Siarc Oil & Fuel

This information is being provided for the purpose of obtaining credit and hereby certifies that it is true and correct. We authorize the recipient to investigate our credit worthiness, credit history and financial responsibility through any credit bureau or by any other means including direct contact with past and present creditors. We also accept stated terms and agree to pay in accordance with those terms.

_____
Authorized Signature

_____
Print Name/Title

Company Name: _____

Dba:_____

Federal Tax ID: _____State Tax ID:_____

Billing Address: _____

_____

Accounts Payable contact name: _____

Shipping Address: _____

_____

Company Phone #:_____Company Fax #:_____

Email: _____

Is this company a: Corporation_____Partnership _____Sole Proprietor _____

If incorporated, in what state? _____

Type of business? _____

Owner, partner, or president's name:_____

If Contractor, Bonded? YES NO

How long has the company been in business? _____

Number of employees? _____

Do you have other business names you may operate as? If so please list.

_____

Do you require a Purchase Order? YES NO

Desired amount of credit? $1,000 _____ $2,000 _____ $7,500 _____ $15,000 _____ $30,000 _____ $60,000_____

Taxing information (must be complete)

State Tax Exempt: YES NO If yes, you must attach your blank certificate(s) of
Parish/City Exempt: YES NO exemption before we can bill you without taxes.
Excise Tax Exempt: YES NO **Will your delivery point be ***inside*** or ***outside*** city limits.
↑ (circle one) ↑

If exempt, exemption #:_____
Please include a copy of your exemption certificate.

Please fill in state, parish, and city with respective tax percentages

State of _____%_____
Parish/County_____ %_____
City/Town _____% _____

Please complete information for all owners and/or partners

_____

Name Social Security # Spouse

_____

Address City & State Zip Code

_____

Name Social Security # Spouse

_____

Address City & State Zip Code

Bank Reference

Are you rated on D&B? YES NO

If yes, what is your D&B number?_____

_____ _____ _____

Applicant's Principal Bank Name of Loan Officer account #

_____

Address City, State, Zip Code

Bank Telephone# and email

Credit Reference

Please provide the name, addresses, phone numbers, and fax numbers of 3 credit references that we may contact. Please provide at least one prior fuel supplier.

1) _____

Name Address

_____

Telephone number email

2) _____

Name Address

_____

Telephone number email

3) _____

Name Address

_____

Telephone number email

Terms and conditions of delivery from Siarc, LLC.

Siarc LLC. strives to provide you with the best service and products available. Due to increasing raw material, freight, and numerous other escalating costs, Siarc LLC. must implement charges in order to continue to provide you with the best possible service. Charges are based on operating hours of Monday-Friday 7a.m.- 4p.m.

The charges are as follows:

- Request for deliveries are to be made by 5 p.m. on the day prior to your requested delivery date. Deliveries with less notification are subject to an emergency delivery fee of $250
- $250 service fee for deliveries requested between the hours of 4p.m.-7a.m.
- $250 service fee for deliveries requested on weekends
- $350 service fee for deliveries requested on holidays. Holidays are: New Years, Mardi Gras Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve (after 12p.m. noon), and Christmas Day.
- $150 small quantity delivery fee. For fuel orders less than 300 gallons.
- $125 minimum quantity fee. Must receive a minimum of 90% of ordered quantity.

Terms and conditions of credit form Siarc LLC.

This application is submitted by the undersigned (hereinafter referred to as the Applicant) for the purpose of maintaining a credit account Siarc LLC. All representations are accurate, complete and truthful to the best of the applicant's knowledge and belief.

The Applicant hereby authorizes any individual, firm or corporation given as credit references to disclose to Siarc LLC. orally or in writing any information which is pertinent to this application.

If the Applicant is a corporation, the undersigned affirmatively states that he is authorized to make application on behalf of said corporation and to obligate same for any credit extended thereto as a result of this application, and further that the corporation on whose behalf application is hereby made will continue to be bound and obligated for any credit advance hereto until notice to the contrary is given in writing via certified mail return receipt requested to : Siarc LLC. at P.O. Box 400, Gramercy, LA 70052.

If Applicant presents a financial statement as a part of this application, it will be attached hereto and made a part hereof. Applicant agrees to submit financial statements as requested by Siarc LLC., and that such financial statements will be accurate, complete and truthful.

Credit extended by Siarc LLC. to Applicant on fuel accounts shall be due within ten (10) days of the billing date to Applicant. Credit extended by Siarc LLC. on lubricant account shall be due within thirty (30) days of billing date to Applicant. Applicant agrees to pay the amounts due on or before the due date to avoid a FINANCE CHARGE. All accounts not paid by the due date shall be deemed past due. If Applicant's account becomes past due, it will be subject to a finance charge of 1½% per month on the outstanding amount. There is an ANNUAL PERCENTAGE RATE of 18%. It is expressly understood by Applicant that the existence of the FINANCE CHARGE does not affect Applicant's obligation to pay the account in full when due. Applicant's account will be delinquent when any part of the account is eleven (11) days old on fuel and thirty-one (31) days old on lubricant accounts. At the election of Siarc LLC., Applicant may be required to remit payments via electronic funds transfer (EFT). Upon Siarc LLC. request, Applicant will submit all information necessary for processing transactions via EFT and execute any and all documents required for payment via EFT.

Applicant agrees to a service charge in an amount equal to the greater of $35.00 or 5% of the payment balance for all payments returned by Applicant's bank, whether returned (i) NSF, (ii) for insufficient funds, (iii) Payment Stopped, or (iiii) otherwise,

If this account is not paid in full when due and it is placed in the hands of an attorney or collection agency for collection, Applicant agrees to pay thirty-five (35%) percent additional on principal and interest as collection fees, attorney's fees, and all court costs.

Applicant agrees that all claims involving any claim or shortage in quantity or deviation from quality must be submitted in writing within 72 hours of delivery. Failure of the Applicant to comply with these requirements shall operate as waiver of any and all claims by the Applicant regarding such products and goods.

Applicant agrees that Applicant will pay all amounts incurred for **attorneys' fees, costs, and expenses** if this account is placed for collection with an attorney or attorneys representing Siarc, LLC. In the event Siarc, LLC files suit, ***APPLICANT AGREES THAT VENUE AND JURISDICTION ARE PROPER IN A COURT LOCATED IN OR HAVING JURISDICTION OVER JEFFERSON PARISH, LOUISIANA.*** This is a knowing **WAIVER** of any rights Applicant or Applicant's company has to object to jurisdiction or venue.

NOTICE TO APPLICANT
DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT.
YOU ARE ENTITLED TO A COPY OF THE SIGNED AGREEMENT.

_____

Signature Title Date

_____

Print Name

Please send completed application via email in order to expedite the approval process. The completed application must still be mailed to the address below.

Siarc LLC.
P.O. Box 400
Gramercy, LA 70052
225-869-5596
225-869-3988 (fax)
info@siarcoil.com

EFT AGREEMENT

Siarc, LLC. hereinafter referred to as "Siarc Oil & Fuel" and _____, hereinafter referred to as "Customer", jointly agree, for consideration, the suffiency of which is hereby acknowledged, that on the due date of each invoice, hereafter, Siarc Oil & Fuel will initiate an electronic transfer from Customer's bank account for the balance amount of the invoice at that time. Each invoice to Customer will carry terms of "Net 10 Days". Siarc Oil & Fuel will fax or phone an electronic draft notification to Customer at least 1 day prior to transfer date.

AUTHORIZATION FOR PRE-ARRANGED PAYMENTS

ACOUNT NAME (CUSTOMER):_____

Customer hereby authorizes Siarc Oil & Fuel to initiate debt entries (charges) to Customer's checking account indicated below and the Depository Financial Institution named below, to charge the same account. This authority may be terminated upon thirty (30) days prior written notification of its termination from CUSTOMER to Siarc Oil & Fuel. Termination shall not affect debit or credit entries initiated prior to receipt of such notice.

FINANCIAL INSTITUTUION NAME: _____

CITY:_____ STATE:_____ZIP:_____

ABA ROUTING NUMBER:_____ ACCOUNT NUMBER:_____

This authorization shall remain in full force and effect until the Financial Institution and Siarc Oil & Fuel have received written notification from Customer of its termination in such time and manner as to afford them reasonable time to act on it.

CUSTOMER: _____

SIGNATURE:_____

PRINT NAME:_____

TITLE:_____

DATE:_____

SIARC, LLC.

SIGNATURE: _____

PRINT NAME: _____

TITLE:_____

DATE:_____

Please include a copy of a voided check



Guaranty

In order to induce Siarc, LLC. (hereinafter called "Seller"), to enter into this agreement _____ (hereinafter called "Guarantor") does hereby personally and individually guarantee, in solido, the prompt, full and faithful performance by _____ (hereinafter called "Purchaser") of all agreements, covenants, obligations and acts to be performed by Purchaser under this agreement and Guarantor covenants and agrees that in the event of Purchaser's default or defaults, upon Seller's demand, promptly to fulfill and perform and all agreements, covenants and obligations of this Agreement which may accrue, become due and payable or performable.

Customer agrees that Customer will pay all amounts incurred for **attorneys' fees, costs, and expenses** if this account is placed for collection with an attorney or attorneys representing Siarc. In the event Siarc files suit, ***CUSTOMER AGREES THAT VENUE AND JURISDICTION ARE PROPER IN A COURT LOCATED IN OR HAVING JURISDICTION OVER JEFFERSON PARISH, LOUISIANA.*** This is a knowing **WAIVER** of any rights Customer or Customer's company has to object to jurisdiction or venue.

******Please include a personal financial statement*******

_____
Signature Title Date

_____
Print Name

_____
Social Security Number

_____
Home Address

_____
City State Zip Code