

## **New Account Information Packet**

*Thank you for your interest in doing business with us! Please take a moment to look through this packet so we will be able to assist you in opening your account and getting the necessary information to expedite this process.*

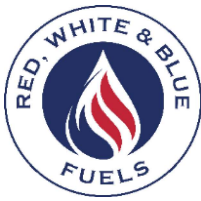
To open an account with our company, please fill out and attach the following documents:

- ✓ Red, White and Blue Fuels, LLC – Credit Application
- ✓ IRS Form W-9 Request for Taxpayer Identification and Certification
- ✓ Insurance Certificate

*Please return to [sales@rwb-fuels.com](mailto:sales@rwb-fuels.com)*

22502 Kobs Rd Tomball, TX 77377 281.845.4967

WWW.RWB-FUELS.COM



# CUSTOMER CREDIT APPLICATION

Please complete and return to sales@rwb-fuels.com

## Company Information

Company Name	_____	Payables Contact	_____
Street Address	_____	Payables Email	_____
City/ State/ Zip	_____	Phone	_____
		Fax	_____
Date started	_____		
FEIN#	_____	Dyed Diesel-	
		Bonded User Tax #	_____
PO/Job# on Invoices (Yes or No)	_____	Signed Statement Tax #	_____

## Trade References

Company Name	_____	Contact Person	_____
Address	_____		
Phone	_____	Fax	_____
Email	_____		
Company Name	_____	Contact Person	_____
Address	_____		
Phone	_____	Fax	_____
Email	_____		
Company Name	_____	Contact Person	_____
Address	_____		
Phone	_____	Fax	_____
Email	_____		

## ACH Authorization / Electronic Settlement (Terms ACH Net 30)

This Authorization Agreement is intended to allow Red, White & Blue Fuels, LLC to make withdrawals or deposits from or to CUSTOMER'S account at frequent intervals and for varying amounts for product purchases, services, rents, and other charges, or reimbursements or adjustments payable to Red, White & Blue Fuels, LLC. The Officer, Principal, or Owner signing below agrees to let Red, White & Blue Fuels, LLC to electronically debit or if necessary credit the the account at the financial institution listed below. This authoity will remain in full force and effect until Red, White & Blue Fuels, LLC receives written notification from CUSTOMER of its termination or bank account information.

### Banking Information

Name on Account	_____	Is this a Business Account?	[ ] Yes [ ] No
Billing Address	_____	Bank Name	_____
City/State/Zip	_____	Bank Address	_____
Account Number	_____	City/ State/ Zip	_____
		Routing Number	_____

## Agreement

The undersigned herby agrees that RWB Fuels can perform a credit check on the above company, and periodically perform a credit review of customers account. The undersigned individual who is either a principal, officer or owner of above stated company, agrees to the terms and conditions attached to this document.

Signed	_____	Date	_____
Print name	_____	Title	_____

## Terms & Conditions

The following terms and conditions apply:

**Equipment (Tanks & Pumps):** RWB Fuels (Company) will supply, deliver and set up equipment, which includes tanks and pumps (Equipment) at Customer's location if needed at Customer's expense. The tank(s) will remain the property of Company and will not become part of the real property where it is delivered.

**CUSTOMER RESPONSIBILITY (Tanks & Pumps):** Customer agrees to notify Company immediately for any reason that may affect Company's Equipment, delivery, or serviceability. Customer will be liable for any damages resulting from such action including but not limited to Company's cost to re-install or re-locate the tank so that all code requirements are met. Company has the right to suspend deliveries until the Equipment meets all code requirements or remove its Equipment if Customer refuses to comply.

**TERM:** This agreement will remain in effect for one (1) year upon delivery of the Equipment to the delivery location provided by Customer and continue after the initial term for successive one year terms unless terminated by either party by giving thirty (30) days written notice prior to the end of the then current initial or renewal term. **MAINTENANCE:** Company will have the right at all reasonable times to enter Customer's property to deliver, repair, service, remove, move, or inspect the Equipment. Customer shall not attempt to install, repair, service, remove, move, disconnect, or in any manner tamper with any Equipment without express written consent by Company.

**DELIVERY:** Company will have the right at all reasonable times to enter Customer's property to deliver fuel products, lubricants, and anything else needed for use of the Equipment. For reasons including but not limited to changes in customer usage, actions of suppliers, acts of God, and/or weather conditions, Company does not and cannot guarantee that Customer's tank(s) will never run empty, regardless of Customer delivery type (will call or autofill.) While Company will make every reasonable effort to deliver fuel products to Customer, Company will not be responsible for any damages resulting from tanks being out of fuel. Customer should periodically check the tank and notify Company within three (3) days.

**INSPECTION UPON RECEIPT/DELIVERY.** Unless Customer, within seventy-two (72) hours of receipt of the Equipment, gives written notice to Company specifying any defect in or other proper objection to the Equipment, Customer agrees and hereby acknowledges that the Equipment is in good condition and that Customer is satisfied with and has accepted the Equipment in such good condition. By Customer's acceptance and use of the Equipment, Customer assumes all risk of loss and the obligation to return the Equipment at the conclusion of the term with the same appearance and in the same condition as when received by Customer at the commencement of the Term, ordinary wear and tear excepted.

**SAFETY:** Customer agrees to operate Equipment in a safe and lawful manner. Company will not be liable for any damages or injuries incurred due to negligence or misuse by Customer or any third party. Customer agrees to meet all local, state and federal requirements regarding tanks, spills and cleanup procedures and agree to hold Company harmless in the event of a spill or cleanup costs, fines or other items once the tank is on site. By signing Customer Credit Application, Customer acknowledges receipt and understanding of the information provided.

**DAMAGES/SERVICE INTERRUPTION:** Company shall not be liable for damages or injuries resulting from acts of God or any other circumstances beyond Company's reasonable control including, but not limited to, flooding, hurricanes, tornadoes, lightning, wind, epidemic, pandemic, and heavy snow or ice. In the event of inclement weather, Company will make every effort to deliver to Customer; however, Company may suspend delivery if roads or weather conditions place employee(s) or property at risk.

**SERVICEABILITY:** Customer acknowledges that a safe driveway or delivery area is available. Company is not responsible for damages resulting from improper foundations or from normal wear and tear related to weather and/or age of driveway or entrance area. Customer further agrees to keep driveway clear and passable from debris, snow, ice, or other impairments. Delivery service may be suspended if access is not available.

**DISCLAIMER OF WARRANTIES.** Company shall not be liable to Customer for any liability, loss, damage caused directly or indirectly by the use of the Equipment. THE EQUIPMENT IS BEING PROVIDED TO CUSTOMER "AS IS, WHERE IS," INCLUDING ALL FAULTS. COMPANY HAS NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, DESIGN, WORKMANSHIP, OPERATION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF ANY EQUIPMENT OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFENSE, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT OR ANY PART THEREOF. The Equipment shall only be subject to such warranties, if any, that the manufacturer of the Equipment may provide, and Company does not provide or assume any such warranties. Company's sole obligation with respect to any defective Equipment shall be abatement of rental on those days the Equipment was not operable or the furnishing of replacement Equipment, at Company's option and in its sole discretion.

**LIMITATION OF LIABILITY.** IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL COMPANY'S LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS EXCEED THE SUM OF THE PAYMENTS RECEIVED BY COMPANY UNDER THESE TERMS. IN NO EVENT SHALL COMPANY'S LIABILITY TO CUSTOMER INCLUDE INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE/EXEMPLARY DAMAGES. "Consequential damages" shall include, without limitation, loss of anticipated profits, business interruption, loss of use, revenue, reputation, costs incurred, and loss or damage to property or equipment.

**PAYMENT TERMS:** Company agrees to provide service to Customer as long as Customer pays account in accordance with agreed upon Company terms. Payments are due in full within (30) days of the invoice date for customers with approved credit. Finance charges will be assessed at the highest rate permitted by law on any past due balance. Any and all other payment arrangements must be approved by Company. Customer shall be liable for all charges related to returned checks or bank drafts. Customer shall additionally be liable for any fees or charges incurred from a collection agency and/or reasonable attorney's fees and court costs in the event debt collection is required. Company reserves the right to remove Equipment, and/or suspend delivery upon Customer's failure to comply with payment terms. Company agrees to notify Customer prior to removing Equipment.

**TANK LEASE/USAGE REQUIREMENT:** Customer shall have the right to the use of said tank(s) for as long as all of the following conditions exist. Customer account is in good standing with Company. Customer purchases all fuel products from Company as long as tank(s) remains on site. No other person, firm, or corporation is permitted to store, evacuate, or fill this tank(s) with any product or to service it without Company prior written consent. Customer allows the Company or its authorized representative free and unlimited access to and from Customer's premises to deliver fuel products, to service, inspect or paint tank(s). Customer does not remove provided tank from their premises, nor remove, alter, or deface any numbers or inscriptions impressed or affixed upon this tank(s) without prior written consent of Company.

**TANK REMOVAL:** If tank(s) need to be removed for any reason including but not limited to non-payment or if Customer is no longer purchasing fuel, Company has the right to remove the tank(s) and any other Company owned Equipment from the property. Customer agrees to pay Company all costs required to remove its Equipment.

**RETURN.** On the expiration or early termination of the term, Customer shall return all Equipment to Company in good repair, condition, and working order (ordinary wear and tear resulting from proper use thereof excepted). If Company determines upon return of the Equipment that such Equipment has damage or that parts or accessories are damaged or missing, Company may repair/replace the Equipment and any missing parts/accessories and invoice Customer for the damaged Equipment or any repairs that are needed.

**INSURANCE.** Customer shall, at its own expense, be responsible to maintain and carry insurance coverage required by applicable laws, along with property and general liability insurance on all Equipment, with losses payable to Company against all risks and perils, including but not limited to, fire, theft, collision, liability arising from premises, operations, independent contractors, products completed operations, personal injury and other such risks as are appropriate and specified by Company. All insurance coverage, including Customer's general liability insurance, shall cover against all risks of loss or damage to the Equipment from any cause whatsoever, in an amount which covers the value of the Equipment being rented at its replacement value and such coverage shall in no event be less than \$1,000,000 per occurrence/\$2,000,000 aggregate. All Customer's insurance coverage policies shall: (a) be carried with an "A" rated insurance company, (b) be endorsed to name Company as insured parties and/or loss payees; (c) act as primary and non-contributory with respect to any other insurance, captives or self-insurance maintained by Company, its directors, officers, employees, successors and assigns; (d) include waivers of subrogation; and (e) remain in force at all times during the term. Upon Company's request, Customer shall provide Customer with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these terms. Customer shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of these terms. Upon request by Company, Customer shall provide proof of such insurance.

**GOVERNING LAW AND VENUE.** These terms shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, without reference to conflicts of law principles that would require the application of any other law. Parties agree that this Agreement is performable in Harris County, Texas, and that the jurisdiction and venue of any action arising from or relating to this Agreement shall be the state and federal courts of Harris County, Texas, and the parties irrevocably submit to the jurisdiction of such courts.

**ENTIRE AGREEMENT.** These terms embody the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. No modification to these terms will be effective unless it is in writing, refers to these terms and is signed by both Parties.