



INDIVIDUAL 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

PERSONAL INFORMATION

LEGAL NAME: Last: _____ First: _____ Middle: _____

DATE OF BIRTH: _____ SSN: _____

STREET ADDRESS: _____ APT/SUITE: _____ CITY: _____ STATE: _____ ZIP: _____

BILLING ADDRESS: _____ APT/SUITE: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE (Home): _____ PHONE (Cell): _____

EMAIL: _____

AUTHORIZED CONTACT Name: _____ Phone: _____ Email: _____

AUTHORIZED CONTACT Name: _____ Phone: _____ Email: _____

EMPLOYMENT INFORMATION

EMPLOYER: _____

HOW LONG? _____ PHONE: _____

STREET ADDRESS: _____ APT/SUITE: _____ CITY: _____ STATE: _____ ZIP: _____

BANK INFORMATION

NAME OF BANK: _____

BRANCH: _____ CUSTOMER SINCE: _____

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 |
|----|---|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 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"/> |

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HAWAII PETROLEUM, LLC INDIVIDUAL 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 Applicant.

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.

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.

NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT. WHEN YOU SIGN THIS CONTRACT, YOU ARE ENTITLED TO A COPY OF IT THAT IS FILLED IN, IN EVERY NECESSARY RESPECT. YOU SHOULD KEEP IT. THIS CONTRACT IS COVERED BY HAWAII'S CREDIT SALE LAW, AND YOU, THE RIGHTS OF A BUYER UNDER THAT LAW. YOU ALSO MAY HAVE RIGHTS UNDER OTHER STATE AND FEDERAL LAWS.

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 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 Bulk Account.

Accepted by COMPANY. _____ / Denied by COMPANY _____ By _____ Dated _____ Credit Limit _____

If the purchases by Applicant are primarily for a business, commercial, or agricultural purpose or the Applicant is a corporation, Limited Liability Company, limited partnership, general partnership, or a limited liability partnership Hawaii's Credit Sales law will not apply to this Contract.

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.