

# Credit Application

**Ace Tank & Fueling Equipment**

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*Innovative Solutions ... Extraordinary Results*

## Company ("Customer") Information

Legal Entity Business Name: \_\_\_\_\_

Type of Entity and State of Formation: Corporation:  LLC:  Partnership:  Proprietorship:  State: \_\_\_\_\_

Address: \_\_\_\_\_ For Past \_\_\_\_\_ Years  
(Street) (City) (State) (Zip)

Shipping Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_ Business Email \_\_\_\_\_

D/B/A: \_\_\_\_\_ Federal Tax I.D. Number: \_\_\_\_\_

Prior Business Address (if applicable): \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date Established: \_\_\_\_\_

Entity responsible for payment of invoices if other than Customer and address: \_\_\_\_\_

How Long In Business? : \_\_\_\_\_ Does State, County or City require a License? Yes  No

If Yes, License Number: \_\_\_\_\_

If closely held corporation, partnership or limited liability company, list names and addresses of Principals (owners with >5% equity interest in the Customer):

Principal: \_\_\_\_\_

Principal: \_\_\_\_\_

Principal: \_\_\_\_\_

Line of Credit Requested \$ \_\_\_\_\_ Projected Annual Petroleum Equipment Purchases \$ \_\_\_\_\_

## Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Contact Email:	Contact Email:	Contact Email:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Fax:	Fax:	Fax:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

## Bank References

Institution Name:	Institution Name:	Institution Name:
Account Type & Number:	Account Type & Number:	Account Type & Number:
Address:	Address:	Address:
Phone:	Phone:	Phone:

State Sales/Use Tax: If you are exempt from Sales Tax, You must provide a copy of your State Tax Exemption Certificate for all applicable states.

Person to Contact Regarding Account: \_\_\_\_\_  
(Name) (Title) (Phone No.)

\_\_\_\_\_  
(Email)

\_\_\_\_\_ Initial

## CONDITIONS FOR EXTENSION OF CREDIT

As a material inducement for Ace Tank & Fueling Equipment's ("Seller") extension of credit to Customer, Customer and any individuals identified on page one, agree as follows:

1. The undersigned shall submit a financial statement. Any misrepresentation in this application will be considered evidence of material breach. Customer consents to Seller conducting such credit checks of Customer and any individuals identified on page one as Seller deems necessary to make a credit decision on this application.
2. Customer authorizes Seller, its employees, agents, attorneys, and assigns to contact Customer by telephone (whether land line or cellular phone) at any phone number that Customer uses, whether or not such number is listed below, by using an automatic telephone dialing system as defined by 47 U.S.C. §227 and implementing FCC regulations for purposes of administering any extensions of credit granted by Seller pursuant to this credit application. This consent extends to third parties engaged by Seller to collect balances due.
3. The Guaranty of Payment attached shall be executed by one or more guarantors satisfactory to Seller. Customer and Guarantor(s) authorize Seller and its agents (including any collection agency hired by Seller) to obtain credit reports on each of them as part of the credit application and collection process and they consent to the means of contacting them authorized by paragraph 2 immediately above.
4. The Terms and Conditions of Sale attached are incorporated by reference and shall apply to all sales of goods and ancillary services, including finance charges, by Seller to Customer. The Terms and Conditions of Sale supersede any terms of sale contained on any purchase order delivered by Customer. In the event the Terms and Conditions of Sale attached to this Credit Application differ from the Terms and Conditions of Sale published on Seller's website, [www.acetank.com/about/company-policies](http://www.acetank.com/about/company-policies) on the date Seller accepts Customer's purchase order, the Terms and Conditions of Sale posted on Seller's website as of the date of such purchase order shall supersede the Terms and Conditions of Sale attached to this credit application as well as any contrary terms of sale in the purchase order.
5. Customer represents, warrants and acknowledges that it is not purchasing goods from Seller for the purpose of exporting the same to any buyer in any nation with which the United States of America prohibits trade or imposes export restrictions. Such nations include, but are not limited to: Cuba, Iran, The Republic of Korea (North Korea) or any other nation appearing from time to time on the Export Control list published by the United States Departments of State and Commerce. Customer represents and warrants that it is not purchasing goods at wholesale with intent of reselling said goods at retail in these nations. Nothing contained in this Section 5 shall be construed as prohibiting a construction contractor from purchasing the goods to fulfill the terms of a contract to which it is a contractor or sub-contractor. In such event, Seller shall not be deemed a sub-contractor but a supplier only; with the lien rights of a supplier. If the goods are to be installed by Customer in fulfillment of a construction contract or sub-contract, Customer shall furnish the following additional information on separate attachments: (a) name of property owner; (b) address and legal description of property; (c) name of general contractor if different than Customer; (d) name of first tier sub-contractor if Customer is a second, or lower, tier sub-contractor.
6. In the event Customer is a general or sub-contractor and goods are intended to be delivered, installed and title transferred to an end user, Customer represents warrants and acknowledges that it shall furnish a copy of the Terms and Conditions of Sale (including warranties and limitations) to the end user.
7. In any action to collect money due, the prevailing party shall be entitled to its cost of suit, including its reasonable attorney's fees as determined by the court having jurisdiction over the dispute.
8. The individual signing this application represents and warrants that he/she has full legal authority to apply for credit with Seller and to bind Customer to these credit terms and the Terms and Conditions of Sale.
9. The terms contained in this credit application, including the Terms and Conditions of Sale attached, may only be altered or waived by Seller in writing executed by Seller's President or COO.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_ Initial

## TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale of any product or service by Ace Tank & Fueling Equipment ("Seller") to any and all Customers shall be governed by the Terms and Conditions of Sale ("T&Cs") set forth on Seller's website, which Seller may modify from time to time. If, and to the extent that, the following T&Cs vary from any written T&Cs contained on any purchase order or sales confirmation between Seller and the Customer of such product or service, the T&Cs published on Seller's website in effect on the date of acceptance by Seller shall supersede any other writing.

1. **PRICE.** Unless otherwise agreed, any written prices quoted by Seller shall remain good for 30 days from quotation date. No price offer shall be effective unless in writing signed by Seller. By accepting delivery of the goods purchased from Seller, Customer agrees to the T&Cs stated on Seller's website. For Customer's convenience only, and not to alter these T&Cs, Customer may use any form of Purchase Order customary to its business practices. However, in the event of any conflict between those terms and these T&Cs, these T&Cs shall govern.
2. **SERVICES.** Unless otherwise agreed in writing, Seller shall provide no services to Customer beyond fulfilling these T&Cs. Customer acknowledges Seller has not designed or engineered any of the product or systems identified on the face hereof. Customer further acknowledges that it has furnished Seller with plans, specifications and its requirements and has not relied on Seller's recommendations or designs.
3. **PAYMENT.** Customer agrees to make payment within Seller's terms of payment as stated in the Terms area of the Invoice, or Customer will be subject to and responsible for charges of 1-1/2% per month ( 18% annum) from the date payment is due until the date payment is made or the maximum amount allowed by law.
4. **TITLE AND DELIVERY AND RISK OF LOSS IN TRANSIT.** Time is not of the essence of this transaction. Seller shall use its best efforts to meet Customer's delivery date requirements. Seller shall notify customer of any reasonably foreseeable delays in delivery. Unless otherwise agreed, all goods will be shipped F.O.B. point of shipment, and title and risk of loss or damage to the goods shall pass to the Customer upon Seller's tender of delivery to carrier at origin. Seller's performance shall be deemed complete on tender to the originating carrier. Any freight allowance which Seller may grant based upon dollar value of a shipment, or upon the type of goods involved, shall be construed solely as a price term and not as a delivery term. Unless otherwise agreed in writing, Seller shall ship product freight collect using the carrier of Customer's choice. If Customer fails to select a carrier, Seller shall do so, at rates established by the carrier it selects. In all instances, Customer bears the burden of insuring the goods against risk of loss or damage in transit whether domestic or international and regardless of mode of transit. In the event Customer fails to note loss or damage on bills of lading at delivery, the shipment shall be deemed to have been received in good order. Failure to note any patent loss and damage shall conclusively be deemed a waiver of claims for cargo loss or damage.
5. **ERRORS.** Typographical and/or mathematical errors made by Seller in quotations, acknowledgements or invoices are subject to correction. Customer shall notify Seller in writing of any *latent* loss or damage claim (including any claimed error in quantity shipped) within 5 business days after receipt of the goods or such claim shall be deemed waived.
6. **INSPECTION AND ACCEPTANCE.** Customer shall count and inspect goods within three business days following delivery at destination. Unless the shipment, or any lot thereof, is rejected within five business days following carrier's tender of delivery, Customer will be deemed to have accepted the goods. No goods may be returned without the Seller's permission, and if authorized for return, transportation charges must be prepaid by Customer unless otherwise noted by Seller in the authorization to return goods. All goods authorized for return are subject to Seller's inspection and acceptance on return, and a minimum handling charge equal to 15% of the purchase price of the goods, or \$20.00, whichever is greater, will be assessed, unless otherwise noted in Seller's authorization to return said goods.
7. **CHANGES OR CANCELLATIONS.** Cancellation, suspension, or variation of the order shall be valid only with the consent and upon terms agreed to by the Seller in writing. In the event of such agreement Customer shall pay to Seller any cancellation, or other charges or expenses, including loss of profit, as compensation for all loss incurred as a result of cancellation.
8. **WARRANTIES AND DISCLAIMER.** SELLER MAKES NO EXPRESS WARRANTY WITH RESPECT TO THE GOODS SOLD TO CUSTOMER. SELLER MAKES NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE GOODS SOLD TO CUSTOMER. CUSTOMER RECOGNIZES THAT ITS WARRANTY RIGHTS ARE LIMITED TO, AND BY, THE MANUFACTURERS OF THE PRODUCTS PURCHASED. THE TERMS OF SUCH WARRANTES CAN BE OBTAINED AT [www.acetank.com/about/company-policies](http://www.acetank.com/about/company-policies). BY REMITTING ITS PURCHASE ORDER TO SELLER, CUSTOMER ACCEPTS THE TERMS AND LIMITATION OF WARRANTIES AS PUBLISHED ON THIS WEBSITE. CUSTOMER WAIVES ANY AND ALL CLAIMS IT HAS, OR MAY HAVE, AGAINST SELLER FOR ANY CLAIM ARISING FROM BREACH OF WARRANTY, WHETHER EXPRESS OR IMPLIED. IN THE EVENT CUSTOMER HAS A WARRANTY CLAIM, CUSTOMER'S RIGHTS, REMEDIES AND LIMITATIONS OR REMEDIES SHALL BE AS DEFINED IN, AND LIMITED BY, THE MANUFACTURERS' WRITTEN WARRANTIES, AS SET FORTH ON SELLER'S WEBSITE. Those products which are manufactured by Source North America are subject to a separate Limited Express Warranty available on Source's website, [www.sourcena.com/warranties](http://www.sourcena.com/warranties).
9. **DISPUTES AND REMEDIES.** In the event Customer presents a claim for breach by Seller, Seller shall not be liable for any indirect, incidental or consequential damages to Customer or to any third party beneficiary. In the event of any claim for breach of warranty, Customer's remedies are limited by and to the terms of such warranty. In the event of any action to enforce or interpret this agreement, the prevailing party shall be entitled to recover its costs of such action, including its reasonable attorney's fees. Any dispute between the parties shall be resolved by arbitration conducted by the American Arbitration Association in Chicago, Illinois. Illinois law shall govern the interpretation and enforcement of these T&Cs without respect to that state's conflict of laws rules.
10. **CUSTOMER'S RESPONSIBILITY AND INDEMNITY OF SELLER.**
  - a. Customer assumes sole responsibility for providing adequate and efficient safe-ground, work-handling tools, and safety devices necessary to provide a safe workplace and to protect fully all personnel from bodily injury or death which otherwise may result from the use, operation, setup, or maintenance of the goods, including safeguards to prevent any release of liquid into the environment. Compliance with the Occupational Safety and Health Act and the regulations adopted under it and with other prevailing federal, state, and local codes and industry-accepted standards is the responsibility of the Customer. Seller shall bear no responsibility whatsoever for the failure of Customer to order, install, or use safeguards, work-handling tools; or safety devices. Customer shall establish, and require all persons who operate, set up, or maintain the goods to use all proper and safe operation procedures, including but not limited to, procedures set forth in any manuals or instruction sheets relating to the goods. Customer shall not remove or modify any devices, warning signs, or manuals furnished with or installed upon or attached to the goods. Customer waives any and all claims that it may have against Seller for any loss, injury or damages arising from Customer's use or re-sale of the goods identified on the face hereof. Customer shall insure that all goods are installed in accordance with manufacturer's installation instructions and applicable local and state codes.
  - b. Customer shall assume responsibility for the design and specifications of fuel storage and delivery systems purchased from Seller. Seller may substitute equal or better product for products specified by Customer, provided that such equal or better product shall be offered at the price set forth in Seller's sales acceptance.
  - c. In the event of any malfunction of equipment (an "Occurrence") purchased by Customer from Seller, Customer shall provide written shall notify Seller of the Occurrence promptly not later than ten (10) days after the Occurrence. Customer shall cooperate fully with Seller in investigating and determining the cause of any such Occurrence.
  - d. Customer shall indemnify, defend and hold Seller and its agents and employees harmless from and against any and all loss, damage, expense (including reasonable attorney's fees), claims, suits, or liabilities arising from the installation and/or use of the goods.
11. **LIMITATION OF ACTION.** Any action or suit against Seller arising in any way from the quotation, the T&Cs, or with respect to the goods shall be commenced within one (1) year after the date of acceptance of the goods.
12. **SEVERABILITY & WAIVER.** The invalidity of any of the T&Cs provided on the invoice shall not invalidate the remaining valid T&Cs which shall remain in full force and effect. No waiver of performance required by Customer shall be valid unless in writing by Seller or his representative. No waiver of specific action shall be construed as a waiver of future performance.
13. **EXPORT SALES.** Customer shall not use the goods, or offer them for resale, in any nature to which export of United States manufactured goods is restricted under federal law. In the event Customer is acquiring the goods for resale, it will do so in accordance with all United States trade regulations and prohibitions.

**GUARANTY OF PAYMENT**

In consideration for the extension of credit on open account terms (the "Guaranteed Obligations") by Ace Tank & Fueling Equipment, ("Seller") to \_\_\_\_\_ ("Customer") with respect to the sale of goods and services, the undersigned Guarantor(s) jointly and severally, unconditionally, and absolutely guaranty to Seller the due and prompt payment and performance of all of Customer's obligations to Seller arising from sales of goods and services to Customer by Seller whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, now existing or hereafter incurred, created or arising.

Seller shall have the right to seek recourse against Guarantor(s) to the full extent provided for in this Guaranty and against Customers to the full extent of Customer's obligations to Seller. No election to proceed in one form of action or proceeding, or against any Person, or on any obligation, shall constitute a waiver of Seller's right to proceed in any other form of action or proceeding or against any other Person unless Seller has expressly waived such right in writing. Specifically, and without limiting the generality of the foregoing, no action or proceeding by Seller against Customer shall serve to diminish the liability of Guarantor(s).

This Guaranty is a primary, immediate, original, and joint and several obligation of Guarantor(s). It is an absolute, unconditional, continuing, and irrevocable guaranty of payment of the Guaranteed Obligations and not of collectability only; is not contingent upon the exercise or enforcement by Seller of whatever rights or remedies Seller may have against Customer or others, or the enforcement of any Lien or realization upon any Collateral or other security that Seller may at any time possess; and shall remain in full force and effect without regard to future changes in conditions, including change of law or any invalidity or unenforceability of any of the Customer's obligations to Seller.

Guarantors' payment of the Guaranteed Obligations shall be without setoff or other deductions, irrespective of any counterclaim, defense or other claim that Customer or Guarantor may have or assert at any time. If for any reason Customer: (a) has no legal existence; (b) is under no legal obligation to discharge any of its obligations to Seller; (c) by reason of its insolvency, bankruptcy, reorganization or by other operation of law is relieved of its obligations to Seller, this Guaranty shall nevertheless be binding on Guarantor(s) to the same extent as if Guarantor(s) had at all times been the principle obligor on all such obligations.

The books and records of Seller showing the account between Seller and Customer shall be admissible in evidence in any action or proceeding against or involving Guarantor(s) as prima facie proof of the items therein set forth, and the monthly statements of Seller rendered to Customer, to the extent no written objection thereto is made within 30 days from the date of sending thereof to Customers, shall be deemed conclusively correct and shall constitute an account stated among Seller and Customer and shall be binding on Guarantor(s). Seller may also collect any reasonable fees and interest incurred in the collection of post-due accounts from Customer and/or Guarantor(s).

As a material inducement to Seller, the undersigned Guarantor(s) expressly consent to Seller, its employees, agents (including third party collection agencies), attorneys and assigns to contact Guarantors by telephone (whether land line or cellular phone) at any phone number that Guarantor uses, whether or not such number is listed below, by using an automatic telephone dialing system as defined by 47 U.S.C. 227 and implementing FCC regulations for purposes of administering any extensions of credit granted by Seller pursuant to this credit application, including communications for the purpose of collecting balances due.

Guarantor Name	Guarantor SSN	Cell Phone Number	Guarantor Signature