

1790 South Tenth Street
San Jose, CA 95112
p 408.292.1041
f 408.293.2093



2709 Teagarden Street
San Leandro, CA 94577
p 510.895.1037
f 510.895.5345

800.743.6950

www.lubeoil.com

BUSINESS INFORMATION

The undersigned ("Customer") states that all of the foregoing information is true and correct and requests that Western States Oil extend credit, and/or continue previously extended credit, to Customer. In material reliance upon such information. The undersigned provides authorization to release any information necessary toward the processing of an account application with Western States Oil. This information will be kept strictly confidential. **The undersigned has read and agrees to the Terms and Conditions (and Additional Cardlock Terms and Conditions if applicable) attached to this agreement and agrees that all of those Terms and Conditions are binding on the Customers.** Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____ Date: _____ Federal ID# _____
AUTHORIZED CUSTOMER REPRESENTATIVE

Legal name of Company _____ DBA _____ Years in Business _____

Telephone _____ Fax _____ E-mail _____ Own Lease

Business Address _____ City _____ State _____ Zip _____ How Long at this address? _____

Check one: Proprietorship Partnership LLC Corporation Non Profit

Subsidiary of Parent Company Name of Parent _____ Tax Exempt: Yes No

Single Entry (not a subsidiary) Main Business Activity _____ Dun & Bradstreet#: _____

Has the company ever filed for bankruptcy? Yes No If so, when and what Chapter? _____

BUSINESS BANK INFORMATION

Primary Bank _____ Address _____ City _____ State _____ Zip _____

Bank Contact Person/Phone _____ Fax _____ Account Type and Number _____

CREDIT REFERENCES

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

OWNER, PRINCIPAL, AND/OR OFFICER OF THE CUSTOMER

Name _____ Position _____ SS# _____

Home Address _____ City/St _____ Zip _____

Home Phone _____ Driver's Lic# _____ Date of Birth _____

Own Rent

Personal Net Worth _____ Have you ever filed for personal bankruptcy Yes No

I certify that the information is true and correct. As a principal of the applicant, I authorize and request Western States Oil to obtain and consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____

Name _____ Position _____ SS# _____

Home Address _____ City/St _____ Zip _____

Home Phone _____ Driver's Lic# _____ Date of Birth _____

Own Rent

Personal Net Worth _____ Have you ever filed for personal bankruptcy Yes No

I certify that the information is true and correct. As a principal of the applicant, I authorize and request Western States Oil to obtain and consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____

FOR OFFICE USE ONLY Western State Oils Credit manager, Date	FOR OFFICE USE ONLY Sales Person Name & Code
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TERMS AND CONDITIONS APPLICABLE TO ALL CUSTOMERS

The entity or individual applicant (hereinafter "Customer") agrees to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay Western States Oil a service charge of 2% per month on the unpaid balance for all charges not paid within the due date (or the highest rate allowed by law). This is not interest on a loan or a finance charge but an agreed to service charge for the failure to timely pay for goods and services received.

Customer agrees to assume full responsibility for all purchases made on Customer's account and to pay all bills when due. Customer agrees not to exceed the credit limits set by Western States Oil, however in the event Western States Oil does extend additional credit to Customer, Customer will be deemed to have actual knowledge of such additional credit purchases, and in the event such credit exceeds any such limits, Customer agrees to assume full responsibility and to pay any additional amounts that exceed the credit limit previously set by Western States Oil.

To secure the payment, Customer grants Western States Oil a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes Western States Oil to file one or more financing statements signed only by Western States Oil without customer signature and to use a copy of this agreement as any exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. Western States Oil shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where they reside from time to time, which remedies shall be cumulative and not exclusive.

Western States Oil may, at their option, refuse to permit charges to be incurred on the account. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. Western States Oil will not be responsible for any claims or damages whatsoever for failure to deliver at certain times. Customer and the undersigned certify that the delivery location is unbranded and will immediately notify Western States Oil of any change in writing by certified mail.

The parties agree that, if the account is referred for collection to an attorney, the Customer and the undersigned will pay reasonable attorney's fees and costs of collection. The parties agree, notwithstanding applicable conflict laws, that the laws of the State of California shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, if any litigation is commenced to arising out of this agreement, the sole and exclusive venue for resolution of these disputes will be in Santa Clara County California, in either the California Superior Courts for the County of Santa Clara or the U. S. District Courts for the Central District of California.

Customer and undersigned guarantor further agree that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive all right to seek venue elsewhere. The parties further covenant and agree, if suit or litigation is filed by either party to this agreement, California retains both in *rem* and in *personam* jurisdiction over both parties and their assets.

To the maximum extent permitted by the applicable law, Western States Oils total aggregate liability to Customer for any claim arising out of or in connection with this agreement for breach of contract, breach of warranty, breach of statutory duty or negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the invoice value of the relevant delivery of Product, if delivered, or if the above breach of Agreement consists of a failure to deliver, the invoice value of the Product had it been delivered and invoiced. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS OR DAMAGE OF ANY KIND.

[X] Initial _____

[X] Initial _____

CONTINUING PERSONAL GUARANTY

As a direct and material inducement to one or all of Western States Oil companies to grant financial accommodations or otherwise extend credit to Customer, the undersigned (jointly and severally) hereby unconditionally personally guarantees to Western States Oil the payment, when due, of every claim (including but not limited to service charges, reasonable attorneys' fees and costs) of Western States Oil against the Customer. This is a continuing guaranty and shall remain in full force until written revocation from the undersigned is actually received by Western States Oil, but such revocation shall be effective only as to claims of Western States Oil that arise out of transactions entered into after its receipt of such notice. Western States Oil shall not be required to first proceed against applicant or enforce any other remedy before proceeding against either of the undersigned. As a continuing guaranty, this shall not be discharged by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor assignee of Western States Oil. The term of this guaranty shall be for the duration of the agreement, and any addendum thereto, and shall guarantee all obligations that may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. Notwithstanding the full payment of any claim or receipt of any revocation, this guaranty shall remain in full force and effect or be reinstated with respect to claims against the Customer if the Customer files for bankruptcy protection, or in any court proceeding an order or judgment is entered compelling Western States Oil to return or refund any amount of payment made with respect to the claims. Further, the undersigned agrees to and hereby does, waive any and all right to subrogation against the Customer for monies paid to Western States Oil under this or any other agreement binding the undersigned or the Customer. The undersigned waives all statutory rights available to them as sureties. The undersigned further agrees to pay all reasonable costs, expenses and attorneys fees incurred in the enforcement of this continuing guaranty, or in the enforcement of any obligation as a result of the extension of credit. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____

Please Print Name _____

[X] Signature _____

Please Print Name _____

ADDITIONAL CARDLOCK TERMS AND CONDITIONS

Western States Oil access cards ("Card(s)") will be used only by a commercial enterprise or government body in its business, and the fuel obtained will not be available for personal or retail use. This is a commercial transaction and does not constitute consumer credit under any applicable law. Each Card is a "key or card key" under California Civil Code § 1747.02(a) (3).

Customer hereby accepts the obligation and responsibility for payment for all charges made with Card(s) issued to Customer. Should any of the Card(s) issued to Customer be lost, stolen or misplaced, Customer shall remain liable for any purchases made with lost or stolen Card(s). This obligation extends until Western States Oil receives proper notice of the lost or stolen Card(s) from Customer, provided this notice includes the Card number for each lost or stolen Card. Customer agrees to, and acknowledges, full liability for the losses resulting from any failure to report unauthorized use of Card(s) in accordance with the terms hereof.

Customer represents that any person using a Card issued in the name of Customer will be taught all safety regulations to ensure safe operation of all fueling sites. Western States Oil shall not be liable for any damage or claims that may result from its failure to provide fuel or the failure of any equipment in any manner whatsoever.

Customer covenants to use, and to cause any person using a Card issued to Customer to use, their best efforts to avoid any fuel spills at the sites and to keep the fueling sites neat and clean. Customer and those using the Card(s) delivered to Customer hereunder represent to Western States Oil that those using the fueling sites are aware of the proper use of the fueling sites and Customer and guarantors will indemnify and hold Western States Oil, its officers, directors, shareholders, landlords, tenants and agents harmless from any liability, claims and costs including, but not limited to, those for bodily injury and property damage that may be caused in whole or in part by the use of the Card(s) by the Customer or those using the Card(s) delivered to the Customer hereunder.

Western States Oil maintains the absolute right exercisable in its sole discretion to interrupt or terminate use of any and all Card(s) issued to Customer. Any claim for defective fuel or any other claim or defective product(s) is waived by Customer and guarantor unless made within (15) days from the Customer's purchase of defective fuel or purchase of the product or services giving rise to the claim. In consideration of Western States Oil selling merchandise and services to this Customer, the Customer agrees to Western States Oil's payment terms and conditions hereof and as described on Western States Oil's billing statement regarding all purchases made by Customer, on Customer's behalf or using Card(s) issued to Customer.

Any disputed charges must be identified by Customer and /or guarantor within ninety (90) days of original invoice date. After ninety (90) days, all charges are considered valid. Customer agrees that it shall notify Western States Oil no later than the earlier of (i) forty-eight (48) hours following receipt of the Western States Oil statement including unauthorized use of Card(s) or (ii) upon learning of unauthorized use of Card(s). Without in any manner limiting the full assumption of liability set forth in this paragraph and in this agreement, Customer agrees to and acknowledges full and complete liability for any losses resulting from any failure to report unauthorized use of Card(s) in accordance with the terms hereof.

Customer agrees to pay Western States Oil a maintenance fee of \$20.00 per year. In addition, Customer agrees to pay a new account nonrefundable set up charge in the amount of \$25.00. Other fees may apply for mail delivery of invoices.

[X] Initial _____ [X] Initial _____

CUSTOMER FUELING PROFILE		
Number of Vehicles	Expected Monthly Fuel Volume	Credit Limit Requested

Please Specify the Number of Vehicles in fleet per type of fuel Gasoline _____ + Diesel _____ + All Products _____ = Total number of vehicles _____
Number of vehicles Number of vehicles Number of vehicles

CUSTOMER FUELING PROFILE

We hereby authorize Western States Oil and each of its successors and assigns and other affiliated companies to initiate debit entries to our checking account indicated below and the depository named below (hereinafter called "Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile.

DEPOSITORY BANK NAME _____ TELEPHONE _____
BANK ACCOUNT # _____ ABA# (ROUTING#) _____

This EFT agreement is to remain in full force and effect until Western States Oil and the Depository have received written notification from us in such time and manner as to afford Western States Oil and the Depository a reasonable opportunity to act on the notification. This agreement allows Western States Oil to charge debits to this account at frequent intervals for varying amounts.

LEGAL NAME OF COMPANY _____

CONTACT _____

PHONE _____

FAX _____

[X] Signature _____

DATE _____

AUTHORIZED SIGNER ON THE BANK ACCOUNT

