

CHRISTENSEN

1060 Jadwin Ave. Richland, WA 99352

COMMERCIAL 855.335.9448
commercialsales@christensenua.com

FLEET CARD 888.266.3030
customer@christensenua.com

CHRISTENSENUSA.COM

CUSTOMER APPLICATION

The information contained herein is provided for the purpose of obtaining credit and becoming a customer of Christensen, Inc. Please fill out this form completely. Incomplete forms may not be processed. A copy of your most recent financial statement or tax return may be required.

DATE _____ SALES CONTACT _____

BUSINESS INFORMATION

PLEASE ADD ADDITIONAL DELIVERY ADDRESSES ON PAGE 5

Federal Tax ID # _____ Business License # _____

Legal Company Name _____ DBA _____

Delivery Address _____
STREET CITY STATE ZIP

Business Address _____
STREET CITY STATE ZIP

Primary Phone _____ Secondary Phone _____

Email _____ Fax _____

Type of Organization Sole Proprietorship Partnership Corporation LLC

Type of Business _____ # of Employees _____ # of Years in Business _____

OWNERSHIP INFORMATION

Name _____ SSN # _____ Title _____

Home Address _____
STREET CITY STATE ZIP

Phone _____ Email _____

Name _____ SSN # _____ Title _____

Home Address _____
STREET CITY STATE ZIP

Phone _____ Email _____

ACCOUNTS PAYABLE CONTACTS

PRIMARY ACCOUNTS PAYABLE CONTACT

Name _____ Phone _____ Email _____

SECONDARY ACCOUNTS PAYABLE CONTACT

Name _____ Phone _____ Email _____

Email Address for Electronic Invoice _____

BANK REFERENCE

Bank Name _____ Contact _____ Phone _____

Account # _____ Email _____

TRADE REFERENCES

Company Name _____ Phone _____ Email _____

Company Name _____ Phone _____ Email _____

Company Name _____ Phone _____ Email _____

CHRISTENSEN PRODUCTS & TERMS

Transport Loads of Fuel Propane Diesel (Off-Road) Diesel Lubricants

Grease/Oil Gasoline Heating Oil Reliability Services Fleet Card

Other _____

Reseller's Permit #

Are your purchases from Christensen going to be tax exempt? Yes

If yes, please attach all tax exemptions. Taxes will be charged on all invoices until exemptions are received. No

Requested Christensen Credit Limit

\$ _____

Please sign your first and last initial in the appropriate box(es) below. Initials **MUST** be handwritten and **CANNOT** be typed.

INITIAL	Product	Credit Terms
<input type="checkbox"/>	Bulk Fuel, Oils, Greases, Rents, Propane (Except Transport Loads), Heating Fuel	Net 30
<input type="checkbox"/>	Common Carrier Freight	Net 15 Days
<input type="checkbox"/>	Transport Loads & Wholesale/Contract Pricing	Load-To-Load Or 10 Days WHICHEVER COMES FIRST EFT Payment Required
<input type="checkbox"/>	Fleet Card	<input type="checkbox"/> 3 Day/Net 1 <input type="checkbox"/> 10 Day/Net 10 <input type="checkbox"/> 7 Day/Net 7 <input type="checkbox"/> 15 Day/Net 5

Anticipated monthly fuel usage (gallons) _____ # of Fuel Cards Needed _____

of Vehicles in Fleet _____ # of Drivers _____

NOTE: The initial credit limit is subject to periodic change based on the Applicant's financial status. Should outstanding credit balance exceed credit limit, payments must be made to bring Applicant below the credit limit before additional purchases can be allowed on a credit basis.

TERMS & CONDITIONS

THIS FUEL ACCESS CARD AND CREDIT AGREEMENT (this “Agreement”) is entered into among Christensen, Inc. (“Christensen”); and the undersigned Customer (“Customer”) regarding Customer’s applications (i) for credit from Christensen and (ii) to open a Christensen Fleet Card account and receive fuel access cards from Christensen Fleet Card. Christensen and Customer (collectively, the “Parties”) agree:

- 1. Credit Application.** Payment terms and payment method is subject to credit approval. The application is Christensen’s property (regardless of any credit decision). Customer represents that the information furnished in the attached credit application is true, complete, not misleading, and accurate. Customer hereby authorizes Christensen to provide information concerning the application to credit reporting agencies or other pertinent agencies and likewise to obtain information concerning the statements made in the application from such agencies. Christensen may use cell phone numbers provided by Customer to contact Customer’s principals at any time.
- 2. Finance Charges.** Customer will pay a finance charge computed at the periodic rate of 1.5% per month (annual rate of 18%) or, if less, the maximum rate otherwise allowed by law, on any past due balance owed to Christensen.
- 3. Security.** Customer hereby grants Christensen, Inc. a security interest in all goods delivered by Christensen to Customer and all products and proceeds thereof, including accounts and payment intangibles.
- 4. Fuel Access Cards; PINs.** Fuel access cards issued by Christensen to Customer are charge cards (i.e., NOT credit cards). By using fuel access cards, Customer accepts the obligation for full payment for all fuel registered through the Fleet Card account number(s) assigned to Customer by Christensen. Christensen will provide Customer with personal identification number(s) (PIN). To prevent unauthorized use of Customer’s account and fuel access cards, Customer must NOT write the PIN on the fuel access card or in a place where an unauthorized user may access it. Customer must safeguard the fuel access cards and PINs from all unauthorized users, including from devices that may skim or replicate the fuel access cards in some way.
- 5. Unauthorized Fuel Access Card Use.** Customer assumes all liability arising from the use, misuse, unauthorized use, loss or theft of any one or more of the fuel access cards. Customer is responsible for all purchases by any person using the fuel access cards issued to Customer, including criminal or fraudulent purchases. Customer is responsible for all transactions initiated with a skimmed or replicated fuel access card assigned to Customer. For example, if Customer discloses a PIN or writes a PIN on a fuel access card, then Customer is liable for any fraudulent use that may result therefrom, even if the disclosure is inadvertent or unintentional.

If Customer knows of or suspects the **loss, theft, or possible unauthorized use of a card or account**, or if Customer would like to terminate a fuel access card, then Customer must:

- a.** Immediately notify Christensen by calling **888.266.3030**, AND
- b.** E-mail a card termination notification with the applicable card number(s) to: customercare@christensenusa.com

Customer is responsible for all charges, including unauthorized charges, until Customer sends the card termination email notice to Christensen to disable the card(s). Customer must pay for all products delivered through the Fleet Card System occurring before Christensen receives that notice.

- 6. Safety Training; Indemnification.** Customer certifies that all employees and agents using a card issued under Customer’s account will be trained regarding applicable safety procedures and regulations for operations at all fueling locations. Customer will indemnify and hold Christensen and their members, managers, officers, directors, shareholders, and agents harmless from any liability, including any for bodily injury and property damage that may be caused in whole or in part by the use of the fuel access cards by the Customer or anyone using a fuel access card delivered to the Customer.
- 7. Fuel Prices; Taxes; Exemptions.** Fuel prices are subject to change at any time and without notice. Fuel purchased from the Fleet Card System will include applicable taxes unless Customer is exempt from tax pursuant to state and federal laws. Exemption from state taxes will only be granted upon proof of exemption, as required by Christensen. Customer retains full responsibility for tax payments should a taxable use arise, including cancellation or expiration of exemption permits.
- 8. Invoices; Check Deposit; Account Hold.** Customer will review all invoices provided by Christensen and will notify Christensen no later than 7 calendar days after the date of each invoice of any errors. After 15 calendar days, each invoice and the transactions described therein will be deemed binding on Customer. Christensen may electronically deposit any check payment received. Christensen may place Customer’s account on hold or on a C.O.D./cash only basis at Christensen’s option and without advance notice.
- 9. Termination.** Either party may terminate use of the Fuel Access Cards or Christensen Fleet Card Account, or Extension of Credit by giving 30 days’ written notice to the other party. Upon termination, Customer will immediately return all fuel access cards issued to Customer and immediately pay all outstanding sums owing to Christensen.
- 10. Attorney Fees.** If any party hereto obtains an attorney to bring suit or proceeding (including arbitration) to enforce or seek a declaration of rights under or arising from this Agreement, or to procure an adjudication or determination of the rights of the parties hereto, or employs an attorney in or out of court in any bankruptcy or reorganization proceedings to enforce, establish or protect such party’s rights hereunder, the party who prevails in such suit or proceeding (including arbitration and bankruptcy) shall be entitled to all of its reasonable attorneys’ fees, together with the reasonable costs of title and property searches, appraiser’s fees, expert fees, accounting fees, ex-parte fees, reports, photocopies, telephone tolls, mileage, travel, boarding, and any advanced costs and fees and all other necessary and reasonable costs so incurred, which sums shall be included in any settlement, agreement, order, judgment, award or decree, including any appeals therefrom or enforcement thereof. Customer further agrees to pay all costs incurred by Christensen relating to the collection of any past due balance, including collection agency fees and costs, attorney fees and costs, and any legal and court costs.
- 11. Interpretation; Venue.** This Agreement will be interpreted under the laws of the State of Washington. Any legal suit, action, or proceeding arising out of or based upon or relating to this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Washington in each case located in the City of Yakima and County of Yakima, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 12. Authority.** The undersigned individual represents and warrants that they have the authority to execute this Agreement and states that he or she is the duly authorized representative of the Customer and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Customer on whose behalf the representative is signing.
- 13. Countersignatures.** This Agreement may be executed in one or more counterparts and each will be considered an original once all signatures have been obtained. All counterparts will collectively constitute a single agreement. Furthermore, a facsimile or electronic PDF copy of any such signature or counterpart will be treated as an original and as effective as the original signature/counterpart.

SIGNATURES

OWNER 1

Print Name _____ Title _____

Signature _____ Date _____

OWNER 2

Print Name _____ Title _____

Signature _____ Date _____

PERSONAL GUARANTEE

In consideration of granting credit to the above applicant, hereinafter referred to as "CUSTOMER," any subsidiaries of "CUSTOMER" or any Corporation or LLC, or other entity related to "CUSTOMER" through common ownership, the undersigned Guarantors hereby each individually, jointly and severally, guarantee, unconditionally, the payment of any and all sums hereafter owing by "CUSTOMER" to Christensen, Inc. by reason of such sales, as well as service charges, interest or any other sums due Christensen, Inc. by "CUSTOMER," waive notice of default and all defenses of sureties other than substantive defenses available to "CUSTOMER," and agree that any bankruptcy, receivership or other insolvency proceeding of "CUSTOMER" shall not affect Guarantor's obligation hereunder, and further agree that as to each Guarantor this Guaranty shall be binding as to all credit advanced to "CUSTOMER" prior to any termination notice. The Guarantors agree to pay all attorneys' fees and collections costs and if suit is filed, pay all allowable court costs. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation on this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above-named business credit grantor, from time to time as may be needed, in the credit evaluation process.

GUARANTOR 1

Print Name _____ Title _____

Signature _____ Date _____

GUARANTOR 2

Print Name _____ Title _____

Signature _____ Date _____

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

I/we hereby authorize Christensen, Inc. and affiliated companies to initiate debit entries to the account listed below.

This applies to both Christensen, Inc. and Christensen Fleet Card accounts.

Bank Name _____ Phone _____

Bank Routing # _____ Bank Account # _____

Company Name _____ Contact _____

EFT Contact _____ Phone/Fax _____

Email for EFT Notification _____

Print Name _____

Signature _____ Date _____

VOID CHECK SUBMISSION

PLEASE ATTACH A VOID CHECK (FAX, EMAIL, MAIL ACCEPTED)

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE; (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT’S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580.

DELIVERY ADDRESSES

Please add additional delivery addresses below.

Delivery Address _____
STREET CITY STATE ZIP

Delivery Address _____
STREET CITY STATE ZIP

Delivery Address _____
STREET CITY STATE ZIP