

MAUI PETROLEUM, INC. BUSINESS CREDIT APPLICATION

PO Box 1566, Kahului, HI 96733 • (808) 270-2802

Firm Name _____ EIN _____

Street Address _____

City _____ State _____ Zip _____

Billing Address _____

City _____ State _____ Zip _____

Bus Type _____ Phone _____ Fax _____

Credit Limit Requested (Required) \$ _____ Direct Pay Option []Yes []No

Check One: Sole Proprietorship _____ Partnership _____ Corporation _____ LLC _____

Name of Principal / Owner

Name _____ SSN _____

Home Address _____ Phone _____

Email _____

Contact Person (if different) _____ Phone _____

Trade (Business) References

(Open accounts, suppliers, service companies, etc.)

Name _____ Address _____

Purpose _____ Phone _____ Fax _____

Name _____ Address _____

Purpose _____ Phone _____ Fax _____

Name _____ Address _____

Purpose _____ Phone _____ Fax _____

Bank Loan/Deposit Account Information

Name of Bank _____ Phone _____

Address _____ Contact Person _____

HAWAII FUELING NETWORK - DRIVER/VEHICLE LIST

DRIVER and/or VEHICLE NAME (up to 16 characters including spaces)	Gas	Highway Diesel	Off-road Diesel	Odometer Reading (opt)	Daily Gal Limit Specify (opt)	Select 4 Digit Pin Number
1.	Yes No	Yes No	Yes No	Yes No	Yes No	
2.	Yes No	Yes No	Yes No	Yes No	Yes No	
3.	Yes No	Yes No	Yes No	Yes No	Yes No	

Other services requested? Check all that apply:

Bulk Fuel Deliveries _____ Lubricant & Grease Purchases _____ Used Oil Collection & Disposal _____

MAUI PETROLEUM INC. HAWAII FUELING NETWORK (HFN) COMMERCIAL FUEL AND LUBRICANTS PURCHASE AGREEMENT

A. **Parties to this Contract.** The Parties to this Credit Sale Contract are Maui Petroleum, Inc. (MPI) whose principal place of business is located at 385 Hukilike Street, Kahului, HI 96732 also doing business as Hawaii Fueling Network (HFN) and the below signed commercial Applicant who acknowledges that the fuel and lubricants to be purchased from MPI are primarily for business, commercial or agricultural purposes.

B. **Definitions.** As used in this contract the term "you," "your" and "Buyer" refers to the Applicant who signs this agreement below or any users authorized by you. Guarantors are persons who signed this Contract who agreed to make your payments for you if you fail to make those payments when they are due.

Upon approval of this application by HFN you agree that the use of the HFN access card shall be subject to the following terms and conditions:

1. **Responsibility.** You agree to pay for all transactions completed by you or by any authorized or unauthorized person using your card(s). You specifically agree that you will be responsible for all charges on the card(s) including charges by those persons who may have stolen the card(s) as allowed by law.

2. **Billings.** HFN will furnish you with a detailed periodic statement of your purchases at least once a month. You agreed to pay upon receipt of the statement those amounts invoice to you by HFN by no later than thirty (30) days following the date of the statement. MPI reserves the right to require payment earlier than 30 days upon giving you 10 days advance written notice of the change in payment terms. MPI may accept credit cards for payment, however a Convenience fee will be charged. Contact MPI for the Convenience Fee amount.

3. **Modification/Cancellation.** MPI reserves the right to modify or cancel this authorization and agreement at any time upon written notice to you. However, you will still be responsible for paying any unpaid purchases. You will also be responsible for paying any fees or charges MPI incurs to collect what you owe MPI.

4. ANNUAL PERCENTAGE RATE. YOU AGREE THAT ANY AMOUNT NOT PAID WITHIN 30 DAYS FROM DATE OF INVOICE (STATEMENT) SHALL BE CONSIDERED PAST DUE AND YOU AGREE TO PAY A FINANCE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH RETROACTIVE TO DATE OF INVOICE. THE ANNUAL PERCENTAGE RATE OF THE FINANCE CHARGE IS 18 PERCENT (18%) PER ANNUM.

5. **Credit Limits/Overdue Accounts.** MPI reserves the right to set credit limits at any time upon written notice to you. Accounts with balances over 10 days past due will be suspended until all amounts are paid in full, however any account with the balance over 10 days past due with less than six months of payment history will be suspended permanently. Accounts with balances over 30 days past due will be suspended permanently.

6. **NSF (Non-sufficient funds) Fee.** You will be assessed a \$25.00 handling fee on all returned check/share drafts.

7. **Attorney's Fees and Costs of Collection.** If any sums due to MPI are not paid in accordance with the terms and conditions set forth above, and the account is turned over to an attorney or collection agency or if suit is brought thereon, you and the guarantors promise and agree to pay all costs and fees incurred by MPI including, but not limited to, attorney's fees, whether or not suit is filed to the maximum allowed by law. Applicant and MPI waive trial by jury in any action, proceeding or counterclaim brought by either of them arising out of this Contract.

8. **Administrative Fee.** If any sums due to HFN are not paid in accordance with the terms and conditions set forth above, and the account is turned over to a third party for collection you promise and agree to pay to HFN, in addition to any other sums, fees and costs that may be due and owing as provided for in this Agreement an administrative handling fee equal to 33% of the total amount of principle, late fees and accrued interest due.

9. **Protection of Your PIN.** You agree to keep your personal identification (PIN) separate from the card(s) so that if the card(s) is lost or stolen the PIN will not be available to an unauthorized user. In the event that a card is lost or stolen, notify MPI immediately at (808) 270-2802. Your failure to comply with this paragraph may result in you being responsible for all unauthorized charges.

10. **Conditions/Termination.** This Contract contains the entire agreement between you and MPI. There are no promises, terms, conditions or obligations other than those written in this Contract or as written in other agreements between us. Your authorization and agreement will remain in effect until MPI has received written notification from you of the termination of this authorization and agreement. MPI will also have a reasonable amount of time to act on your request. You understand that you are still responsible to pay for any unpaid purchases made to your Card and/or Account.

11. **Credit/Information.** All information you have stated on this application is correct. You hereby authorize HFN to obtain any such information, as HFN deems appropriate, regarding your representations in this application. You also authorize HFN to check your credit and employment history at any time, to obtain a credit report at any time, and to inquire with others about their credit experiences with you.

____/____/____
Date Applicant's Signature Print Name Applicant's Signature Print Name
By signing above you agree to all of the terms and conditions contained in this Contract.

Maui Petroleum, Inc. (MPI) has no obligation to provide a HFN access card and/or a MPI Commercial Bulk Account to the Applicant until MPI approves and accepts this application. MPI reserves the right to reject any and all applications for a HFN access card and/or MPI Commercial Bulk Account.

Accepted by MPI: _____ Denied by MPI: _____ By: _____ Dated: ____/____/____

If the above Applicant is a corporation, limited liability company, limited liability partnership, or limited partnership, the following Personal Guarantee must be filled out and executed by a corporate officer, limited liability company member, or partner acceptable to MPI.

PERSONAL GUARANTY

For the value received, we the undersigned Guarantor(s) jointly and severally do hereby unconditionally guarantee payment of all sums required to be made hereunder by the above signing Applicant. If Applicant fails to make any payment due to MPI pursuant to its terms and conditions I (we) hereby agree to pay the unpaid outstanding principal balance plus interest, attorney's fees and all costs accrued on demand. I (we) understand and agree that this is a continuing, unconditional personal guaranty and it shall obligate me (us) to pay all future charges made by the above signing Applicant. This continuing, unconditional, personal guaranty shall be binding upon my (our) respective heirs, personal representatives, successors and assigns and it shall inure to the benefit of MPI and their successors and assigns. I (we) waive trial by jury in any action, or proceeding brought by MPI to enforce this Guaranty. The bankruptcy of the Applicant will not terminate my (our) obligations under this Guaranty.

____/____/____
Date Guarantors's Signature Print Name Guarantors's Signature Print Name