



# Pugs Fuel Oil Service, Inc.

2703 Sparrows Point Road Baltimore, MD. 21219  
Office 410.477.3345 Fax 410.477.3163

## Commercial Credit Application & Agreement Terms

Company's Name \_\_\_\_\_  
Billing Address \_\_\_\_\_  
Phone Numbers \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person \_\_\_\_\_

Type of Business \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ LLC \_\_\_\_\_ LLP \_\_\_\_\_ LLLP

If Entity, Where formed \_\_\_\_\_  
Years in Business \_\_\_\_\_  
Names of Owners/Officers \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number \_\_\_\_\_

Fuel Tax Exemption Numbers (if applicable) State \_\_\_\_\_ Federal \_\_\_\_\_

Dun and Bradstreet Rating & Duns Number \_\_\_\_\_

Bank Reference \_\_\_\_\_ Address \_\_\_\_\_

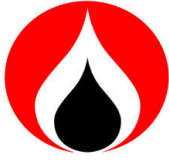
Acc. Representative \_\_\_\_\_ Phone \_\_\_\_\_

Checking Account # \_\_\_\_\_ Saving Account# \_\_\_\_\_

Please attach a copy of your most recent financial statement for credit over 15,000 dollars  
Credit references (please list five)

Name	Address	Phone	Fax

IS THIS COMPANY OR YOU CURRENTLY NAMED AS A DEFENDANT IN ANY LITIGATION? \_\_\_\_\_  
IF YES GIVE DETAILS. \_\_\_\_\_  
ARE THERE ANY JUDGMENTS AGAINST THIS COMPANY/ YOU? \_\_\_\_\_  
IF YES GIVE DETAILS. \_\_\_\_\_



## Commercial Credit Application page 2

### Terms and Conditions of Sale

the following terms and conditions will apply to the sale of petroleum products ("Products") SELLER. The Term "Seller" shall hereinafter refer to Pug's Fuel Oil Service Inc.

Buyer. The term "Buyer" shall hereinafter refer to (I) all Parties who have signed page one (the face) of the Credit Application, including Individual guarantors, spouses and all corporate and partnership entities listed thereon, and (I) if no such Credit Application has been executed. The Individual and/or entity listed on the front of the invoice. Each such individual and entity is deemed to be a purchaser of the products and each such individual and entity shall be subject to all the obligations contained herein, Including, but not limited to, the obligation to pay the purchase price.

PRICES. All prices are subject to change without notice, to the applicable price in effect at the time of delivery

PAYMENTS. Purchase prices are due and payable as set forth on the invoice. Any balance of the purchase price still unpaid after said date shall bear a service charge of one and one-half percent (1 1/2%) per month. Should this rate exceed the maximum rate allowed by law, that lawful maximum rate shall apply on all invoices not stated. Any account not paid within 60 days from the date of invoice shall be referred to our attorney for collection and the buyer agrees to pay the attorney fee to the seller. of 15% of the amount not paid after 60 days. If seller files suit to collect its balance, then the buyer shall pay attorney's fees to the seller equal to 25% of the amount due plus court costs and service of process fees. Any complaints as to quantity, quality or delivery of the products shall not permit a set-off or reduction in the purchase price payable for said Products. Buyer's exclusive remedies in such an instance are described herein under "complaint As To Quantity, Quality and Delivery" Remittances marked to indicate payment in full will be deposited by us notwithstanding such markings, and such deposit shall not indicate our acceptance of the remittance as payment In Full.

COMPLAINTS AS TO QUANTITY, QUALITY AND DELIVERY. Buyer shall immediately upon delivery notify Seller by phone or otherwise as to any alleged shortages, delay or non-conforming Products. Buyer must thereafter confirm his complaint in writing to Seller within five (5) business days of delivery. The seller will promptly conduct an investigation of the complaint. If the seller determines that the complaint has merit, the seller will either: (I) authorize the buyer in writing to return the products, in the same condition as delivered to the buyer, for a refund of the purchase price; or (ii) give the buyer a credit toward future purchases, said credit to be in an amount determined solely by the seller. Absent the express written consent of the seller, neither a delay in the delivery of the products nor any damage to the products resulting from delivery of the products by an independents carrier, will be the basis for a return and refund or a credit toward future purchases.

WARRANTIES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR DO SELLER MAKE ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND. SELLER SHALL NOT BE LIABLE FOR ANY OR CONSEQUENTIAL DAMAGES. WHETHER OR NOT ARISING OUT OF ANY DEFECT, DELAY, NON DELIVERY.

ERRORS: Errors in extension or other clerical errors are subject to correction.

MECHANICS / MATERIAL LIEN: Buyer agrees to immediately notify the seller in writing if the products are used at any address or location other than that shown as the delivery address.

TAXES: Seller will not have the responsibility to remit any federal diesel Fuel tax, and other Federal tax, or any State or Local Tax except those Taxes in the amount itemized on its invoices. Only those specific taxes listed on the invoice and actually paid to seller by buyer shall be remitted by the seller to the appropriate Government Agency on or before date due as required by law. Buyer shall be responsible for the payment of all other taxes. Seller warrants the goods delivered on its orders will be produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and or regulations and orders of the United States Department of Labor issued under Section 14 thereof.

SEVERABILITY: If any of the terms and conditions hereof are found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining terms and conditions.

APPLICABLE LAW: This agreement shall be governed by the laws of the state of Maryland.

ENTIRE AGREEMENT: This constitutes the entire agreement between the parties hereto, and any representation, affirmation of fact. Course of price dealings or usage of the trade not incorporated herein shall not be binding upon either party. The buyer agrees that the printed provisions of this agreement shall govern and that no handwritten or other alterations of this agreement shall apply unless specifically authorized in writing by a specially authorized representative of the seller.



# Pugs Fuel Oil Service, Inc.

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The customer/applicant acknowledges that he/she has read the terms and conditions of sale set forth on Page 2 of this credit application and expressly agrees that all sales made by Pugs Fuel Oil Service, Inc. To the customer/applicant be governed by said terms and conditions of the sale. The undersigned applicant/ customer and guarantors do hereby swear and affirm under penalties of perjury that the contents of the above application and attached financial statement are true and correct to the best of his/her/their knowledge. Information and belief.

### For Partnerships, LLC. LLP's. LLLP's

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Name of general partner member

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of individual guarantor

\_\_\_\_\_  
Signature of individual guarantor

### For Corporations

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Corporation Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of individual guarantor

\_\_\_\_\_  
Signature of individual guarantor

### For Sole Proprietorship

\_\_\_\_\_  
Name of Sole ProprietOR

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Spouse as guarantor

\_\_\_\_\_  
Printed Name