

## CREDIT APPLICATION AND AGREEMENT

*We submit the following as a basis for CR Fuels, LLC to extend credit to us and we warrant that said information is true and current as stated herein.*

Legal name of Applicant \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Brief description of the nature of your business \_\_\_\_\_

Estimate of monthly business to be done with us \$ \_\_\_\_\_

Applicant's business organization is a: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other \_\_\_\_\_

\*If Corporation, list Agent for Process: \_\_\_\_\_

Starting date of business: \_\_\_\_\_ State of incorporation: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

If applicant is a branch, division or subsidiary, please list:

Parent company name: \_\_\_\_\_ Phone \_\_\_\_\_

Home office address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

List persons authorized to make credit purchases for the applicant:

\_\_\_\_\_

Will the above person be required to present a purchase order when making purchases for applicant? ☐ YES ☐ NO

Mailing address for invoices \_\_\_\_\_

Person in charge of applicant's payable accounts \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

Preferred method for receiving invoices ☐ Mail ☐ Email

If your company is listed with Dunn & Bradstreet, please list the following: a) Number \_\_\_\_\_ b) Rating \_\_\_\_\_ c) Date \_\_\_\_\_

### TAX INFORMATION

If applicant is located within Mississippi, indicate sales tax rate(s) that apply:

<input type="checkbox"/> 0%	<input type="checkbox"/> Tax Exempt# _____
<input type="checkbox"/> 7%	<input type="checkbox"/> MS Resale Permit # _____
<input type="checkbox"/> 1%	<input type="checkbox"/> Documentation _____
<input type="checkbox"/> 1-1/2%	<input type="checkbox"/> Direct Pay Permit _____

**\*PLEASE ATTACH A COPY OF YOUR PERMIT CERTIFICATE TO THIS CREDIT APPLICATION AND AGREEMENT\***

If located outside Mississippi, please detail appropriate tax to be charged and provide all related tax exemption and/or permit numbers and state's name. \_\_\_\_\_

### CREDIT REFERENCES

Banking references: a) Name and Address: \_\_\_\_\_ Phone: \_\_\_\_\_

b) Name and Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Credit References: (Must provide three; no credit card account references please.)

a) Name and Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

b) Name and Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

c) Name and Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## CREDIT TERMS

1. If CR Fuels grants Applicant credit hereunder, Applicant agrees to pay CR Fuels in full the invoice price of all purchases now or hereafter made within (30) days from the date of purchase.
2. Notwithstanding the terms set forth on each invoice, on public projects, if Applicant fails to pay the balance of this account within 15 days of receiving payment from the Project Owner, Applicant agrees to pay CR Fuels the penalty described in Miss. Code Ann. 31-5-27, as amended, in addition to the late payment charge described hereafter.
3. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay a late payment charge of 1.5% per month on the unpaid delinquent balance, which is an annual percentage rate of 18%.
4. In the event it becomes necessary to place this account with an attorney, Applicant agrees to pay all costs including an attorney fee of 33.33% of the outstanding balance that is then due, all costs of collections and collection agency fees.
5. Applicant agrees that the terms of this Agreement shall be interpreted in accordance with the laws of the State of Mississippi, and that any lawsuit based upon the terms of the Agreement shall be filed exclusively in a state court of competent jurisdiction located in the Second Judicial District of Jones County, Mississippi. Applicant further agrees that this choice of jurisdiction, law and choice of venue is mandatory, and Applicant waives any right that it might have requiring in personam jurisdiction, venue forum non conveniens and/or similar doctrine.
6. Applicant agrees that no merchandise can be returned without CR Fuels' prior authorization, and a restocking charge will apply to all returned materials except when CR Fuels was in error.

It is also understood that the information furnished by this application is extended for use in extension of commercial or business credit only. Applicant warrants and represents that it has authority to enter this agreement and that the person signing this agreement has been duly authorized to execute this agreement for and on behalf of applicant. Applicant authorizes CR Fuels to obtain credit reports on the Applicant as often as CR Fuels deems necessary.

Liability: Applicant agrees that CR Fuels is solely a supplier of all products it sells and is not responsible for any manufacturing defects and that CR Fuels shall not be liable for any delays or for any failure to manufacture, ship, supply or deliver goods resulting from strikes, labor disputes, breakdowns, wars, civil disputes, floods, acts of God, carriers, or supplier, or manufacturer delays, or regulations of any governmental authority.

SIGNED, SEALED, and DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### WITNESSES

### INDIVIDUAL

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Individual signature

\_\_\_\_\_  
Witness PRINT

\_\_\_\_\_  
Witness PRINT

\_\_\_\_\_  
Individual PRINT

### PERSONAL GUARANTEE

\_\_\_\_\_  
Title

In consideration of CR Fuels selling merchandise and/or extending credit to the above-reference Applicant, I (we) do hereby personally guarantee the payment of the account described in this Application and agree to be individually, jointly and severally liable for payment of same and agree to be bound by all of the terms and conditions set out in the above and foregoing Credit Application and Agreement. Guarantor authorizes CR Fuels to obtain credit reports on the guarantor as often as CR Fuels deems necessary.

I (We) agree to immediately notify CR Fuels at the below address of any change in ownership or form of said business. This instrument shall remain in force until actual written notice of revocation is received by CR Fuels regardless of any subsequent change in the legal status of the account.

I (We) waive notice of acceptance of this instrument or any other notices or conditions precedent to my/our liability herein.

SIGNED, SEALED, and DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### WITNESSES

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Individual signature

SSN

\_\_\_\_\_  
Witness PRINT

\_\_\_\_\_  
Witness PRINT

\_\_\_\_\_  
Individual PRINT

SSN

#### REMIT TO FOLLOWING ADDRESS:

CR Fuels, LLC  
47 Town Center Square  
Hattiesburg, MS 39402

#### OFFICE USE ONLY

Branch # \_\_\_\_\_ Approved By: \_\_\_\_\_ PCode: \_\_\_\_\_

Salesman # \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Customer Type: \_\_\_\_\_