

MAUI PETROLEUM, INC. INDIVIDUAL CREDIT APPLICATION

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

Name _____ SSN _____

Street Address _____

City _____ State _____ Zip _____

Billing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email _____

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

Employment Information

Place of Employment _____ How Long _____

Address _____ Phone _____

Bank Loan/Deposit Account Information

Name of Bank _____ Branch _____

Open VISA or MC # _____ Exp Date _____ VCode _____

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				
4.	Yes No	Yes No	Yes No	Yes No	Yes No				
5.	Yes No	Yes No	Yes No	Yes No	Yes No				
6.	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. CREDIT SALE CONTRACT

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 Applicant.

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.

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) including those who may have stolen your card, except as restricted 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.** HFN reserve 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 HFN for any unpaid purchases. You will also be responsible for paying any fees or charges HFN incurs to collect what you owe HFN.

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. **Return Check Fee.** You will be assessed a \$25.00 handling fee on all returned checks.

7. **Attorney's Fees and Costs of Collection.** 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 an attorney or collection agency or if suit is brought thereon, you promise and agree to pay all costs and fees incurred by HFN including, but not limited to, attorney's fees, whether or not suit is filed to the maximum allowed by law. Applicant and MPI wave trial by jury in any action, proceeding or counterclaim brought by either of them arising out of this Contract.

8. **Cost of the Action.** 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 actual costs and expenses incurred by HFN in collecting the account to be included as part of the costs of the action.

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 HFN 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 HFN has received written notification from you of the termination of this authorization and agreement. HFN 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 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.

NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT. WHEN YOU SIGN THIS CONTRACT, YOU ARE ENTITLED TO A COPY OF IT THAT IS FILLED IN, IN EVERY NECESSARY RESPECT. YOU SHOULD KEEP IT. THIS CONTRACT IS COVERED BY HAWAII'S CREDIT SALE LAW, AND YOU THE RIGHTS OF A BUYER UNDER THAT LAW. YOU ALSO MAY HAVE RIGHTS UNDER OTHER STATE AND FEDERAL LAWS.

CREDIT SALE CONTRACT

_____/_____/_____
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 Credit Sale Contract.

MPI has no obligation to provide a HFN access card 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.

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

If the purchases by Applicant are primarily for a business, commercial or agricultural purpose or the Applicant is a corporation, Limited Liability Company, limited partnership, general partnership, or a limited liability partnership Hawaii's Credit Sales law will not apply to this Agreement.