



BUSINESS CREDIT SALE APPLICATION

e-mail: sales@hawaiipetroleum.com

www.hawaiipetroleum.com www.ohanafuels.com www.ministop.com

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): _____

#1 AUTHORIZED CONTACT Name: _____

Phone: _____ Email: _____

#2 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 <i>(up to 16 characters including spaces)</i> | 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.



HFN E-REPORTS

Account Number: _____

Account Name: _____

Please select how you would like your purchases sorted on your e-report and the frequency (all reports will be sent in PDF format):

- By transactions (e-receipt)
- By card number
 - Daily Weekly
- By user (PIN)
 - Daily Weekly
- By vehicle number (equipment identification code)
 - Daily Weekly
- None - all transactions listed in chronological order
 - Daily Weekly

***All prices on E-report reflects our HFN Commercial Fleet price at time of purchase.**

E-mail address (One e-mail address only please)

Name of Authorized Person (Please print) Phone

Signature of Authorized Person Date

Please e-mail (gogreen@hawaiipetroleum.com), **fax** (808-270-2801), **mail** (385 Hukilike Street, #101, Kahului, HI 96732) **or drop off your completed form to one of our locations below.**

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PAPERLESS INVOICES

Hawaii Fueling Network (HFN) and Hawaii Petroleum, are offering paperless invoices. Customers have the option to receive invoices electronically via e-mail. Help protect the environment and conserve resources. All you need to do is complete the information below and return with your next payment, or in person in Hilo or Kona (for the Big Island) or in Kahului (for Maui), or by email to GoGreen@hawaiipetroleum.com

Yes, please send my invoices via email instead of mailing:

HFN Account# _____ Lubricant/Bulk Fuel Account# _____

Phone# _____

Email address (es) _____ @ _____
_____ @ _____
_____ @ _____

I understand that Hawaii Petroleum’s invoices will no longer be mailed through the USPS.

Name of authorized person: _____ (please print)

Signature of authorized person: _____ Date _____

Hawaii Petroleum will not rent, sell, or share your information. You may request invoices be sent to more than one email address.

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HAWAII PETROLEUM / HFN AUTOMATIC PAYMENT AUTHORIZATION (DIRECT PAY)

1. I (we) hereby (hereinafter referred to as "Customer") authorize Hawaii Petroleum, LLC. (Federal Tax ID# 99-0287144) hereinafter referred to as "Company" to initiate debit entries to our checking or savings account indicated below at the depository named below, hereafter referred to as "DEPOSITORY", for purchases of Company products.

DEPOSITORY(BANK) Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Account Number: _____ Checking / Savings (circle one)

Depository Routing Number: _____

PLEASE ATTACH A VOIDED CHECK WITH THIS FORM

2. This authorization is to remain in full force and effect until Company has received written notification from me (us) at Company's below stated address of its termination in such time and in such manner as to afford the Company and DEPOSITORY a reasonable opportunity to act on it.

3. Customer agrees to:

- a. Maintain an adequate balance in their account to sufficiently cover the amount(s) that will be debited by Company on the respective payment dates,
- b. Maintain their Company account balance within the stated credit limit, including amounts that have been delivered and remain unbilled;
- c. Raise any disputes, discrepancies, or claims on the invoice amount(s) no later than 10 days prior to the due date set forth on the invoice. If no claims are raised, the invoiced amount(s) will be debited from Customer's account 5 days prior to the due date on the invoice.

4. Customer understands that Company may:

- a. Require an immediate payment via wire transfer for any debit entry returned due to insufficient funds;
- b. Charge a service fee of \$35.00 per occurrence for any debit entry returned due to insufficient funds;
- c. Invoke a temporary stoppage of further credit sales upon any of the following events:
 - i. Over credit limit
 - ii. Returned debit entry due to insufficient funds

Any and all disputes, discrepancies, notices and questions regarding invoice(s) and invoice content should be directed to your local office listed below.

The above are presented for your benefit and require your full understanding and concurrence. Please sign, date, and return to our office.

Customer hereby acknowledges and accepts the foregoing:

Contact Person: _____ Phone Number: () _____

HFN Account Name _____ HFN Account # _____

By (Signature): _____ Date: _____

Its (Title): _____

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