



ASPHALT OIL TERMINAL
 Storage and Transfer
 Contact: office@1720oil.com

SEVENTEEN TWENTY OIL COMPANY

Terminal Address:

1385 E Sixth St
 Corona, CA 92879

Phone (951) 272-1720

Remittance Address:

PO Box 39009
 Downey, CA 92039

Fax (951) 272-1722

website: www.1720oil.com

CREDIT APPLICATION & AGREEMENT

See Terms and Conditions

Company Name (Common Name or DBA) _____		Phone # _____	Fax # _____
Legal Company Name _____		Fed Tax ID# or SS# if Sole Proprietor _____	
Street Address _____	City _____	State _____	Zip _____
Mailing Address (If different) _____	City _____	State _____	Zip _____
State ID# (Corporate, LLC, Partnership, etc.) _____		Contractors License# _____	Date Established _____
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> Sole Proprietorship
		<input type="checkbox"/> Other: _____	
Amount of Credit Line Requested: \$ _____			

Owners, Partners, or Officers

Name _____	Home Address, City, Zip _____	Company Title _____	CA Drivers License # _____
Name _____	Home Address, City, Zip _____	Company Title _____	CA Drivers License # _____
Name _____	Home Address, City, Zip _____	Company Title _____	CA Drivers License # _____

Trade References

1	Name _____	Account # _____	Phone # _____	Fax # _____
2	Name _____	Account # _____	Phone # _____	Fax # _____
3	Name _____	Account # _____	Phone # _____	Fax # _____

Bank Reference

Name _____	Account # _____	Phone # _____	Fax # _____
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Submittals Required

1) W9 form 2) Sellers Permit Number and California Resale Certificate (if purchasing wholesale).

Have you, your partners, or officers ever filed bankruptcy? _____ If yes, please explain: _____

Accepted terms of sale are: Terms and Conditions apply - see page 3.
 Payment due 20 days from invoice date.

I certify that all statements in this application are true and correct and made for the purpose of obtaining credit from SEVENTEEN TWENTY OIL COMPANY. I authorize SEVENTEEN TWENTY OIL COMPANY to investigate the references herein listed, statements, and all data provided by me pertaining to my credit and financial responsibility.

Company Name _____	Date _____
By _____	
Signature _____	Print Name _____ Title _____

The undersigned (The Guarantors) personally and individually, jointly, and severally, unconditionally guarantee and promise to pay the Company, on demand, any and all present and future indebtedness, obligations and liabilities of the Customer and a separate action may be brought against any one to have the Company proceed against the Customer or any security held from the Customer, b) notice or the existence, creation or incurring of new or additional indebtedness, obligations, or liabilities of the customer to the Company: and (c) the benefits of any statutory provision limiting the liability of a surety.

Signature _____	Signature _____
Print Name: _____	Print Name: _____
Social Security Number _____	Social Security Number _____

CREDIT APPLICATION & AGREEMENT

SEVENTEEN TWENTY OIL COMPANY

In the interests of procuring credit, the undersigned offers the information contained on pages 1 and 2 as a true and accurate statement and agrees to immediately notify SEVENTEEN TWENTY OIL COMPANY of any material changes therein and further agrees that all invoices are to be paid within 20 days of the invoice date. All invoices not paid within 20 days from the invoice date are subject to 1 1/2% per month service charge retroactive to the date of delivery. Buyer and undersigned agree to pay all costs incurred in collecting any amounts due, including reasonable attorney fees. Buyer agrees to the terms and conditions.

In the interests of obtaining credit with SEVENTEEN TWENTY OIL COMPANY, please release credit and banking information to them regarding our company (Buyer/Applicant).

Name of Buyer (Applicant's) Company: _____

Name of Bank or Vendor: _____

Bank Address/City/ State/ Zip: _____

Bank Account #: _____

Bank Contact Person: _____

Bank Contact Phone #: _____

Bank Fax # or Email Address: _____

Both Buyer and Guarantor(s) give their unconditional consent to have both their commercial and their non-business, personal consumer credit report and history search including bank references obtained and used by Seller in connection with this application for credit.

Buyer (Applicant): _____

Signature of Authorized Agent of Application: _____

Print name of person signing for company: _____

Date

Title

Guarantor Signature: _____

Date

Print name of person signing guaranty: _____

Guarantor Signature: _____

Title

Print name of person signing guaranty: _____

Date

Title

This form can be reproduced for additional credit inquiries.

CREDIT AGREEMENT TERMS AND CONDITIONS

The following terms and conditions shall govern all sales of goods between Seller and Buyer. The terms "goods", "materials" and "products are used interchangeably. This application for the extension of credit and agreement (hereinafter "Agreement") is made on the date stated on the page 1 hereof and the information provided herein is given by the undersigned credit applicant, hereinafter referred to as "Buyer", in order to induce Seventeen-Twenty Oil Company hereinafter referred to as "Seller", to open a credit account. In consideration of Seller reviewing this information, making credit inquiries and/or opening such a credit account, and other good and valuable consideration, the receipt of which is hereby acknowledged, "Applicant or Buyer" hereby agrees as follows:

- 1 **Acceptance of Terms and Conditions:** All transactions between Buyer and Seller are governed by the following Terms and Conditions of Sale notwithstanding any provisions submitted by Buyer. Acceptance of orders from Buyer is expressly conditioned on Buyer's assent to Seller's Terms and Conditions. Seller specifically rejects any different or additional terms and conditions and neither Seller's performance nor receipt of payment shall constitute any acceptance of them.
- 2 **Equal Credit Opportunity Act Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington C.C. 20580. If *Seventeen-Twenty Oil Company* denies this application for business credit, Applicant has the right to a written statement of the specific reason for the denial. Applicant can obtain the statement by sending a request to *Seventeen-Twenty Oil Company*, 1385 E Sixth St, Corona CA 92879 within (60) days from the date Applicant is notified of *Seventeen-Twenty Oil Company* decision. *Seventeen-Twenty Oil Company* will send Applicant a written statement of the reasons for the denial within thirty (30) days of receiving Applicant's written request for the statement.
- 3 **Credit Account:** If Seller opens a credit account for Buyer, Buyer hereby agrees that all sales are F.O.B. Seller's plant site. Buyer's purchases shall be due by the tenth of the month following the date of purchase, unless explicitly otherwise provided in a separate written contract between the parties. Buyer hereby agrees to pay interest on all sums remaining unpaid after the due date at the maximum rate an individual is permitted by law to charge, until paid. Amounts not paid when due shall be subject to a late payment charge of 2% per month in addition to the interest assessed pursuant to the foregoing. In the event the Buyer's account is past due, or if Seller reasonably believes Buyer's ability to perform any of the obligations to Seller has become impaired, Buyer hereby agrees that Seller may, in Seller's sole and absolute discretion, suspend all sales to Buyer, and/or close Buyer's credit account, and in either event declare the entire balance on Buyer's credit account due and payable, without prior notice or demand. Buyer hereby waives any and all claims, causes of action and damage arising from any such actions of Seller. Buyer hereby authorizes and consents to Seller applying all payments and credits as follows: first to cost of collection, if any; next to interest accrued; and finally, to such unpaid invoice amounts as Seller shall, in its sole discretion, determine. The remedies of Seller described herein are not exclusive.
- 4 **Financial Status:** Buyer hereby agrees to provide Seller with a current financial statement, including Balance Sheet, Income Statement and Statement of Profit or Loss. Any change in Buyer's form of business organization shall not be effective between the parties without Seller's written acceptance thereof. Buyer will notify *Seventeen-Twenty Oil Company* by certified mail within (48) hours after any change in Buyer's financial or ownership status occurs. Including the formation of Buyer as a corporation, limited liability company or other legal entity at any time subsequent to the date of the Credit Application.
- 5 **Price Changes:** Price, delivery terms, terms of payment, and minimum shipment are subject to change without notice.
- 6 **Binder Mix:** Seller does not, under any circumstances, guarantee the result of any binder, additives, admixture, mix or compaction.
- 7 **Inspection and Testing of Materials:** This Agreement, including any Proposal or Purchase Order, does not include any engineering costs for services which may be requested by the Buyer, except such services as may be rendered by our own engineer.
- 8 **Cancellation:** At any time prior to shipment Seller may alter or suspend credit, refuse shipment, or cancel unfilled orders whenever in Seller's opinions the financial condition of the Buyer, or the status of Buyer's account, warrants it, or if the Buyer delays delivery. Buyer may cancel his order at any time upon payment in full of all expenses incurred by Seller.
- 9 **Sales or Use Tax:** Buyer shall pay any applicable national, state or local sales or use taxes upon, or measured by, the production, sale, transportation, delivery or use of the goods sold.
- 10 **Delivery:** Buyer is to give Seller shipping instructions within a reasonable time before shipments are to be made. Materials are sold for any specific job upon representation that they are purchased for use in the work represented by the Buyer. If the materials are used for any other work, or resold for use in any work, or disposed of for any other purpose, Seller shall incur no liability and Seller may terminate this agreement. Any claims for delays encountered on the job by Buyer that may be caused by the Seller's delay in deliveries will not be allowed, as all deliveries by the Seller are made to the best of its ability and dispatch. Seller agrees to make truck delivery as requested by Buyer, and then only to point accessible to Seller's truck. If materials are required to be dumped on street, Buyer must first secure permit to do so, in the event Buyer orders delivery beyond curb line, Seller will not assume liability for damage to sidewalks, driveways or other property, and Buyer hereby agrees to indemnify and hold Seller harmless against all liability, loss and expense including reasonable attorney's fees incurred as a result of such delivery, including damage to Seller's equipment and loss of time. Should Buyer decide to remove any delivered product, Buyer shall first notify Seller and give Seller a reasonable opportunity to investigate and test the in-place product before being removed by Buyer. Buyer's exceptions and claims shall be deemed waived unless Buyer submits to Seller a fully documented statement of claim and exceptions and presented to Seller within three (3) business days after receipt of materials. When so made, Seller shall be given a reasonable opportunity to investigate and test same. Seller's liability under this agreement shall in no event exceed the purchase price of the material against which claim is made. The Buyer agrees to provide suitable roadways or approaches to points of delivery when materials are to be delivered by trucks in places other than paved streets, if such suitable roadways or approaches are not provided, Seller reserves the right to stop deliveries until this condition is remedied. Materials shall be unloaded by Buyer within 30 minutes after arrival of Seller's trucks and are not to be delayed so as to affect the quality of the product, including the temperature of the materials being delivered. Seller shall charge demurrage (Standing Time) per hour or fraction thereof at the posted rate for unloading time in excess of the 30-minute time allotment. Seller shall post the current demurrage rate onsite. A fee for returned product will be assessed per load unless the cause of the return or disposal is the Seller's fault. Seller reserves the right to refuse to make delivery in any instance where Seller believes delivery unsafe or impracticable or by reason of any strike, lockout boycott or picketing or other labor disputes whether existing or threatened.
- 11 **Integration:** This Agreement, and any other documents prepared by *Seventeen-Twenty Oil Company* for Buyer in connection with Buyer's credit purchases of materials, including, without limitation, material quotes, bills of lading, delivery tickets, invoice and statement, contain the entire understanding between parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein.
- 12 **Goods for Business Purposes:** Buyer represents that all goods purchased from *Seventeen-Twenty Oil Company* are for business or commercial purposes and are not intended for personal, family, agricultural or household use.
- 13 **Fees for Collection:** Buyer agrees to pay any and all costs and expense, including attorney's fees, incurred *Seventeen-Twenty Oil Company* in collection from Buyer any past due amounts.
- 14 **Binding Agreement:** This Agreement shall be binding upon the heirs, personal representatives and assigns of the parties. Signators represent that they have the authority to sign this Agreement. Declared under the penalty of perjury under the laws of the United States, that the foregoing is true and correct.
- 15 **Attorney's Fees:** Should any proceeding, whether legal, equitable or otherwise, be commenced between the parties to this agreement, concerning this agreement and the rights and duties of the parties in relation thereto, the party prevailing in such proceeding shall be entitled to its reasonable attorney's fees and costs in addition to other such relief as may be granted.
- 16 **Representations and Warranties:** EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SELLER MAKES NO WARRANTIES CONCERNING THE PRODUCT AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 17 **Limitation on Liability:** EXCEPT FOR SELLER'S LIABILITY AS EXPRESSLY WARRANTED HEREIN, SELLER'S LIABILITY TO BUYER, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE PRICE FOR THE INDIVIDUAL PRODUCT WHOSE DEFECT OR DAMAGE IS THE BASIS OF THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 18 **Severability:** Any provisions of this Agreement found to be illegal, invalid or unenforceable will be construed and enforced, to the extent practicable and lawful, so as not to be illegal, invalid or unenforceable, will be modified by a judge or arbitrator to reflect the intent of the parties, or else will be deemed severable from the remainder of this Agreement. The remaining provisions of this Agreement will remain in effect and be enforceable in accordance with their terms.
- 19 In the event of arbitration or litigation, the venue shall be located in the Downey or Norwalk, CA Court.

COMPANY NAME

SIGNATURE

PRINT NAME and TITLE

DATE SIGNED

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below.
[Vendor's name]
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____



PRINTED NAME OF PERSON SIGNING _____ TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____ DATE _____

()

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.