



www.cosbyoil.com

Cosby Oil Company

CREDIT APPLICATION

12902 EAST PARK STREET • SANTA FE SPRINGS, CA 90670-4097 • (562) 946-4404 • (800) 542-6729
CREDIT FAX: (562) 236-1974 • CORP FAX: (562) 944-3664

Cosby Oil Company

APPLICATION FOR CREDIT

PART I

Legal Company Name _____ Trade Name _____

Contact Name _____ E-mail Address _____

Billing Address _____
STREET CITY STATE ZIP PHONE

Delivery Address _____
STREET CITY STATE ZIP PHONE

Business Telephone (including area code) (_____) _____ Fax (_____) _____

Type of Business Organization (check one) Sole Proprietorship Partnership Corporation State of _____

Year Established _____ Annual Sales \$ _____ Federal ID # _____ Articles of Corp # _____

Has this firm or any of its principals ever filed bankruptcy? Yes No DUNS # _____

PART II

Owner(s) or Partner(s) Name(s): (Attach additional sheets if necessary)

Name _____
FIRST MIDDLE LAST SOCIAL SECURITY NUMBER

Residential Address _____
STREET CITY STATE ZIP PHONE

Previous Address _____
(if above less than 5 yrs.) STREET CITY STATE ZIP PHONE

Name _____
FIRST MIDDLE LAST SOCIAL SECURITY NUMBER

Residential Address _____
STREET CITY STATE ZIP PHONE

Previous Address _____
(if above less than 5 yrs.) STREET CITY STATE ZIP PHONE

PART III

BANK REFERENCE

Name of Bank _____ Person to Contact _____

_____ STREET CITY STATE ZIP

Type of Relationship

Checking Account # _____ Bank Telephone (_____) _____

Savings Account # _____ Loan Account # _____

PART IV

MAJOR CREDIT REFERENCES (Give only names of those you buy from on open account)

① Company Name _____ Person to Contact _____ PHONE FAX _____
STREET CITY STATE ZIP

② Company Name _____ Person to Contact _____ PHONE FAX _____
STREET CITY STATE ZIP

③ Company Name _____ Person to Contact _____ PHONE FAX _____
STREET CITY STATE ZIP

PART V

PART VI

Please attach current financial statements.

Credit Limit Requested Per Month \$ _____

PART VII

CREDIT TERMS AND CREDIT AGREEMENT

The undersigned agrees to the following terms in all credit transactions with Cosby Oil Company unless otherwise agreed to in writing by authorized Company officers:

PAYMENT TERMS

- Oil, Lubes, Greases and Specialty Products: ➤ Net 30 Days from date of delivery.
- Motor Fuel Products: ➤ Net 10 Days from date of delivery.
- Fuel Management System: ➤ Net 10 Days from date of invoice.

The undersigned further agrees to pay a service charge of 1.5% per month (18% annual rate) on all past due amounts computed from the due date of each invoice; a handling charge of \$25 for each returned check; and all collection costs and legal fees. All payments are due at our office in Santa Fe Springs, California.

I have read, understood and agree to the Terms and Conditions Agreement presented with this application.

I authorize the references listed above in Part III and IV to release to Cosby Oil Company information related to applicant's accounts.

I warrant the above information to be true, correct and complete; I agree to abide by Cosby Oil Company's Credit Policy if credit is granted; and I have received and signed Cosby Oil Company's Terms and Credit Agreement.

A copy of this authorization shall be as valid as the original.

PLEASE PRINT NAME & TITLE

SIGNATURE (must be company principal)

COMPANY

DATE

CREDIT INVESTIGATION AUTHORIZATION

I hereby authorize Cosby Oil Company to make whatever credit investigations they may deem appropriate and to exchange any information they may receive in the course of such investigations. A copy of this authorization shall be as valid as the original.

GUARANTOR SIGNATURE

GUARANTOR SIGNATURE

PLEASE PRINT NAME HERE

PLEASE PRINT NAME HERE

DATE

DATE

FOR OFFICE USE ONLY

Credit Approval _____

Credit Limit \$ _____

Credit Restrictions _____

Date _____

Marketing Representative # _____

Equipment on File _____

CONTINUING GUARANTY

For valuable consideration, including the inducement to provide credit to _____ (hereinafter called "Debtor"), which would otherwise be denied, the undersigned (hereinafter called "Guarantor") absolutely and unconditionally guarantees and promises to pay to COSBY OIL COMPANY, INC., a California corporation (hereinafter called "Company") its affiliates, successors and assigns, or order, in lawful money of the United States any and all indebtedness of Debtor to Company in whatever amount may be owing to Company whether such indebtedness now exists, or is incurred hereafter, whether voluntary or involuntary and however arising, whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery on such indebtedness may be or hereafter become barred by any statute of limitations.

This is a continuing guaranty relating to any and all indebtedness, including that arising under successive transactions which shall either continue this indebtedness or from time to time renew it after it has been satisfied. This guaranty shall not apply to any indebtedness created after receipt by Company of written notice of its revocation as to future transactions, such notice to be sent by Certified Mail, Return Receipt Requested, to Company at: **12902 East Park Street, Santa Fe Springs, California 90670**. The termination of this guaranty shall not have any retroactive effect with respect to obligations of Debtor incurred prior to termination.

Guarantor agrees that it is directly and primarily liable to Company, that the obligations hereunder are independent of the obligation of Debtor, and that a separate action or actions may be brought against Guarantor whether action is brought against Debtor or whether Debtor is joined in any such action or actions. Guarantor agrees to pay a reasonable attorney fee and all other costs and expenses which may be incurred by Company in the enforcement of this guaranty.

This guaranty shall not be abrogated or affected in any manner by any change in the firm or status of the Debtor, whether caused by death, by the admission of any new member or members or by the withdrawal of any member of members, or by any change from any cause whatsoever.

IN WITNESS WHEREOF the undersigned (have, has) executed this guaranty this _____ day of _____, 20_____.

GUARANTOR:

SIGN: _____

PRINT:
(Name &
Address) _____

SS #: _____

WITNESS: _____
(Signature)

PRINT: _____
(Name)

A COPY OF THIS GUARANTY SHALL BE AS VALID AS THE ORIGINAL.

SALES TAX RESALE CERTIFICATE

In compliance with Sales and Use Tax Laws it is necessary that we have from all our customers a signed re-sale certificate, with their State Sales Tax Permit Number, to show that the merchandise has been purchased for re-sale.

FIRM NAME _____

I HEREBY CERTIFY,

That I hold valid Seller's Permit No. _____
issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

_____ that the tangible personal property described herein which I shall purchase from Cosby Oil Company, Inc. will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the State and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: **PETROLEUM PRODUCTS.**

Dated _____, 20_____ Signature _____

at _____ By and Title _____

Phone _____ Address _____