



**Credit Application For:**  
**ARNOLD OIL COMPANY of AUSTIN, LP-ARNOLD OIL COMPANY FUELS, LLC-TEXAS TPC, LTD**  
**5909 Burleson Road, Austin, TX 78744 (512) 476-2401**

**Applicant Legal Business Name:** \_\_\_\_\_

d/b/a \_\_\_\_\_ Fed ID \_\_\_\_\_ in business since: \_\_\_\_\_

D & B (if any) # \_\_\_\_\_ Amount of **Credit Requested** \_\_\_\_\_ **Are PO's required? Yes** \_\_\_\_\_ **No** \_\_\_\_\_.

1. **Bill to:** \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 P.O. Box /Street City State Zip  
 Phone No. \_\_\_\_\_ Fax #. \_\_\_\_\_ Email \_\_\_\_\_

2. **Ship to:** \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 Street City State Zip  
 Phone No. \_\_\_\_\_ Fax #. \_\_\_\_\_ Email \_\_\_\_\_

**(if more than one ship to address, please attach list.)**

3. **Buyer Contact:** \_\_\_\_\_ Phone \_\_\_\_\_ Email: \_\_\_\_\_  
**A/P Contact:** \_\_\_\_\_ Phone \_\_\_\_\_ Email: \_\_\_\_\_

4. **Applicant does business as a:**  Sole Proprietorship  Corporation  Partnership  Limited Partnership  
 Other (specify): \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

**5. State Tax Exemptions:**

- a. Are Lube and Parts Purchases Sales Tax Exempt? \_\_\_\_\_ Sales Tax Exempt Number \_\_\_\_\_
- b. Are Fuel Purchases Sales Tax Exempt? \_\_\_\_\_ Red Dyed Fuel Exempt Number \_\_\_\_\_ - \_\_\_\_\_

**If yes to any above, please attach all Tax Exempt Certificates along with a W-9.**

**6. List full names and information for all corporate officers, General and Limited Partners, Registered Agents, or sole proprietors.**

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 a. Name Title Home Address City State Zip

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 Social Security # Texas Driver's License # DOB

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 b. Name Title Home Address City State Zip

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 Social Security # Texas Driver's License # DOB

7. Applicant's principal business activity: \_\_\_\_\_

8. Has the Applicant or any of its principals filed or been the subject of Bankruptcy?  Yes  No

**9. Credit References:**

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 a. NAME ACCOUNT# CONTACT NAME

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 PHONE # FAX# EMAIL ADDRESS:

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 b. NAME ACCOUNT# CONTACT NAME

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 PHONE # FAX# EMAIL ADDRESS:

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 c. NAME ACCOUNT# CONTACT NAME

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 PHONE # FAX# EMAIL ADDRESS:

**10. Bank References:**

\_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_ \ \_\_\_\_\_  
 BANK NAME ACCOUNT# TELEPHONE# FAX# CONTACT NAME

The undersigned acknowledge(s) the Company's payment terms to be:

**Arnold Oil Company Fuels, LLC-** The undersigned agrees that all balances are due and payable within 10 days of delivery date. Past due accounts shall bear interest at the rate of 18% per annum to be compounded monthly but never to exceed eighteen percent (18%) per annum. The undersigned further acknowledge(s) that the foregoing payments terms are subject to change without notice.

**Arnold Oil Company of Austin, LP and Texas TPC, Ltd-** The undersigned agrees that all balances shall be paid on or prior to the tenth of the month following the month in which the purchases are made and that a one percent per month compounded daily (not to exceed 18% per year) service charge shall be applied to all past due balances. The undersigned further acknowledge(s) that the foregoing payments terms are subject to change without notice.

- 11. The undersigned agrees to notify the **Company** of changes in name, address, ownership or legal entity. Unless Applicant gives **Company's** credit manager a written list of persons authorized to make purchases on behalf of Applicant, **Company** can conclusively rely on the authority of a person who claims authority to make purchases on behalf of Applicant.
- 12. The undersigned agrees that in order to induce the **Company** to extend credit, the proper venue and sites for any suit to collect unpaid amounts shall be in Travis County, Texas. Applicant hereby agrees to pay all sums due to **Company**, including a collection fee equal to the higher of a reasonable fee or the maximum legal percent of any sums due from Applicant if referred to an attorney or bonded collection agency for collection, and court costs. All payments and performance under this contract are payable and performable in Travis County, Texas.

ANY USE OF MY CORPORATE TITLE IS ONLY TO IDENTIFY MY POSITION IN THE COMPANY AND IN NO WAY NEGATES OR LIMITS MY PERSONAL GUARANTEE.

13. Unless a specific written warranty signed by **Company's** authorized representative is given to applicant, all goods and services are sold "AS IS", without warranties, express or implicit, as to fitness, merchantability, or otherwise, except as to any manufacturers warranties which will remain in effect between manufacturer and customer. **Company** cannot recover consequential damages. All returned checks shall be assessed a \$30.00 charge, plus additional sales tax per occurrence. **Arnold Oil Company of Austin, L.P., Texas, TPC, Ltd., or Arnold Oil Company Fuels, LLC** retains a security interest, both purchase money and non-purchase money, in any goods sold to secure any balance owed by applicant to **Arnold Oil Company of Austin, L.P., Texas TPC., or Arnold Oil Company Fuels, LLC.**, and Applicant authorizes the same to file a financing statement to perfect its security interest. Texas law governs this agreement. Returns of product sold are at the sole discretion of and on terms determined by the **Company**.

14. Personal Guarantee. I, the undersigned, agree to personally guarantee and to personally assume joint liability for any balance owed to **Arnold Oil Company of Austin, L.P., Texas TPC, Ltd, or Arnold Oil Company Fuels, LLC**. for the account shown on this application and agreement. The obligations hereunder are joint and several and independent of the obligation of the purchaser, and a separate action may be brought against the undersigned. This is a continuing guaranty, and until revoked in writing, shall cover future indebtedness on the account. The guaranty may be revoked by written notice to **Arnold Oil Company of Austin, L.P., Texas TPC, Ltd, or Arnold Oil Company Fuels, LLC**. and shall become effective as to purchases made after receipt of the notice. The undersigned agrees to cooperate with creditor in the enforcement of this guaranty. This is a guaranty of payment, not of collection. Any language in connection with any signature below indicating a capacity other than personal, shall be deemed stricken from and shall not be a part of the signature because this is a personal guaranty by the individual signing below.

15. Non-Usurious Interest. The Applicant and Guarantor's liability hereunder for interest on the account or any other Obligations shall be limited to the maximum non-usurious interest or rate of interest allowed by applicable law. It is expressly agreed that in no event shall the Guarantor or Applicant be required to pay interest in excess of the rate allowed by the applicable usury laws, and there shall be credited to the Obligations any amount paid or contracted to be paid by Guarantor or Applicant that would otherwise constitute interest in excess of the maximum amount allowed by the applicable usury laws.

16. Sales Final. All sales are final. If **Company** elects to accept back purchases for return, a restocking fee can be charged in any amount at **Company's** sole discretion.

17. Agreement: This credit application once approved also governs and controls any purchases from or by any of the customer business locations listed above whether or not business is marked or checked. The Company named below hereby makes application for a charge account to be settled and paid at the office of **Arnold Oil Company Of Austin, L.P., Texas TPC, Ltd, or Arnold Oil Company Fuels, LLC, 5909 Burleson Road, Austin, TX 79744** The undersigned is applying for extension of credit to Applicant. The previous information, which the undersigned warrants to be true and correct, is submitted as a basis for considering this application. **Arnold Oil Company of Austin, LP, Arnold Oil Company Fuels, LLC, and Texas TPC** (herein the "**Company**") is authorized to investigate relationships with trade suppliers or financial institutions for the purpose of establishing credit. Applicant authorizes **Company** to make whatever credit inquiries it deems necessary in connection with this credit application or in the course of review of collection of any credit to be extended in reliance on this application now or later. Applicant further authorizes and instructs any person or credit-reporting agency to compile and furnish **Company** any information it may possess or obtain in response to such credit inquiries. Applicant represents that the purchases it makes will be for commercial use only. All orders will be provided on a C.O.D. basis until credit is approved. The undersigned acknowledges that the **Company's** extension and maintenance of any credit is at the **Company's** sole discretion.

\_\_\_\_\_  
Signature of Principle or Registered Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Today's Date

The signature above binds applicant to this credit application and binds the individual signing to the guaranty of payment of the debt incurred Pursuant to this credit application and Section 14 above.

*Please forward completed application to your salesman if known or to the attention Credit Department at the address above or fax # (512)476-7711 or email to [credit@arnoldoil.com](mailto:credit@arnoldoil.com)*

Office and Salesman's use only:

Acct: \_\_\_\_\_ Approved By \_\_\_\_\_ Date \_\_\_\_\_ Credit Limit \_\_\_\_\_ Slmn \_\_\_\_\_ LOC \_\_\_\_\_ Price \_\_\_\_\_