



7911 Professional Circle
Huntington Beach, CA 92648
PH: 714-841-8877
FX: 714-841-8855
www.pinnaclepetroleum.com

New Customer Credit Application

Thank you for selecting Pinnacle Petroleum, Inc. as your wholesale fuel supplier. We wish to service you in the most professional manner possible. To establish the most reasonable credit line for your business, please provide us with the following information.

Section 1 – Company Information

Company Name _____

Parent Company Name _____

Address 1 _____ City _____

Address 2 _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

Main Contact _____ Title _____

Alternate Contact _____ Title _____

The Business Established (MM/YY) _____ Credit Line Requesting \$ _____

Federal Tax ID # _____ Re-Seller # (If applicable) _____

SG # _____

If you are Exempt from certain taxes please specify: _____

All invoices are due on a net 10 day basis. We also understand and agree that Pinnacle Petroleum, Inc. has our permission at any time to conduct a credit investigation including but not limited to bank and trade references and credit bureaus. If this account goes out of terms, we agree that Pinnacle Petroleum, Inc. may assess us, and we agree to pay reasonable late charges (not to exceed 2% per month, as permitted by law), attorney fees, collection agency fees and other costs associated with any collection efforts. The laws of the State of California shall govern our relationship.

In consideration of Pinnacle Petroleum, Inc. extending credit to the Company shown on this application, the undersigned jointly and severally agree to be personally liable for the payment of any amounts owing to Pinnacle Petroleum, Inc. and may at any time, require the undersigned to execute a personal guaranty or require Company to give Pinnacle Petroleum, Inc. a secured interest in product sold.

Signature _____

Date (MM/DD/YY) _____

Title _____

Signature _____

Date (MM/DD/YY) _____

Title _____



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Authorization to Obtain Credit Information for Company or Owner

I (we) consent that you may release normal credit information relative to my account to Pinnacle Petroleum, Inc.

Company Name _____

Signature _____ Title _____ Date (MM/DD/YY) _____

Signature _____ Title _____ Date (MM/DD/YY) _____

Section 2 – Bank Reference

Bank Name _____

Phone Number _____ Fax Number _____

Main Contact _____

Account Number(s) _____

Section 2a – Trade References

Company Name _____

Phone Number _____ Fax Number _____

Main Contact _____ Title _____

Account Number(s) _____

Company Name _____

Phone Number _____ Fax Number _____

Main Contact _____ Title _____

Account Number(s) _____

Company Name _____

Phone Number _____ Fax Number _____

Main Contact _____ Title _____

Account Number(s) _____



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Section 3 – Billing Information

If the Billing address is the same as the Company Address above, please check the box below.

☐ Same as Company Address

Address 1 _____ City _____

Address 2 _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

A/P Contact _____ A/P Phone Number _____

A/P Fax Number _____ A/P E-Mail Address _____

All invoice(s) will be sent via E-Mail to the A/P Contact provided. If the invoice(s) will be sent to an E-mail Address other than or in addition to what is supplied above, please specify information below:

☐ Purchase Order Required? *If this box is checked please advise below if the Purchase Order Number is a “Blanket” order number or if a new P.O. will be provided with each order.*

☐ Pay by EFT *If this box is checked you authorize payment by Electronic Funds Transfer (EFT), which Pinnacle Petroleum, Inc. would directly collect payment from the provided bank account. Please complete separate EFT Authorization form.*

☐ Pay by ACH *If this box is checked you authorize payment by Account Clearing House (ACH), which Pinnacle Petroleum, Inc. would accept direct payment to Pinnacle Petroleum, Inc.’s bank account. Pinnacle Petroleum, Inc. will provide our banking account information for direct payments by ACH.*



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Section 4 – Delivery Information *If deliveries will be made to more than one location please attach file with the information requested below for each delivery location.*

Address 1 _____ City _____

Address 2 _____ State _____ Zip Code _____

Site Contact _____ Phone Number _____

Alternate Contact _____ Alternate Phone _____

Additional site information, such as Cell Phone numbers, E-Mail Address or Access to Site information, please specify below. (Please indicate if site is locked and requires employees on site to access.)

Section 5 – Tank Information

Tank #	Above or Below Ground	Gallon Capacity	Fuel Type	Special Fittings

Additional tank information can be listed below. (Please indicate if tank(s) are locked and required employees on site to access.)

Please attach current financial statements, audited preferred.

Credit Limit requested \$ _____

DEFAULT AGREEMENT

Should the undersigned default on any obligation incurred under this agreement and the Vendor refers this account to his attorney for collection and/or legal action, the undersigned agrees as follows: to pay the principal due, attorney fees and all costs of any nature incurred by the Vendor to pursue the delinquent obligation. In addition, 15% of the principal amount due shall be added to the principal as liquidated damages. In the event of a dispute or litigation between the parties, it is hereby agreed that jurisdiction and venue shall vest in either Los Angeles County, California, Central District or Orange County, California, Central District at the sole discretion of the Vendor. All other venues are hereby expressly waived.

Signature _____ Title _____ Date (MM/DD/YY) _____
Please SIGN and PRINT name above. NOTE: Signature must be Owner, Partner, or Officer.

PERSONAL GUARANTEE

The undersigned Guarantor authorizes Pinnacle Petroleum, Inc. the "Vendor" to obtain a Consumer Credit Report and agrees to act as a personal guarantor and co-signer to this agreement for all indebtedness and liabilities incurred both now and in the future for all monies owed by the Company, Organization, Persons or Corporations who have signed the credit application and who have extended credit both now and in the future. Indebtedness means all debts, liabilities and obligations owing by the Company to the Vendor of any nature, including, without limitation, those arising under any promissory note, account, invoice, contract, understanding, or agreement, and any extension, renewal, or replacement of any of the foregoing whether now existing or hereafter created between the Company and the Vendor, including, without limitation, all attorney's fees, filing fees, court costs, other costs and expenses incurred in the enforcement of any such debt or obligation.

Guarantor's obligations under this Guaranty are unconditional and continuing, and are not subject to any setoffs, adjustments or credits. Guarantor recognizes, understands and agrees that the guarantee cannot be revoked or rescinded if any balance remains owed and outstanding to the Vendor and Guarantor hereby waives their subrogation and recovery rights.

This Guaranty shall be governed and construed in accordance with the laws of the State of California. Should Vendor be required to hire an attorney to enforce the terms of this Guaranty, Guarantor agrees to pay to the Vendor its reasonable attorney's fees, costs and out-of-pocket expenses incurred in the enforcement hereof. I further agree that if invoices are not paid that interest will accrue at the rate of 1 and 1 half percent. The venue for any legal proceedings will be in Orange County, California.

Guarantor _____ Date (MM/DD/YY) _____
Signature Must be Owner, Partner, or Officer

CREDIT TERMS AND CREDIT AGREEMENT

The undersigned agrees to the following terms in all credit transactions with Pinnacle Petroleum, Inc. unless otherwise agreed to in writing by authorized Company officers:

Motor Fuel Products...Net 10 Days from date of delivery.

Fuel Management System...Net 10 Days from date of delivery.

Oil, Lubes, Greases, and Specialty Products...Net 30 Days from date of delivery.

I have read, understood and agree to the conditions presented with this application. I authorize the references listed above in Part Three, Four and Five to release to Pinnacle Petroleum information related to applicant's account.

I warrant the above information to be true, correct, and complete; I agree to abide by Pinnacle Petroleum's Credit Policy if credit is granted; and I have received and signed Pinnacle Petroleum's Terms and Credit Agreement.

PLEASE PRINT NAME & TITLE _____

SIGNATURE (must be company principal) _____

COMPANY _____ DATE _____