



P.O.Box 847
Angleton, TX 77516-0847
281.369.3835 / 800.464.FUEL
FAX: 281.369.0828 / info@opbv.com

Application for Credit

Company (legal) Name: Year Est:
DBA: Type of Business: Federal ID No:
Phone: Fax: D&B No:
Full Billing Address: County:
Full Delivery Address: County:

Business Operates as: Corporation Partnership Sole Proprietorship Other:
Purchase Order Required: Yes No Bulk Storage Tank: Aboveground Underground N/A
Estimated Monthly Volume (in Gallons): Lube: Fuel: Amount of Credit Needed: \$
State Sales & Use Tax Exempt: No Yes
Fuel Tax Exempt: N/A Yes - Bonded Yes - Signed Statement Bonded/Signed No:

Copies of all permits, bonds, or certificates must be included.

Primary Lube Contact: Phone:
Primary Fuel Contact: Phone:
Accounts Payable Contact: Phone: Ext:
Email: Fax: Title:

How did you hear about Oil Patch Brazos Valley Inc.?

Bank Affiliation:

Name of Bank: Account#:
Full Address:
Bank Officer: Phone: Fax:

Trade References: (Three (3) Required) Please include at least one current Fuel or Lubricant supplier. For personal accounts, trade references can be replaced by personal references.

- 1. Company Name: Full Address: Phone: Fax: Acct #: Contact:
2. Company Name: Full Address: Phone: Fax: Acct #: Contact:
3. Company Name: Full Address: Phone: Fax: Acct #: Contact:

Name, Title, and Phone Number of Principal Owner(s) and/or Officer(s):

- 1. SSN:
2. SSN:
3. SSN:

Company Terms and Conditions:

Credit Terms (From Date of Invoice):

Net 10 Days – Fuel Products (Diesel, Gasoline, Kerosene)

Net 30 Days – Lube Products (Lubricants, Greases, Equipment and Other Non-Fuel Products)

I authorize OIL PATCH BRAZOS VALLEY, INC. (OPBV) and its affiliates to investigate all information given on this credit application and hold free from liability all creditors and other persons who may respond to inquiries made by OPBV and its affiliates. I further authorize release of all bank account information requested by OPBV or its affiliates.

It is the undersigned's responsibility at the time of purchase to furnish all information required to properly invoice our Company for any merchandise delivered or service rendered by OPBV or its affiliates. This credit application and agreement is submitted by applicant to OPBV to obtain credit. OPBV reserves the right to decline credit to applicant and in the event credit is extended OPBV can charge or revoke applicant's credit at any time within OPBV's sole discretion.

I agree that my company will pay OPBV, or its affiliates for all sales on account in accordance with the terms specified on the invoice at 22614 N. Hwy 288B, Angleton, TX 77515. It is agreed that a finance charge of 1.5% per month (18% per annum) will be paid on all due and unpaid balances shown on the previous month's statement after applying credits and payments. Returned checks will incur the maximum charge allowed by law.

In the event that OPBV extends credit to applicant, OPBV's acceptance of applicants order(s) is expressly made conditional on applicant's and OPBV's assent to the terms of this credit application. The terms and conditions set forth in this credit application will govern all transactions between applicant and OPBV. The terms and conditions of purchase order(s) and other similar documents submitted by applicant will not become part of any agreement with OPBV unless OPBV accepts it in writing.

OPBV has the right to suspend deliveries in the event that applicant fails to pay for any one shipment when due or applicant exceeds the extended credit limit. The undersigned company agrees to pay all collection cost, court costs, and legal fees incurred to collect delinquent balances. ***It is agreed that this agreement shall be governed by and construed in accordance with the laws of The State of Texas with venue and jurisdiction in Brazoria County, Texas.*** In addition to any other remedy to which OPBV may be entitled to charge interest at the highest rate permitted by law on any invoice not paid in accordance with all terms and conditions. All payables are due in Brazoria County at P.O. Box 847, Angleton, Texas 77516-0847.

Unconditional Personal Guaranty: As an inducement to, and in consideration for, Oil Patch-Brazos Valley, Inc., its successors and assigns ("Secured Party") extending credit to the business named above ("Debtor"), the individual(s) executing this Guaranty ("Guarantor", whether one or more) unconditionally and irrevocably guaranty to Secured Party the prompt payment and performance of all obligations of the Debtor. Guarantor agrees that this is a guaranty of payment and not of collection, and that Secured Party can proceed directly against Guarantor without first proceeding against Debtor. Guarantor waives all defenses and notices, including those to protest, presentment and demand. Guarantor agrees that Secured Party can renew, extend or otherwise modify the terms of the credit extended to Debtor and Guarantor will be bound by such changes. If Debtor defaults under the credit terms above, Guarantor will immediately perform all obligations of Debtor under the credit terms including, but not limited to, paying all amounts due under the credit terms. Guarantor will pay to Secured Party all expenses (including attorneys' fees and court costs) incurred by Secured Party in enforcing its rights against Guarantor. This Guaranty will not be discharged or affected by the death, dissolution, termination, bankruptcy or insolvency of Debtor or Guarantor and will bind Guarantor's heirs, personal representatives, successors and assigns. If more than one Guarantor has signed this Guaranty, each Guarantor agrees that his/her liability is joint and several. Guarantor(s) authorize Secured Party or any of Secured Party's designees to obtain and share with others credit bureau reports regarding Guarantors' personal credit, and make other credit inquiries that Secured Party deems necessary. THIS GUARANTY IS GOVERNED BY THE LAWS OF TEXAS. GUARANTOR CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN TEXAS OR IN ANY OTHER STATE WHERE SECURED PARTY HAS AN OFFICE. GUARANTOR EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

**RETURN COMPLETED CREDIT APPLICATION TO CREDIT DEPARTMENT FAX 281.369.0828 / info@opbv.com
A FAXED AND/OR DIGITAL SIGNED COPY SHALL BE TREATED AS AN ORIGINAL**

Signed: _____ Date: _____

Print Name: _____ Title: _____ Phone: _____

Credit Card Authorization

I, _____, as cardholder, do hereby give authorization to OPBV to charge my credit card for purchases as indicated below. I agree to maintain sufficient credit availability on the credit card to accept all purchases made from OPBV. This PAYMENT GUARANTY will stay on file unless I request approval for alternate payment arrangements.

Credit Card Information:

Name as it appears on card: _____

Billing Address: _____

Type of card: _____

Card Number: _____

Expiration Date: _____ Security Code: _____

Signature: _____

(MUST BE SIGNATURE OF CARD HOLDER)

Please Check Those That Apply:

____ I give authorization for OPBV to apply charges to my credit card.

____ (For regular account customers) I understand that OPBV payment terms for regular accounts are net 10. If any of my invoices are not paid within 45 days, I give authorization for OPBV to apply these invoices to my credit card.