



# 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 (up to 16 characters including spaces)											SELECT 4 DIGIT PIN NUMBER				GAS	HIGHWAY DIESEL	OFF-ROAD DIESEL	ODOMETER READING
1.															<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"/>
3.															<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"/>
5.															<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"/>

HAWAII PETROLEUM, LLC BUSINESS CREDIT SALE CONTRACT

A. Parties to this Contract. The Parties to this Credit Sale Contract ("Contract") are Hawaii Petroleum, LLC ("COMPANY") 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 COMPANY 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 COMPANY, you agree that the purchase of fuel and/or lubricants shall be subject to the following terms and conditions:

- 1. Billings. COMPANY 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. COMPANY will furnish you with an invoice of your HFN purchases on a monthly basis. You agree to pay your HFN invoice no later than thirty (30) days following the date of the invoice. COMPANY reserves the right to require payment earlier than 30 days upon giving you 10 days advance written notice of the change in payment terms. COMPANY may accept credit cards for payment, however a Convenience Fee will be charged. Contact COMPANY for the Convenience Fee amount.
2. Modification /Cancellation. COMPANY reserves the right to modify or cancel this authorization and Contract at any time upon written notice to you. However, you will still be responsible for paying COMPANY for any unpaid purchases. You will also be responsible for paying any fees or charges COMPANY incurs to collect what you owe COMPANY.
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. THE ANNUAL PERCENTAGE RATE OF THE FINANCE CHARGE IS EIGHTEEN PERCENT (18%) PER ANNUM.
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 COMPANY 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 COMPANY including, but not limited to, attorney's fees whether or not suit is filed to the maximum allowed by law. Applicant and COMPANY waive trial by jury in any action, proceeding, or counterclaim brought by either of them arising out of this Contract.
6. Administrative Costs of Collection. If any sums due to COMPANY 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 COMPANY, 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 COMPANY 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 COMPANY. There are no promises, terms, conditions, or obligations other than those written in this Contract or as written in other contracts between us. Your authorization and Contract will remain in effect until COMPANY has received written notification from you of the termination of this authorization and Contract. COMPANY will also have a reasonable amount of time to act on your request. Upon termination you agree that you are still responsible to pay for any unpaid purchases made on your Account.
8. Credit/Information. All information you have stated on this application is correct. You hereby authorize COMPANY to obtain any such information, as COMPANY deems appropriate, regarding your representations in this application. You also authorize COMPANY to check your credit and employment history at any time, to obtain a credit report at any time, and to inquire with others about their credit experiences with you.

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.

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

Accepted by COMPANY. \_\_\_\_\_ / Denied by COMPANY \_\_\_\_\_ 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 COMPANY.

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 COMPANY 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. I (we) understand and agree that this is a continuing, unconditional personal guaranty and it shall obligate me (us) to pay all future charges made by the above signing Applicant. This continuing, unconditional, personal guaranty shall be binding upon my (our) respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of COMPANY and their successors and assigns. I (we) waive trial by jury in any action or proceeding brought by COMPANY to enforce this Guaranty. The bankruptcy of the Applicant will not terminate my (our) obligations under this Guaranty.

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). You specifically agree that you will be responsible for all charges on the HFN Card(s) including charges by those persons who may have stolen the HFN Card(s) as allowed by law.
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. In the event that a HFN Card(s) is lost or stolen, notify COMPANY immediately at (808) 935-6641 on Hawaii Island or (808) 270-2802 on Maui. Your failure to comply with this paragraph may result in you being responsible for all unauthorized charges.