



CARDLOCK, DELIVERED FUEL AND LUBRICANTS CREDIT APPLICATION, CONTRACT, AND CONTINUING PERSONAL GUARANTY



PLEASE PRINT OR TYPE ONLY

TODAY'S DATE _____

COMPANY NAME _____ YEARS IN BUSINESS _____

STREET ADDRESS _____ CITY/ST/ZIP _____

MAILING ADDRESS _____ CITY/ST/ZIP _____

PREVIOUS ADDRESS (IF LESS THAN 1 YEAR)

STREET ADDRESS _____ CITY/ST/ZIP _____

MAILING ADDRESS _____ CITY/ST/ZIP _____

TYPE OF BUSINESS: PARTNERSHIP CORPORATION INDIVIDUAL

TELEPHONE # _____ FAX NO. _____ EMAIL _____

ACCOUNTS PAYABLE CONTACT _____ PHONE # _____

FEDERAL I.D. # OR S.S.N. _____ BUSINESS LICENSE# _____

OWNERS - FULL NAME ONLY / PLEASE INCLUDE SS# FOR ALL OWNERS AND GUARANTORS

ATTACH ADDITIONAL SHEET IF NECESSARY

NAME _____ DRIVERS LICENSE _____ S.S.N. _____

HOME ADDRESS _____ CITY _____ ST _____ ZIP _____

PHONE _____ RENT OWN

NAME _____ DRIVERS LICENSE _____ S.S.N. _____

HOME ADDRESS _____ CITY _____ ST _____ ZIP _____

PHONE _____ RENT OWN

BANK REFERENCE _____ BRANCH - OFFICER'S NAME _____

PHONE _____ ACCOUNT # _____

CHECKING _____ SAVINGS _____ LOAN # _____

CREDIT OR TRADE REFERENCES (NO CREDIT CARDS) ATTACH ADDITIONAL TRADE REFERENCES WHEN POSSIBLE

EXAMPLE: CURRENT FUEL SUPPLIER ETC.

COMPANY _____ CITY _____ PHONE # _____

COMPANY _____ CITY _____ PHONE # _____

COMPANY _____ CITY _____ PHONE # _____

COMPANY _____ CITY _____ PHONE # _____

I authorize the referenced listed on this application to release to J.N. Abbott Distributor, Inc. 6001 Rossi Lane, Gilroy CA 95020 information related to applicant's accounts. I authorize J.N. Abbott Distributor, Inc. to secure information regarding applicant's credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding applicant's account with J.N. Abbott Distributor, Inc. to such agencies, at any time.

CARDLOCK, BULK DELIVERED FUEL AND LUBRICANTS CREDIT APPLICATION, CONTRACT, AND CONTINUING PERSONAL GUARANTY
CONTINUED

Your acceptance of the cardlock identification number(s) and card(s) indicates your agreement to the following terms:

1. Credit Accounts and Cardlock cards are issued only to businesses and may only be used for business purposes.
2. If a card is lost, stolen, or misplaced, immediately notify J. N. Abbott Distributor, Inc., by calling and then forwarding a written notice. Customers will be liable for all charges made with a lost, stolen, or misplaced card until J. N. Abbott Distributor, Inc., has actually received written notice.
3. During fueling, customer may not smoke or allow anyone else to smoke on the station lot. Customer may not block open the pump nozzle, and must be in attendance during fueling.
4. We suggest that the plastic card not be left in direct sunlight as it will bend and warp out of shape and you will be charged to replace it.
5. Cardlock Invoices are generally sent out **twice each month**, generally on the first business day after the first and fifteenth day of the month. Your payment is due no later than **(10) ten days** after the invoice date. Liquidated damage charges start to accrue on your account (10) ten days after your invoice date. Delivered fuels and lubes are due **(10) ten days** after delivery date.
6. **LIQUIDATED DAMAGES** – A customer's failure to pay their bills on/or before the due date will cause J. N. Abbott Distributor, Inc. damages. These damages, in part, take the form of increased clerical expense, increased interest charges, increased accounting and bookkeeping expense, use of senior staff time if litigation is necessary, and loss of business opportunity, among others. Due in part to the varying amounts of invoices periodically becoming past due, it is extremely difficult and impractical to calculate, on a case by case basis, the amount of damages caused J. N. Abbott Distributor, Inc., by any particular default in timely payment, entitled to damages caused thereby. To avoid the necessity of computing actual damages caused by your default you agree to pay **Liquidated damages** on the balance of any account not paid within (10) ten days of the invoice date. You agree that a reasonable basis for calculating those liquidated damages, in advance, is to charge you the sum of 1/2% per month (18% per year) on all past due amounts.
7. Anyone with a delinquent account may have their card inactivated and may lose the privilege of future credit. Accounts remaining unpaid after thirty days may be sent to an agency or attorney for collection.
8. You agree to pay court costs and actual attorney's fees incurred by J. N. Abbott Distributor, Inc. in any action or proceeding to enforce the terms of this contract.
9. In consideration of J. N. Abbott Distributor, Inc.'s issuance of credit and delivery of goods and services to the business applicant identified above, the undersigned individual(s) (Guarantors) personally and unconditionally guarantee payment to J. N. Abbott Distributor, Inc. of all charges, debts and liabilities incurred on this account. Guarantors' obligations hereunder are independent of those of the business entity applying for credit. This guarantee shall remain in full force and effect as to any and all renewals, extensions, price changes, changes in the numbers or cardlock cards issued or the persons to whom they are issued, and changes in the Applicant's business, whether or not the individual(s) guaranteeing this account shall have received notice of or consented to such renewals, extensions, price terms or amount of credit extended, or changes in the numbers of cardlock cards issued or persons to whom cardlock cards are issued. No such changes shall in any manner release, discharge, or diminish the obligations of the individual Guarantor(s) hereunder. This paragraph modifies the provisions of California Civil Code section 2819. Guarantors hereby waive any right to require J. N. Abbott Distributor, Inc. to proceed against any other person, including applicant, to pursue any other remedy available to it, make any presentments, demands for performance, or give any notices of nonperformance, late payment, protests, or notices of dishonor to Guarantor(s) in connection with this guaranty. This guarantee shall remain in full force and effect until actual receipt by J. N. Abbott Distributor, Inc. of written notice of cancellation hereof.
10. **There is a \$100.00 reconnect charge if cards are shut off due to credit problems.** J. N. Abbott Distributor, Inc. does not and is not responsible for monitoring the amount or volume of charges incurred on this account. The undersigned are responsible for all charges incurred on cards issued on this account. We offer a fleet fueling program that can provide you the controls and features to effectively manage your fleet. You can set days, times, gallons per transaction, and products available for each card, the choice is yours. Established limits, offers enhanced security to reduce and even limit misappropriation of fuel. Please initial you have understood this option. _____
11. **Important Notice:** In order to provide additional site coverage CFN has (2) two different types of Network Sites. **1. Card Lock Sites:** these maintain full Card control capabilities, (product restrictions, gallon limits & time profiles) **2. CFN Net Sites:** The CFN Net sites **do not** recognize product restrictions, but will deny cards that have reached a daily gallon limit (if a transaction is in progress it may go over the limit while pumping, but would then be denied for any additional attempts. Date and time profiles will also work here.

Please indicate below if you would like your CFN Fueling Cards to be restricted from using CFN Net sites

CFN Card Lock sites (only) Yes _____ **Both CFN Card Lock and CFN Net sites Yes** _____

CARDLOCK CREDIT APPLICATION, CONTRACT, AND CONTINUING PERSONAL GUARANTY
CONTINUED

12. This contract supersedes any and all other agreements, oral or written, between the parties hereto with respect to the matters stated herein. No oral representation or modification of or concerning the subject matter of this contract shall be of any force and effect, except for a subsequent modification in writing signed by all parties to this agreement. 13. Effective 2008, J.N. Abbott Dist., Inc. requests all new accounts be setup on an EFT (ACH) payment (upon credit review and approval). Per billing, (.5% discount for using this program).

13. The undersigned hereby agree to the foregoing terms and conditions, and agree to fully comply with all local, state, and federal laws and regulations applicable to products received from J. N. Abbott Distributor, Inc., and to indemnify, defend, and hold harmless J. N. Abbott Distributor, Inc. from any and all costs, loss, expense, liability, attorney's fees, and damages or any nature arising from or relating to your use, disposal, sale, and transportation of products received from J. N. Abbott Distributor, Inc.

I authorize the references listed on this application to release to J. N. Abbott Distributor, Inc. information related to applicant's accounts and credit history. I authorize J. N. Abbott Distributor, Inc. to secure information regarding applicant's credit history from any commercial or consumer reporting agency or trade organization at any time, and authorize the release of information regarding applicant's account with J. N. Abbott Distributor, Inc. to such agencies, at any time, and for any purpose.

Originals of this contract, signed, by All owners of the Business, or All principals of a Corporation and must be returned to J. N. Abbott Distributor, Inc. before credit is extended.

COMPANY NAME _____

Dated: _____

BY: _____

TITLE: _____

Dated: _____

GUARANTOR (Please sign)

GUARANTOR (Print name)

Dated: _____

GUARANTOR (Please sign)

GUARANTOR (Print name)

CREDIT DEPARTMENT ONLY

Date Received: _____

Account Rep: _____

Tax Exempt: Yes ___ No ___ Date: _____

Form Received: _____

Reseller's Card: Yes ___ No ___ Date: _____

Account #: _____

Credit Limit: _____

Signed: _____

J. N. ABBOTT DISTRIBUTOR INC, 6001 ROSSI LANE GILROY CA 95020 (408) 848-1415

BANK CREDIT INFORMATION APPROVAL

DUE TO MOST BANKS' POLICIES, PLEASE ACCOMPANY THIS AUTHORIZATION WITH YOUR CREDIT APPLICATION.

I AUTHORIZE CREDIT INFORMATION TO BE GIVEN TO J. N. ABBOTT DISTRIBUTOR, INC. for two years from the date hereon. A copy of this authorization shall be as valid as the original hereof.

ACCT. NAME: _____

ACCT. ADDRESS: _____ **CITY** _____ **STATE** _____ **ZIP** _____

BANK ACCT#: _____

DATED: _____

AUTHORIZED SIGNATURE ONLY: _____

PRINT NAME: _____

J. N. ABBOTT DISTRIBUTOR INC, 6001 ROSSI LANE GILROY CA 95020 (408) 848-1415

EFT / ACH
AUTHORIZATION AGREEMENT FOR
PREAUTHORIZED
.5 % DISCOUNT

COMPANY
NAME: J.N. Abbott Distributor, Inc. COMPANY
ACCOUNT NUMBER _____

I hereby authorize J.N. Abbott Dist, Inc., hereinafter called *COMPANY*, to initiate debit entries to my checking account indicated below, hereinafter called *DEPOSITORY*, to debit the same to such account. On the 10th and 25th of each month. .5 % Discount

DEPOSITORY NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____ ACCOUNT NO. _____

This authority is to remain in full force and effect until *COMPANY* and *DEPOSITORY* have received written notification from me of its termination in such time and in such manner as to afford *COMPANY* and *DEPOSITORY* a reasonable opportunity to act on it.

NAME _____

DATE _____ SIGNATURE _____

DAYTIME TELEPHONE _____

ATTACH VOIDED CHECK HERE

