

### **APPLICATION FOR COMMERCIAL CREDIT & AGREEMENT**

CORPORATE • 2360 Lindbergh Street, Auburn, CA 95602

(800) 899-2376 • Fax (530) 863-4001

FlyersEnergy.com | QuickFuel.com



A World Kinect Company

Type of Account: Con Sales Person:				Rack     Email:		
BUSINESS DATA						
Date:			Federal Tax	ID #:		
Legal Company Name:			DBA:			
Physical Address:	street		city		state	zip
Mailing Address:						
Business Ph:	street	Cell Ph:	city	F	ax:	zip
Type of Organization:	Sole Proprietorship	Partnership	Corporation			
_ine of Business:			# of Employees:		# of Years in Busi	iness:
Has the firm or any of the owr	ners ever filed for bankr	uptcy protection?	If yes, when	?		
TAX INFORMATION						
) Tax Exempt (attach copy	of Fuel Tax Exemption	certificate) IF TAX E	XEMPTION CERTIFICAT	E IS NOT PROVIDE	ED, TAX WILL BE ADD	DED TO INVOICES.
OWNERSHIP INFORM	ATION List Owner(s)	Partner(s) Sharehold	lers Names (Attach add	itional sheet if nec	essarv)	
Owner 1:						
Home Address:						
	street					
Ph:		Driver's Lic. #:	city	State: Birt	<sub>state</sub> h Date:	zip
					h Date:	·
Ph: Owner 2: Home Address:	En				h Date:	·
Owner 2:	En	nail:	SS	N #:	h Date: Title: <sub>state</sub>	zip
Owner 2:	En	nail:	SS	N #:	h Date: Title: <sub>state</sub>	zip
Dwner 2: Home Address:	En	nail: Driver's Lic. #:	SS	N #:	h Date: Title: 	zip
Dwner 2: Home Address: Ph: BANK REFERENCE Add	En	nail: Driver's Lic. #: nation may be require Conta	<i>city</i>	N #:	h Date: Title: <sub>state</sub>	zip
Dwner 2:         Home Address:         Ph:         BANK REFERENCE Add         Bank Name:	En	nail: Driver's Lic. #: nation may be require	<i>city</i>	N #:Birtl	h Date: Title: 	zip
Dwner 2:         Home Address:         Ph:         BANK REFERENCE Add         Bank Name:	EnEn	nail: Driver's Lic. #: nation may be require Conta Conta	<i>city</i>	N #:Birtl	h Date: Title: state h Date: Ph:	zip
Dwner 2:         Home Address:         Ph:         BANK REFERENCE Add         Bank Name:         Checking Acct. #:         MAJOR TRADE REFER	EnEnSa ENCES Excluding Cre	nail: Driver's Lic. #: nation may be require Conta Conta	<i>city</i>	N #:Birtl	h Date: Title: state h Date: Ph:	<i>zip</i>
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Dwner 2:	EnEn ditional financial informSa ENCES Excluding Cre	nail: Driver's Lic. #: nation may be require Containings Acct. #: edit Cards Ph: Ph: Ph:	<i>city ed</i> act: Fax : Fax :	N #:Birtl	h Date: Title: h Date: h Date: Ph: Ph:  Email:	<i>zip</i>
Dwner 2:	Enstreet ditional financial informSa ENCES Excluding Cre	nail: Driver's Lic. #: nation may be require Containings Acct. #: edit Cards Ph: Ph: Ph:	<i>city ed</i> act: Fax : Fax :	N #:Birtl	h Date: 	<i>zip</i>

#### **AUTHORIZATION AND EXECUTION**

By completing this Application, Applicant acknowledges and agrees that: (i) Applicant is authorized to complete and execute this Application; (ii) all information provided in this Application is true and correct; (iii) Applicant authorizes Flyers Energy, LLC/Quick Fuel ("Flyers/Quick Fuel") to request business and consumer credit reports from time to time for purposes of investigating the Applicant's and its affiliates and their respective principals, owners, partners, operators, members, shareholders, directors and officers current and continued credit worthiness; (iv) Flyers/Quick Fuel is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting accounts with credit reporting agencies, and other parties with legitimate business needs for such reports or information and Applicant releases Flyers/Quick Fuel from any liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information; (v) Flyers/Quick Fuel will review this Application and may, at its sole discretion, grant credit hereunder; (vii) if approved for credit, Applicant agrees to be bound by the terms and conditions of this Application; and (viii) Flyers/Quick Fuel shall have the right to all other rights and remedies available, offset any amount due by Applicant hereunder against by any amount owed by Flyers/Quick Fuel.

#### FLYERS/QUICK FUEL RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION IN COMPLETING CREDIT REVIEW OF THE APPLICANT. APPLICABLE FOR FLEET CARD TRANSACTIONS

- Upon credit approval, Flyers/Quick Fuel will issue and deliver to Applicant fleet fueling cards (the "Card") 5 in accordance with the use parameters on the Card Requirements Form.
- 2. The Card is NOT a credit card. Therefore, the state and federal consumer protection laws related to credit cards do not apply, and Applicant's liability is not limited thereby for purchases made on lost or stolen cards. If the Card is lost or stolen, Applicant is responsible for all purchases made via the Card until 24 hours after written notice is received by Flyers/Quick Fuel during regular business hours. Applicant shall indemnify and hold Flyers/Quick Fuel harmless from any unauthorized use of the Card, including without limitation attorneys' fees and costs incurred by Flyers/Quick Fuel in the collection of any debts related to unauthorized transactions. It is the Applicant's responsibility to closely monitor the Card activity. If a PIN is issued, Applicant agrees not to keep the PIN on or near the Card. If a Card is issued to Applicant, the person signing this Agreement must designate on the Card Requirements Form those persons who are authorized to add new Cards, make changes to existing Cards, access or change driver identification number information, or institute changes to Cards via website access ("Authorized Persons, Applicant shall be solely responsible for protecting its password and must notify Flyers/Quick Fuel in writing, executed by an officer of Applicant, of any change in the password or in Authorized Persons.
- 3. Applicant acknowledges that fuel card usage restrictions, such as product types, hours of the day, days of the week, number of gallons, number of transactions, dollar limits, etc. have been explained to Applicant in detail and that such restrictions may not be available at all times or at all sites and Flyers/Quick Fuel shall have no liability in respect thereof.
- 4. Flyers/Quick Fuel, without liability to Flyers/Quick Fuel, may temporarily or permanently disconnect any or all of Applicant's Cards any time payment is delinquent. If Flyers/Quick Fuel chooses to reactivate the Card, Applicant acknowledges that the process may take up to 72 hours.

- The Card is the property of Flyers/Quick Fuel and may be canceled, modified, and/or repossessed by Flyers/Quick Fuel at any time and for any reason.
- 6. Applicant represents and warrants that the terms and conditions of this Agreement will be presented to and agreed to by all persons authorized to use the Cards. Applicant certifies that its employees and/or agents using the Access Card issued in the name of the Applicant will be trained to comply with proper safety regulations to ensure safe operation at all fueling locations.
- Applicant agrees that the Card will be used solely for commercial and business purposes and not personal or household purposes.
- Upon termination, Applicant shall immediately surrender all Cards and immediately pay all outstanding amounts owed to Flyers/Quick Fuel.
- 9. Applicant acknowledges that the posted retail price for fuel may not correspond to the price Applicant will be charged for fuel purchased on a Card. Other fees may apply.
- 10. Applicant and Guarantors will indemnify, defend and hold Flyers/Quick Fuel, its officers, directors and shareholders, landlords, tenants and agents harmless from any liability, claims and costs, including but not limited to those for bodily injury or property damage that may be caused in whole or in part by Customer's direct or indirect use of Flyers'/Quick Fuel's fueling locations or use of the Access Cards.
- 11. Applicant agrees to review all invoices provided by Flyers/Quick Fuel, and to notify Flyers/Quick Fuel no later than 15 calendar days after the date of each invoice of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each invoice and the transactions therein shall be binding on Applicant and due on the date shown on the invoice.

and litigation expenses incurred by Flyers/Quick Fuel to collect any sums due under this Application or any

purchase related thereto. This Application and the terms of any purchase shall be construed and enforced in

Products General Terms and Conditions ("GTCs") available at http://www.wfscorp.com/wfscorp/docs/

gtc-land.pdf, except to the extent such GTCs are in conflict with this Application or a written contract

between Applicant and Flyers/Quick Fuel. In addition, Applicant acknowledges that Flyers/Quick Fuel is a subsidiary of World Kinect Corporation ("WKC") and that Applicant may have other agreements

with and/or obligations owing to WKC and/or certain of its affiliates. Nothing herein shall supersede or

8. All applications are processed, payments received and posted, and records maintained at Flyers/Quick

and entered into (and all payments and performance thereunder occurs) in Auburn, California.

Fuel's Auburn Office. Therefore, Applicant acknowledges that this agreement, for all purposes, is made

accordance with the laws of the State of Florida, without regard to any conflict of laws principles

7. All of Applicant's purchases of fuel or services from Flyers/Quick Fuel are governed by the Refine

This Application and any credit issued by Flyers/Quick Fuel is not assignable by Applicant.

invalidate such other agreements and/or obligations.

#### BY COMPLETING THE APPLICATION, APPLICANT AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

- Flyers/Quick Fuel, in its sole and absolute discretion, may amend or cancel these terms and conditions and/or Applicant's credit limit, at any time and for any reason, without notice. Applicant may terminate its credit line at any time by submitting written notice to Flyers/Quick Fuel.
- 2. Applicant acknowledges that accounts are due and payable according to the terms stated on the invoice, and Applicant agrees to remit payment in accordance therewith. Past due amounts shall bear interest at the rate of 18% per annum compounded monthly (or such the lesser maximum amount allowed by law). Applicant further acknowledges that the foregoing payment terms are subject to change without notice.
- 3. All returned checks or rejected electronic payments are subject to a fee up to \$500.00.
- 4. Applicant agrees to notify Flyers/Quick Fuel, in writing, of all changes in name, address, ownership, or legal entity status, within 3 business days of such change.
- 5. Applicant consents to jurisdiction in the federal and state courts sitting in Miami-Dade County, Florida as the sole and exclusive jurisdiction and venue for the resolution of any disputes related to this Application or any purchase on such credit, and agrees to pay all costs, expenses, charges, fees, reasonable attorneys' fees,

#### PLEASE PRINT AND MANUALLY SIGN THIS PAGE - ORIGINAL SIGNATURE REQUIRED.

\* CUSTOMER'S SIGNATURE

\* CUSTOMER'S SIGNATURE

PLEASE PRINT NAME & TITLE

PLEASE PRINT NAME & TITLE

#### **CONTINUING PERSONAL GUARANTEE** – Signing the P.G. may increase your chances of approval

he undersigned guarantor ("Guarantor"), jointly and severally with Applicant, unconditionally guarantees to Flyers/Quick Fuel punctual payment performance, and discharge of all debts, obligations and liabilities of Applicant as may now exist in favor of Flyers/Quick Fuel and as may hereafter arise in favor of Flyers/Quick Fuel and agrees to be bound by all the terms and conditions described hereunder. A separate action or actions may be brought and prosecuted against the undersigned regardless of whether or not such action is brought against the Applicant or the Applicant is joined in any such action. Guarantor expressly waives notice of acceptance of guarantee, demands, notices of non-payment, the benefit of written notice separate from Applicant and waives any statute of limitations affecting his or her liability hereunder or the enforcement of this guarantee by Flyers/Quick Fuel. This is a continuing guarantee and Guarantor hereby irrevocably forever waives, disclaims, and relinquishes all claims, rights, or remedies Guarantor may now have or hereafter have or acquire against Applicant, including, without limitation, any claim, right, or remedy of subrogation, exoneration, reimbursement, indemnification, or contribution that Guarantor may have against Applicant, including without limitation, claims arising by virtue of execution of this Guarantee, so that at no time will Guarantor be or become a "creditior" of Applicant within the meaning of 11 U.S.C. 101(10) or 547(B), or any successor provisions of the federal bankruptcy laws. Guarantor agrees that in the event of death, his or her heirs, executors, and administrators shall be bound hereby. Guarantor agrees to pay Flyers/Quick Fuel's Culick Fuel's Culick fuel's Culifornia.

This guarantee shall be construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict of laws principles. Guarantor consents to jurisdiction of the federal and state courts sitting in Miami-Dade County, Florida for the resolution of any disputes related to this guarantee.

• GUARANTOR'S SIGNATURE	PLEASE PRINT NAME (NO TITLES OR COMPANY INFO)	DATE
• GUARANTOR'S SIGNATURE	PLEASE PRINT NAME (NO TITLES OR COMPANY INFO)	DATE

#### **ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT**

Applicant agrees that payment for all debts incurred to Flyers/Quick Fuel will be withdrawn from Applicant's designated bank account number on each invoice due date. EFT notifications will be sent to you by fax or email three business days prior to drafting funds from Applicant's bank account. We hereby authorize Flyers/Quick Fuel to initiate debit entries to my (our) account indicated below from the depository named below (hereinafter called "Depository"). Applicant acknowledges that the origination of EFT transactions to this account must comply with the provisions of state and federal law. Applicant agrees to pay Flyers/Quick Fuel the applicable return payment fees for each and every EFT returned for insufficient funds. This EFT authorization survives its termination for any past due balances owed by Applicant to Flyers/Quick Fuel.

DEPOSITORY	Bank Name:		_ Ph:					
	Bank Account #:		ABA #:					
Company Name:		Contact:		Billing Contact:				
Ph:	Fax:	Email:		Invoice Options:	Email	Mail		

REVISED 07/02/2025

# Request for Taxpayer Identification Number and Certification

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

	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the or entity's name on line 2.)	wner's name on line	1, and enter the business/disregarded		
	2	Business name/disregarded entity name, if different from above.				
on page 3.	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered only one of the following seven boxes.         Individual/sole proprietor       C corporation       S corporation       Partnership	on line 1. Check	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Print or type. c Instructions o		<ul> <li>LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</li> <li>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) to classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check box for the tax classification of its owner.</li> <li>Other (see instructions)</li></ul>		Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)		
Р Specific	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership in this box if you have any foreign partners, owners, or beneficiaries. See instructions	(Applies to accounts maintained outside the United States.)			
See	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name a	and address (optional)		
	6	City, state, and ZIP code				
	7	List account number(s) here (optional)				
Par	t 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	500	ial secu	rity r	amb	er		
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 <i>How to get a</i>			] -			-	
TIN. later.	or						
	Em	ployer i	lentif	icati	on ni	umb	er

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

# Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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.

	Signature of
Here	U.S. person

# **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*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification. New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners way be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## **Purpose of Form**

Date

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they