

# CREDIT APPLICATION



Mail or fax completed application to:  
Attention: Credit Department  
Jacobus Energy, Inc./Quick Fuel Fleet Services, LLC  
P.O. Box 13009, Milwaukee, WI 53213  
Phone: 1-800-522-6287 Fax: 414-368-4933

Date: \_\_\_\_\_ Sales Representative: \_\_\_\_\_

## A. ACCOUNT INFORMATION (Please print clearly)

Legal Company Name: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Check One: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership/Proprietorship

Company Name (if different from above): \_\_\_\_\_ Years in business: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name-Accounts Payable: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address (for accounts payable contact): \_\_\_\_\_

Website Address: \_\_\_\_\_

## B. TAX INFORMATION

\_\_\_\_\_ Tax Exempt (attach copy of Fuel Tax Exemption Certificate) **IF TAX EXEMPTION CERTIFICATE IS NOT PROVIDED, TAX WILL BE ADDED TO INVOICES.**

IF COMPANY IS A PROPRIETORSHIP/PARTNERSHIP, COMPLETE BELOW:

Principal Name: \_\_\_\_\_ Principal Social Security #: \_\_\_\_\_

Principal Home Address: \_\_\_\_\_

Principal City: \_\_\_\_\_ Principal State: \_\_\_\_\_ Principal Zip: \_\_\_\_\_

IF COMPANY IS A SUBSIDIARY \_\_\_\_\_ OR DIVISION \_\_\_\_\_ (check one), COMPLETE BELOW:

Parent Name: \_\_\_\_\_ Parent Tax ID #: \_\_\_\_\_

Parent Address: \_\_\_\_\_

Parent City: \_\_\_\_\_ Parent State: \_\_\_\_\_ Parent Zip: \_\_\_\_\_

Delivery Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## C. ESTIMATED USAGE

Estimated gallons per month: \_\_\_\_\_ Current fuel source: \_\_\_\_\_

## D. BANKING & TRADE REFERENCES

Primary Bank & Branch: \_\_\_\_\_ Phone: \_\_\_\_\_

Bank City: \_\_\_\_\_ Bank State: \_\_\_\_\_ Bank Zip: \_\_\_\_\_ Account#: \_\_\_\_\_

Trade Reference-Vendor Name: \_\_\_\_\_ Contact & Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ City/State: \_\_\_\_\_

## E. FINANCIAL Please include your most recent financial statement (required).

As an authorized representative of the Company identified in Section A, above (hereinafter referred to as COMPANY), the undersigned signatory hereby authorizes Jacobus Energy, Inc. and/or Quick Fuel Fleet Services, LLC (hereinafter referred to individually or together as QUICK FUEL) to contact any or all references listed in this Credit Application or otherwise provided by COMPANY, and further authorizes these references to disclose financial information requested by QUICK FUEL.

## F. PAYMENT TERMS & CONDITIONS

By signing and delivering to QUICK FUEL this Credit Application, the undersigned signatory hereby represents and warrants to QUICK FUEL that the undersigned signatory: (i) has read and understands the Terms and Conditions of Sale of QUICK FUEL (which appear on page 2 of this Credit Application), (ii) is a duly elected, appointed and acting officer, manager, or representative of COMPANY, and (iii) has the authority to bind COMPANY to the Terms and Conditions of Sale of QUICK FUEL.

Signature (must be an owner, officer or authorized representative):		Date:	
Name (please print):		Title:	

**G. AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (ACH DEBITS)**

Company Name: \_\_\_\_\_  
Company I.D. #: \_\_\_\_\_  
DEPOSITORY NAME: \_\_\_\_\_  
BRANCH: \_\_\_\_\_  
TRANSIT/ABA NUMBER: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
ACCOUNT NUMBER: \_\_\_\_\_

As an authorized representative of COMPANY, the undersigned signatory hereby authorizes QUICK FUEL to initiate debit entries to COMPANY’s account set forth in this Section G, and the depository set forth in this Section G (hereinafter referred to as DEPOSITORY) to debit the same to such account. This authority shall remain in full force and effect until QUICK FUEL has received written notification from COMPANY that such authority has been terminated; provided that QUICK FUEL shall have reasonable time and manner to effect such termination.

Federal I.D. Number:			
Signature (must be an owner, officer or authorized representative):		Date:	
Name (please print):		Title:	

**TERMS AND CONDITIONS OF SALE OF QUICK FUEL**

Payments. COMPANY’s obligation to pay all amounts due to QUICK FUEL is absolute and unconditional with no right of off-set. COMPANY shall pay to QUICK FUEL all amounts due in accordance with the terms of the applicable invoice. If COMPANY fails to pay QUICK FUEL in accordance with the terms of the applicable invoice, QUICK FUEL (i) may assess against COMPANY interest on all past-due amounts at a rate of 1.5% per month, or at the highest rate of interest allowed by law, whichever is less, until all past-due amounts and interest accrued thereon are paid in full; and (ii) may suspend performance of services until all past-due amounts and interest accrued thereon have been paid to QUICK FUEL. Following receipt by QUICK FUEL of all past-due amounts and interest accrued thereon, QUICK FUEL will have a reasonable period in which to reinstate performance of services. QUICK FUEL, in its sole discretion and without waiver of its rights, may allow COMPANY additional time to make past due payments in lieu of suspension of performance of services. Without prejudice to the foregoing and notwithstanding the same, if COMPANY fails to pay any amount due QUICK FUEL within ninety (90) days from the date of invoice, QUICK FUEL may immediately terminate services without liability to QUICK FUEL. Termination Upon Insolvency. Notwithstanding anything contained in the immediately preceding payment provision, QUICK FUEL may terminate services without further liability to COMPANY in the event COMPANY: (i) becomes insolvent or takes or fails to take any action which constitutes an admission of inability to pay its debts as they mature, (ii) makes an assignment for the benefit of creditors, files a petition in bankruptcy, petition or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial portion of its assets, (iii) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, (iv) has filed against it any such petition or application in which an order for relief is entered or which remains undismissed for a period of sixty (60) days or more, or (v) indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of custodian, receiver or trustee for itself or a substantial portion of its assets, or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more. Consequences of Termination. Upon termination of QUICK FUEL’s services, for any reason, COMPANY shall pay QUICK FUEL for the products and the services provided by QUICK FUEL to COMPANY. Notwithstanding anything to the contrary contained herein, QUICK FUEL’s right to terminate QUICK FUEL’s services is in addition to, and not exclusive of, all other remedies available to QUICK FUEL at law or in equity. Limited Warranty. QUICK FUEL warrants that: (i) the products delivered by QUICK FUEL shall meet the specifications therefor as required by applicable law; and (ii) title to the products delivered by QUICK FUEL is free and clear of all security interests, liens, claims, charges or encumbrances. COMPANY agrees that the limited warranty set forth in the immediately preceding sentence is the exclusive warranty given by QUICK FUEL and QUICK FUEL disclaims, and COMPANY hereby waives, all implied warranties for the products and services provided by QUICK FUEL, including any implied warranty of merchantability and warranty of fitness for intended use or a particular purpose. QUICK FUEL shall not be liable to COMPANY for any exemplary, punitive, special or consequential damages, including, but not limited to, lost revenues or lost profits. In no event shall QUICK FUEL’s liability (if any) in connection with the products and services exceed the total amount actually paid by COMPANY during the then most recent twelve (12) month period. Entire Agreement. These Terms and Conditions of Sale, together with the Master Services Agreement between QUICK FUEL and COMPANY (if applicable), constitute the entire agreement (the “Agreement”) between QUICK FUEL and COMPANY concerning the subject matter hereof and thereof. The Agreement supersedes all prior communications, representations, warranties and covenants (whether oral or written) between QUICK FUEL and COMPANY concerning the subject matter hereof and thereof. None of the terms and conditions of the Agreement may be added to, modified, superseded or otherwise altered except by a written agreement signed by QUICK FUEL and COMPANY. COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY TERMS AND CONDITIONS APPEARING ON ANY AGREEMENT, DOCUMENT OR INSTRUMENT OF COMPANY, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER, ACKNOWLEDGMENT OR INVOICE OF COMPANY, ARE REJECTED IN THEIR ENTIRETY BY QUICK FUEL AND COMPANY AND SHALL HAVE NO EFFECT ON THIS AGREEMENT. In the event of any conflict between the provisions of these Terms and Conditions of Sale and the Master Services Agreement, the provisions of the Master Services Agreement shall control. The Agreement shall be binding upon and inure to the benefit of QUICK FUEL and COMPANY and their respective legal representatives, successors and assigns. COMPANY may not assign or otherwise transfer its rights, interests or obligations under the Agreement without the prior written consent of QUICK FUEL (which consent may be withheld in QUICK FUEL’s reasonable discretion). No waiver of any term, provision or condition of the Agreement whether by conduct or otherwise, in any one or more instances, shall be construed as a further or continuing waiver of any such term, provision or condition. QUICK FUEL and COMPANY agree that, if any provision of the Agreement shall, under any circumstances, be deemed invalid or inoperative, the Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of QUICK FUEL and COMPANY shall be construed and enforced accordingly. Governing Law / Jurisdiction. THESE TERMS AND CONDITIONS OF SALE AND ALL DISPUTES ARISING HEREUNDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. EACH OF QUICK FUEL AND COMPANY CONSENTS TO THE EXCLUSIVE JURISDICTION OF FEDERAL AND STATE COURTS LOCATED IN THE STATE OF WISCONSIN, COUNTY OF MILWAUKEE, IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS OF SALE.