

**RED STAR OIL COMPANY, INC.**

802 Purser Drive 401 South  
 Raleigh, North Carolina 27603  
 Phone: (919) 772-1944  
 Fax: (919) 779-8871

**BUSINESS CREDIT APPLICATION**

<b>LEGAL NAME OF PURCHASER:</b>	<b>E-MAIL ADDRESS:</b>
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**PLEASE SELECT ONE:**     SOLE PROPRIETORSHIP     PARTNERSHIP     CORPORATION     NON-PROFIT     JOINT VENTURE     LLC

<b>STREET ADDRESS:</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>MAILING ADDRESS (if different) :</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>COUNTY:</b>	<b>BUSINESS PHONE:</b>	<b>BUSINESS FAX:</b>	
<b>ESTIMATED MONTHLY PURCHASES: \$</b>	<b>TYPE OF BUSINESS</b>	<b>NO. OF EMPLOYEES</b>	<b>IN BUSINESS SINCE:</b>
<b>CONTACT PERSON:</b>	<b>PHONE:</b>	<b>MOBILE:</b>	
<b>FEDERAL TAX ID: / SSN:</b>	<b>E-MAIL:</b>		

**GUARANTORS:**

<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE:</b>	<b>SSN:</b>
<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE:</b>	<b>SSN:</b>

**FINANCE:**

<b>BANK</b>	<b>BANK ADDRESS</b>	<b>BANK OFFICER</b>	<b>PHONE</b>
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**REFERENCES:**

<b>BUSINESS NAME</b>	<b>ADDRESS</b>	<b>PHONE</b>
<b>BUSINESS NAME</b>	<b>ADDRESS</b>	<b>PHONE</b>
<b>BUSINESS NAME</b>	<b>ADDRESS</b>	<b>PHONE</b>

**PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT**

Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Red Star Oil Company, Inc. ("Seller"), including Purchaser's attached financial statement, is true, accurate, and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each Guarantor authorize Seller to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable sales laws. Purchaser agrees that all Terms and Conditions of Sale on the reverse side or second page of this Business Credit Application and Personal Guaranty, as the same may be amended by written notice to Purchaser from time to time shall apply to all sales and extensions of credit made to Purchaser by Seller.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**PERSONAL GUARANTY**

To induce the extension of credit to Purchaser, Guarantor (jointly and severally if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller including any costs, expenses, and reasonable attorney's fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable, and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or Seller's arrangements with any other Guarantor. Guarantor may by written notice to Seller at its Main Office terminate its guarantee as to any new extension of credit to Purchaser made more than ten days after such written notice, but guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend to Purchaser at the close of business on the tenth day following Seller's receipt of such notice Guarantor agrees to provide personal financial information as reasonably requested by Seller.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall mean Red Star Oil Company, Inc.

All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any Inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein and all prior proposals and negotiations are merged herein.

Prices In quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of Shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturers shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control.

Seller does not manufacture or refine any fuel products, and said products are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original refiner or manufacturer of such product.

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT. SELLER MUST BE GIVEN WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY PURCHASER. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER

No credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to return charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser for goods, which are damaged or lost while in the possession of a common carrier not operated by Seller, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier.

Any change in quantities or destination may result in a price adjustment by Seller.

Unless otherwise stated, payment terms are Net 30 days. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. Purchaser agrees to pay Seller on past due accounts a monthly interest charge of 1½% (one and a half percent), or 18% annual rate of interest. The interest rate stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt.

Purchaser agrees to pay Seller all costs and expenses of collection, suit or any other legal action, including all actual reasonable attorney's and paralegal fees, incurred prior and after filing of a lawsuit, through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller without the consent of Purchaser.

Purchaser waives any and all privileges and rights, which Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought by either as a result of the account or business relationship between Purchaser and Seller shall be brought in Wake County, North Carolina.

If Purchaser fails to comply with these Terms and Conditions of Sale, or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.