



Customer Credit Application

16651 Gemini Lane
Huntington Beach, CA 92647
PH: 714-841-8877
FX: 714-477-5507
www.pinnaclepetroleum.com

Sales Representative Name: _____

Thank you for selecting Pinnacle Petroleum, Inc. ("Pinnacle") as your wholesale supplier of fuel and other lubricant products. 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

Company Information ("Company")

Company Full Legal Name _____

Parent Company Name _____

Address 1 _____ City _____

Address 2 _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

Main Contact _____ Title _____

Alternate Contact _____ Title _____

Date Business Established _____ (mm/yyyy) State of Organization _____

FEIN/ SSN _____ Type of Business Entity (Corp, LLC, Partnership, Other) _____

Has the Company ever filed for Bankruptcy? _____ If so, when and provide details _____

Credit Line Requested _____

Indicate the number of loads you purchase each week: ____ 1-2 ____ 3-4 ____ 5+



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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 _____

Signature _____ Title _____ Date _____

Bank Reference

Bank Name _____

Phone Number _____ Email _____

Main Contact _____ Account Number(s) _____

Trade References

Company Name _____

Phone Number _____ Email _____

Main Contact _____ Title _____

Account Number(s) _____ Years doing business with: _____

Company Name _____

Phone Number _____ Email _____

Main Contact _____ Title _____

Account Number(s) _____ Years doing business with: _____

Company Name _____

Phone Number _____ Email _____

Main Contact _____ Title _____

Account Number(s) _____ Years doing business with: _____

FINANCIAL STATEMENTS

Attach current financial statements, past three years and most current interim audited preferred.

DEFAULT AGREEMENT

Should the undersigned default on any obligation incurred under this agreement and Pinnacle refers this account to a collection agency and/or attorney for collection and/or legal action, the undersigned agrees as follows: to pay the principal due, 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. attorney fees and all costs of any nature incurred by Pinnacle 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 Orange County, California, at the sole discretion of Pinnacle. All other venues are hereby expressly waived.

Signature _____ Name _____

Title _____ Date _____

Signature must be Owner, Partner, or Authorized Officer

PERSONAL GUARANTEE

The undersigned Guarantor authorizes Pinnacle 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 Pinnacle 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 Pinnacle, 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 Pinnacle 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 Pinnacle be required to hire an attorney to enforce the terms of this Guaranty, Guarantor agrees to pay Pinnacle its reasonable attorney's fees, costs and out-of-pocket expenses incurred in the enforcement hereof. I/we further agree that if invoices are not paid that reasonable late charges will be paid (not to exceed 2% per month, as permitted by law), and any collection agency fees and other costs associated with any collection efforts. The venue for legal proceedings shall vest in Orange County, California.

Guarantor _____

Name

Home Address: _____

Social Security Number _____ DOB: _____

Driver's License Number _____ (please provide copy of Driver's License)

Guarantor _____ Date _____

Signature

Signature must be Owner, Partner, or Authorized Officer

CREDIT TERMS AND CREDIT AGREEMENT

The undersigned agrees to the following terms in all credit transactions with Pinnacle unless otherwise agreed to in writing by an authorized officer of Pinnacle.

Motor Fuel Products - Net 10 Days from date of delivery

Fuel Management Systems - Net 10 Days from date of delivery

Fleet Cards – Net 10 Days

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

If this account goes out of terms, Company agrees that Pinnacle may assess and Company agrees 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.

I have read, understood and agree to the conditions presented with this Credit Application. I authorize the references to release to Pinnacle requested Company information related to applicant's account. The information provided to Pinnacle on this application by Company and any other information provided to Pinnacle, including financial statements, is warranted to be accurate, complete and true, and shall be the property of Pinnacle. The information herein may be shared with Pinnacle employees to the extent necessary to provide credit valuation. Pinnacle is authorized to obtain credit report(s) and/or information from agencies or other entities chosen by Pinnacle regarding the above applicant in connection with the processing of this application at any future time.

It is agreed that any product (fuel, lubricant, etc.) for which payment has not been received within the agreed to payment terms and is deemed significantly past due at Pinnacle's sole discretion, Pinnacle shall have the authorization to recover.

Company acknowledges that Pinnacle may from time to time set limits on the aggregate amount of credit outstanding to Company; but agrees that the credit limits from time to time set by Pinnacle are solely for the benefit of Pinnacle and may be modified or waived at any time by Pinnacle in its sole discretion. Company shall pay for all purchases of products and other charges notwithstanding any credit limit in effect at the time of purchase. Further, Pinnacle may, in its sole discretion, without prior notice to Company (1) refuse to permit charges or further charges to be incurred on Company account and to extend further credit to Company; and (2) require that Company pay cash for any purchases or products at the time of that purchase or at delivery thereof.

To secure payment and performance of all Company's obligations under the Credit Agreement, Company grants Pinnacle a security interest in all products sold under this Credit Agreement and all proceeds thereof. Company Authorizes Pinnacle to file financing statements and amendments thereto with respect to that security interest. Pinnacle shall have all the rights and remedies of a secured party under the California Uniform Commercial Code as from time to time in effect, which remedies shall be cumulative and not exclusive. Company shall promptly give notice to Pinnacle of any change in Company name, form of business organization or state of jurisdiction or organization (if an entity or becoming one), principle executive office (if an entity or becoming one), or residence (if an individual/sole proprietorship or becoming one).

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



Your signature below represents your warranty that you are the owner, partner or an authorized officer of the Company with the authority to bind the Company, and that Pinnacle may rely on this warranty. Undersigned also agrees to abide by Pinnacle's Credit Policy, and if credit is granted, and by all rules and regulation set forth in the most current executed version of this agreement.

Print name and title _____

Signature _____

(Must be owner, partner or authorized officer of the Company)

Company _____ Date _____

Print name and title _____

Signature _____

(Must be owner, partner or authorized officer of the Company)

Company _____ Date _____



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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 provide. If the invoice(s) will be sent to an E-mail

Address other than or in additional 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 ACH

You authorize payment by Account Clearing House (ACH), which Pinnacle Petroleum, Inc. would directly collect payment from the provided bank account. Please complete the ACH Authorization on the next page.



PINNACLE PETROLEUM

16651 Gemini Lane, Huntington Beach, CA 92647

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ELECTRONIC FUND TRANSFER (ACH) AUTHORIZATION DEBIT/CREDIT AGREEMENT

(Customer Name)

(Telephone Number)

(Fax Number)

(Customer Address)

(City)

(State)

(Zip)

(Email Address)

_____"(Customer)" hereby authorizes Pinnacle Petroleum, Inc. ("Company") entries to Customer's bank account indicated below and the bank named below to debit or credit such transactions to such bank account.

Bank Name _____

Branch _____

City _____

State _____ Zip _____

ABA Number _____

Account Number _____

Telephone Number _____

Checking ☐ Savings ☐

This authority shall remain in effect until terminated at the sole discretion of the Company or upon written notice by the Customer received at our office at 16651 Gemini Lane, Huntington Beach, CA 92647. Notice of termination shall in no way affect debit or credit transactions initiated prior to actual receipt of notice. I (We) hereby authorize debit/credit entries to my (our) bank account, provided, however, such transactions are for properly supported charges due and owing the Company. All other agreements between Customer and Company remain in effect. It is understood that this authorization is subject to credit approval by Company.

Authorized this _____ Day of _____, (Year) _____

(Signature)

(Printed Name)

(Date)

(Title)

Note: Obtain correct nine-digit ABA number from your bank

Please attach voided check