



# BUSINESS CREDIT SALE APPLICATION

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**Maui:** 385 Hukilike Street, #101 Kahului, Hawaii 96732  
t: 808.270.2800 f: 808.270.2801

**Hilo:** 16 Railroad Avenue, #202 Hilo, Hawaii 96720  
t: 808.935.6641 f: 808.934.7197

**Kona:** 74-5558 B Kaiwi Street Kailua-Kona, Hawaii 96740  
t: 808.329.1862 f: 808.326.2755

SERVICES REQUESTED? Please check all that apply:

ESTIMATED MONTHLY VOLUME (gallons): \_\_\_\_\_

HFN  Bulk Fuel  Lubricant & Grease  Used Oil Collection

## BUSINESS INFORMATION

BUSINESS NAME: \_\_\_\_\_ EIN: \_\_\_\_\_

BUSINESS TYPE (please check one):

Sole Proprietorship  Partnership  Corporation  LLC  Other: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ APT/SUITE: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ APT/SUITE: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE (Office): \_\_\_\_\_ PHONE (Fax): \_\_\_\_\_

AUTHORIZED CONTACT Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

AUTHORIZED CONTACT Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## PRINCIPAL/OWNER INFORMATION

LEGAL NAME Name: \_\_\_\_\_ Phone: \_\_\_\_\_

STREET (HOME) ADDRESS: \_\_\_\_\_ APT/SUITE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ SSN: \_\_\_\_\_

## TRADE (BUSINESS) REFERENCES

(Open accounts, suppliers, service companies, etc.)

1 NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PURPOSE: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

2 NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PURPOSE: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

3 NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PURPOSE: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

## HFN – DRIVER/VEHICLE LIST

DRIVER AND/OR VEHICLE NAME <small>(up to 16 characters including spaces)</small>										SELECT 4 DIGIT PIN NUMBER				GAS	HIGHWAY DIESEL	OFF-ROAD DIESEL	ODOMETER READING	VEHICLE NUMBER
1.														<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.														<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.														<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.														<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.														<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.														<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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HAWAII PETROLEUM, INC. BUSINESS CREDIT SALE CONTRACT

A. Parties to this Contract. The Parties to this Credit Sale Contract ("Contract") are Hawaii Petroleum, Inc. ("HPI") whose principal place of business is located at 385 Hukilike Street Kahului Maui, HI 96732, and the below signed commercial Applicant who acknowledges that the fuel and lubricants to be purchased from HPI are primarily for business, commercial, or agricultural purposes.

B. Definitions. As used in this Contract the term "you," "your", and "Buyer" refers to the Applicant who signs this Contract below or any users authorized by you. Guarantor(s) are persons who signed this Contract who agreed to make your payments for you if you fail to make those payments when they are due.

Upon approval of this application by HPI, you agree that the purchase of fuel and/or lubricants shall be subject to the following terms and conditions:

- 1. Billings. HPI will furnish you with an invoice for bulk fuel and lubricant purchases upon delivery. Payment for bulk fuel and lubricants is due no later than thirty (30) days following the date of the invoice.
2. Modification /Cancellation. HPI reserves the right to modify or cancel this authorization and Contract at any time upon written notice to you.
3. ANNUAL PERCENTAGE RATE. YOU AGREE THAT ANY AMOUNT NOT PAID WITHIN 30 DAYS FROM THE DATE OF THE INVOICE SHALL BE CONSIDERED PAST DUE AND YOU AGREE TO PAY A FINANCE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH RETROACTIVE TO DATE OF THE INVOICE.
4. NSF (Non-sufficient funds) Fee. You will be assessed a \$35.00 handling fee on all returned checks/share drafts.
5. Attorney's fees and costs of collection. If any sums due to HPI are not paid in accordance with the terms and conditions set forth above, and the account is turned over to an attorney, you and the Guarantor(s) promise and agree to pay all costs and fees incurred by HPI including, but not limited to, attorney's fees whether or not suit is filed to the maximum allowed by law.
6. Administrative Costs of Collection. If any sums due to HPI are not paid in accordance with the terms and conditions set forth above, and the account is turned over to a collection agency or other third party for collection, you promise and agree to pay to HPI, in addition to any other sums, fees, and costs that may be due and owing as provided for in this Contract, an administrative handling fee equal to actual costs and expenses incurred by HPI in collecting the account to be included as part of the costs of the action.
7. Conditions/Termination. This Contract, your credit application and the HFN Rules, all of which are deemed part of and incorporated into this Contract, contains the entire agreement between you and HPI.
8. Credit/Information. All information you have stated on this application is correct. You hereby authorize HPI to obtain any such information, as HPI deems appropriate, regarding your representations in this application.

CREDIT SALE CONTRACT

Date: / / Applicant's signature Print Name Applicant's signature Print Name

By signing above you agree to all of the terms and conditions contained in this Contract.

HPI has no obligation to provide a HFN Card(s) and/or a HPI Commercial Bulk Account to the Applicant until HPI approves and accepts this application. HPI reserves the right to reject any and all Applicants applying for a HFN Card(s) and/or HPI Commercial Bulk Account.

Accepted by HPI. / Denied by HPI By Dated Credit Limit

If the above Applicant is a corporation, limited liability company, limited liability partnership, or limited partnership, the following Personal Guaranty must be filled out and executed by a corporate officer, limited liability company member, or partner acceptable to HPI.

PERSONAL GUARANTY

For the value received, we the undersigned Guarantor(s) jointly and severally do hereby unconditionally guarantee payment of all sums required to be made hereunder by the above signing Applicant. If Applicant fails to make any payment due to HPI pursuant to its terms and conditions, I (we) hereby agree to pay the unpaid outstanding principal balance plus interest, attorney's fees, and all costs accrued on demand.

Guarantor Name (Print) Guarantor Name (Print)

Guarantor's Signature Date Guarantor's Signature Date

HFN Fueling Card Rules

- 1. Responsibility. You agree to pay for all transactions completed by you or by any authorized or unauthorized person using your HFN Card(s).
2. Protection of Your PIN. You agree to keep your personal identification number (PIN) separate from the HFN Card(s) so that if the HFN Card(s) is lost or stolen, the PIN will not be available to an unauthorized user.