



2700 Kelly Creek Road Moody, AL 35004  
 Phone: (205) 640-0005/ Fax: (205) 917-5751  
 RETURN TO: Melody Chance, Administration  
 Email: melody@hightideoilcompany.com

**COMMERCIAL CREDIT APPLICATION AGREEMENT AND GUARANTY**

PLEASE TYPE OR PRINT

<b>Firm Name:</b>	<b>Date:</b>	
<b>Billing Address</b> Street Address: City, State & Zip Code:	<b>Accounts Payable Contact</b> Name: Phone & Email:	
<b>Delivery Address</b> Street Address: City, State & Zip Code:	<b>Delivery Site Contact</b> Name: Phone & Email:	
<b>Legal Entity is:</b> Corporation ___ Partnership ___ Sole Proprietorship ___ or LLC ___	<b>FEIN:</b>	

**Owners, Members, Officers, Partners**

Name:	Driver's License #:	Title:	SSN:
Home Address:		Phone:	Date of Birth:
Name:	Driver's License #:	Title:	SSN:
Home Address:		Phone:	Date of Birth:

**Trade and Financial References**

Name:	Phone:
Address:	Contact:
Name:	Phone:
Address:	Contact:
Name:	Phone:
Address:	Contact:



## AUTHORIZATION

Buyer authorizes High Tide Oil Company, Inc now or at any time in the future to obtain credit reports, bank references, or any other necessary information to determine the creditworthiness of Buyer.

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Company

Signature

Title

## COMMERCIAL CREDIT APPLICATION AND AGREEMENT - TERMS AND CONDITIONS

This Commercial Credit Application and Agreement, including all the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of petroleum products by Applicant from High Tide Oil Company, Inc and its subsidiaries and affiliates for itself and on behalf of its subsidiaries (hereinafter individually and collectively referred to as "HTOC"). By submitting this application to HTOC, Applicant hereby agrees that this Commercial Credit Application and Agreement will apply to all sales to Applicant. One or more of HTOC's affiliates or subsidiaries may act as HTOC's collection agent and shall have the ability to enforce the terms and conditions hereof.

Applicant hereby agrees to payment terms of net 7 days from the invoice date. Applicant agrees to pay HTOC a monthly finance charge on any unpaid balances at the rate of 1.5% (18% per annum) compounded monthly on the unpaid principal amount. The amount charged shall not exceed the lawful rate which may be in effect from time-to-time. Payments received shall be applied first to the interest and fees, then to principal, with the payment being applied to the oldest balances first.

Applicant authorizes and consents to HTOC obtaining any and all credit reports and information it deems necessary from any and all sources. Applicant further authorizes HTOC to reinvestigate Applicant's credit from time-to-time as HTOC deems necessary in its sole and absolute discretion. HTOC reserves the right to limit or terminate any extension of credit to Applicant in HTOC's sole and absolute discretion. Applicant authorizes HTOC to act as a credit reference for Applicant by responding to inquiries from other creditors, trade associations, or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he / she is authorized to sign this Commercial Credit Application and Agreement on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise HTOC in writing at the address referenced on its invoices of any changes which occur in respect to any of the information included in this Application, or any other information which could reasonably affect Applicant's ability to pay, and until such time, HTOC may continue to rely on this information. Any actual or anticipated change in Applicant's legal status or form of business organization must be communicated to HTOC immediately, in writing, transmitted via certified mail; provided, however, no such change shall be effective between the parties without HTOC's explicit written acceptance thereof, which may be withheld in HTOC's sole and absolute discretion.

Unless express and specific written directions are given to the Company to the contrary, all employees, office onsite personnel, or apparent agents of the customer shall be authorized to make purchases on the account.

It is agreed that job accounts may be set up as necessary by the Company and furthermore, all terms of sale and conditions of sale and extension of credit shall apply.

Applicant agrees notice to owner shall be sent by HTOC on all job accounts or when deemed necessary.

HTOC reserves the right to stop shipment on job accounts that exceed credit limits and/or invoice terms.



No payments due to HTOC shall be subject to any offset or claim, but shall be paid to HTOC when due regardless of any claim or dispute.

HTOC's trucks may be excessive in weight which could cause cracks in driveways, sidewalks, underground storage tanks (UST's), pipes, concrete, and ruts in lawns. With this knowledge, the undersigned takes full responsibility in the event of damage as all deliveries are made at Applicant's risk with respect to any damage to sidewalks, driveways, UST's pipes, buildings, trees, shrubbery, lawns, septic tanks, etc. HTOC does not assume any responsibility for damage charges whatsoever. All deliveries are subject to a delivery charge which is in addition to the quoted price.

In the event Customer does not have a representative on a Job site, said Customer accepts the responsibility for the correctness of the counts as shown by HTOC. Delivery of product with or without signed delivery ticket shall constitute purchase of product.

The undersigned Applicant does hereby authorize their bank to release any information regarding account balances and credit history to HTOC.

In the event the Customer requests to place product above ground level, the undersigned hereby agrees to indemnify and hold harmless HTOC, their agents, servants, and employees from any and all loss or expense (including cost and attorney's fees) by reason of liability imposed upon HTOC for damages because of personal injury, including death, at any time resulting therefrom; sustained by any person or persons or on account of damage to property, including loss of the loss of use thereof, whether caused by or contributed to by HTOC, it's agents, servants or employees or others.

That by signing this document as an authorized corporate representative, he or she does intend to personally guaranty the debts of the Applicant pursuant to the paragraphs herein, which shall continue until thirty (30) days after written notice by certified mail is delivered to HTOC's credit department. The Guarantor(s) hereby waive all presentment, notice, demands for performance, related notices and waive any and all personal exemptions to which Applicant would have otherwise been entitled, and waive the need to obtain a judgement against the Applicant before proceeding against the Guarantor. That the below signed individual(s), who is (are) either a principal, officer, or owner of the credit Applicant, a sole proprietorship of the credit Applicant, and a personal Guarantor of the credit Applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant and hereby consents to and authorizes the use of a consumer credit report on each individual by Company, from time to time, as may be needed, in the credit evaluation and re-evaluation of the Applicant.

The Contractor shall furnish any and all free fall protection or safety equipment as may be required by OSHA and shall bear responsibility for same.

The Applicant agrees to notify the Company in writing via certified mail within seven (7) days of a change of ownership or form of Applicant's business or credit is suspended by any financial institution. Applicant and Guarantor are still liable for any indebtedness up to and including the date of any change of ownership or form of Applicant's business.

Applicant agrees to be liable for and immediately pay to HTOC any and all court costs, reasonable attorneys' fees, recording fees, lien costs, cost for title reports, and all other costs, expenses, or charges incurred by HTOC in enforcing the terms of this Commercial Credit Application and Agreement, or collecting or attempting to collect money from Applicant, or enforcing, defending, and /or prosecuting any claim against bonding companies, disbursing officers, guarantors, or claims based on mechanic's liens, stop notices, payment bonds, up to the maximum amount allowable under state law, should all or any part of this account be placed for collection.

Applicant agrees that any claims concerning quality control or compliance with product specifications shall be waived unless written notice of such claim shall be delivered to HTOC via certified mail at the address found on its invoice within thirty (30) days of receipt of such products by Applicant.



HTOC shall have the right to change, modify, or amend any of the terms of this Agreement (including adding new terms) upon written notice of such change, modification, amendment, or addition to Applicant. The effective date of the change, modification, amendment, or addition shall be as stated in the written notice. Applicant's consent to any such change, modification, amendment, or addition shall not be required, but Applicant shall be deemed to have consented thereto upon the placing of orders with HTOC following the receipt of such notice.

All disputes regarding finance charges shall be governed by Alabama law. If any provision hereof is held invalid, illegal, or unenforceable, then no other provision shall be affected or impaired thereby. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by HTOC, including, but not limited to any action by HTOC to collect on account may be files in Federal or State Court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State Court where the shipments originated, and to the extraterritorial service of process, if necessary. Applicant waives the right to a jury trial in the event HTOC is required to institute suit for collection of any sums due hereunder. The transmission of a signed copy of this Commercial Credit Application and Agreement via facsimile and/or e-mail shall have the same form and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature.

**THE BELOW SIGNED INDIVIDUAL(S) UNDERSTAND(S) AND VOLUNTARILY AGREE(S):**

_____ Signature	_____ Date
_____ Printed Name	_____ Title
_____ Signature	_____ Date
_____ Printed Name	_____ Title

**PERSONAL AND CONTINUING GUARANTY OF BUSINESS CREDIT**

In consideration of and as inducement to the periodic extensions of credit by High Tide Oil Company, Inc ("HTOC") to the Applicant named on the above Commercial Credit Application and Agreement, or its successors, assigns, nominees, or agents (known collectively as the "Applicant"), the undersigned (hereafter "Guarantor") hereby personally guarantees, jointly and severally, the performance by Applicant of all of the Applicant's duties and obligations as set forth in this Commercial Credit Application and Agreement including, but not limited to, the payment when due of all balances arising from sales to the Applicant under the above Commercial Credit Application and Agreement. The undersigned waive(s) all notices with respect to this Personal Guaranty and Applicant arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to HTOC pursuant to this Personal Guaranty. The undersigned agree(s) that HTOC shall not be required to seek legal or other means to attempt to collect sums owed by Applicant before looking to the undersigned for payment.

This Personal Guaranty is a continuing Personal Guaranty applying to all sales made to Applicant, and shall remain in full force and effect until cancelled in writing by notice to HTOC, send by hand-delivery, by over-night courier, or by U.S. Certified Mail, postage pre-paid, return receipt requested to HTOC's address as stated in the Commercial Credit Application and Agreement, such notice not to become effective until the tenth (10<sup>th</sup>) day following receipt



of thereof by HTOC, and then shall be effective only as to the purchases made after such effective date. This Guaranty shall not be revoked by the death of the Applicant's account, regardless of any change in the Applicant's legal structure or the existence of entities or individuals legally distinct from Applicant benefitting from the services or product supplied. The undersigned, jointly and severally, agree to pay all expenses and costs incurred by HTOC to enforce the terms of this Guaranty and Commercial Credit Application and Agreement including attorneys' fees and litigation costs. It is understood that there is no limit to the liability of the undersigned under this Agreement.

The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.

The transmission of a signed copy of this document via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with an original signature.

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Printed Name of Guarantor

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Signature of Guarantor

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Date

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Printed Name of Witness

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Signature of Witness

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Date

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Printed Name of Witness

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Signature of Witness

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Date