

# Commercial Credit Application



**ALOHA PETROLEUM, LTD.**  
 P.O. Box 500, Honolulu, HI 96809  
 Ph: (808) 522-9222 Fax: (808) 522-9707

Referred By:

Date: \_\_\_\_\_

<b>ACCOUNT TYPE</b>			
<input type="checkbox"/> Fleet/Business Acct.	Estimated Monthly Purchases \$ _____	<input type="checkbox"/> No. of Vehicles for this program _____	
<input type="checkbox"/> Bulk Delivery	Estimated Monthly Purchases \$ _____		
<input type="checkbox"/> Lubricants & Oils	Estimated Monthly Purchases \$ _____		

<b>APPLICANT'S INFORMATION</b>			<b>TYPE OF BUSINESS</b>		
Company Name _____			<input type="checkbox"/> Corporation	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Non-Profit
			<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
Parent Company: _____	Name & Title of person completing application: _____				
Billing Address: _____	City: _____	State: _____	Zip: _____		
Nature of Business: _____	No. of Employees: _____	Date Established: _____			
Phone: _____	Fax: _____	Federal Tax ID: _____	GE License No.: _____		
Person to Contact for Payment: _____	Phone: _____	Fax: _____	E-Mail: _____		

PRINCIPALS/OWNERS	TITLE	S.S.N.	HOME ADDRESS
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

BANK REFERENCES	CONTACT OFFICER	PHONE NO.	CHECKING ACCT.#	OTHER ACCT. #
1. Bank Name/Branch _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____

TRADE REFERENCES	ADDRESS	PHONE NO.	ACCT.#
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**ACCEPTANCE AND AUTHORIZATION**

The above information is submitted as a basis for your consideration. We hereby apply for the extension of credit by your firm.

By signing below, I acknowledge and attest that the Applicant is a valid business entity and that I am authorized to make this application on the Company's behalf, and that all information submitted is complete and accurate, to the best of my knowledge. I further acknowledge that I have read, understand, and accept the terms and conditions of the Save-A-\$ Club Agreement and/or Bulk Delivery Terms and Conditions attached or on the reverse side of this application and acknowledge that they are incorporated herein, and made a part hereof. I hereby agree that Aloha Petroleum, Ltd., may review our credit history by any means available, now and in the future, including but not limited to contact with any of the above references at your sole discretion.

  X   \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature:

**GUARANTOR(S) STATEMENT**

In consideration of the extension of credit by Aloha Petroleum, Ltd. ("Aloha"), to the credit applicant, the undersigned Guarantor(s), jointly and severally with the credit applicant, unconditionally guarantees payment of all amounts due by the credit applicant to Aloha, together with reasonable attorney's fees incurred in enforcing this guaranty and/or outstanding obligations of the credit applicant. Upon nonpayment by the credit applicant, Aloha may, at its option, make immediate demand upon Guarantor(s) for payment pursuant to the provisions of the guaranty. This guaranty is enforceable against the undersigned Guarantor(s) without the necessity of notice, demand, suit or other proceedings against the credit applicant or the Guarantor(s). Guarantor(s) hereby waives all rights to a jury trial. The liability of the Guarantor(s) shall be primary and not affected by the credit applicant's bankruptcy, and shall continue in effect until all amounts owed are satisfied in full and Aloha has received written notice of revocation by certified mail. Guarantor(s) authorizes, without notice, consent or demand, all changes in terms or credit limits, which may be renewed, accelerated, or extended from time to time. Guarantor(s) also authorizes Aloha to review their credit history by any manner available or deemed necessary.

Guarantor's Signature:   X   \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
 (Do not insert any corporate titles)

Guarantor's Signature:   X   \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
 (Do not insert any corporate titles)

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract because all or part of the applicant's income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of Proceedings, Interstate Commerce Commission, Washington, D.C. 20523.

## **SAVE-A-\$ Club AGREEMENT (FOR COMMERCIAL CHARGE ACCOUNTS)**

THIS AGREEMENT is made by and between ALOHA PETROLEUM, LTD., a Hawaii corporation, operating as Save-A-\$ Club of Hawaii ("Aloha") and the company, (the "Company"), named in the commercial credit application, attached or on the reverse side of this agreement. The Company desires to have Aloha issue a Card to a Cardholder (a "Cardholder") to incur obligations of and charges against the Company. Aloha desires to issue the cards subject to the Company's acceptance of the terms and conditions set forth in this Agreement as to all Club Cards issued to the Company.

The Company and Aloha agree as follows:

- 1) **Use of Club Cards.** The Company agrees to pay Aloha for credit extended in connection with any Club Card issued to any Cardholder pursuant to this Agreement, together with all applicable charges set forth in this Agreement. The Company agrees that all Club Cards are to be used for business or agricultural purposes, and not primarily for personal, family or household purposes. The Company agrees to pay Aloha for such credit and such other charges regardless of the purposes for which any Cardholder obtains credit pursuant to this Agreement. The failure on the part of any Cardholder to sign a sales draft shall not relieve the Company of its obligation to pay for value advanced on presentation of a Club Card.
- 2) **Payment.** The Company will receive a monthly statement showing Club Card purchases for the prior month. The Company will pay the amount due for such Club Card purchases as specified on your terms of sale or within thirty (30) days from the receipt of the statement. If the Company does not pay by the date specified, the Company understands Aloha may charge a late payment charge of one and one-half percent (1½%) a month as provided in paragraph 13 below.
- 3) **Club Card.** The Company understands that any Club Card issued to a Cardholder is Aloha's property and may be cancelled or repossessed by Aloha at any time by phone or by writing to the Company's address as indicated in Aloha's records. The Company agrees to return any Club Card to Aloha upon Aloha's request. The Company may cancel the account by writing to Aloha. The Company understands if the account or any Club Card is cancelled, the Company agrees to pay everything owed Aloha including any unbilled amounts. The Company releases Aloha of any liability for failure to honor any Club Card at any time.
- 4) **Charge Limits.** The Company will be given a total credit limit for all Club Cards issued to the Company (the "Total Charge Card Limit"). The Company may also be given a credit limit for each individual Club Card issued to a Cardholder (the "Individual Charge Card Limit"). The Company agrees not to incur debt to Aloha on all Club Cards exceeding its Total Charge Card Limit. The Company further agrees not to incur debt to Aloha on any one Club Card exceeding the Individual Charge Card Limit, if any is established for that Club Card. If the Company exceeds its Total or Individual Charge Card Limit, the excess may be deemed immediately due and payable. The Company's Total or Individual Charge Card Limit shall be as set forth in a notice from Aloha. If such a notice is sent to the Company, purchases will be made only up to that limit. Aloha can increase the limits at any time or not impose one.
- 5) **Representations and Warranties.** From the time the Company signs this Agreement until this Agreement is terminated and Aloha is repaid in full, the Company makes the following representations and warranties, and each request for an additional Club Card constitutes a renewed representation and warranty: (a) The Company is fully organized, properly licensed and in good standing in the State of Hawaii; (b) All financial and other information that has been or will be supplied to Aloha is (i) sufficiently correct and complete to give Aloha accurate knowledge of the Company and any Guarantor's financial condition, (ii) in form and content required by Aloha, and (iii) in compliance with any government regulations that apply; and (c) There are no law suits, tax claims, or other disputes pending or threatening against the Company which if lost, would impair the Company's financial condition or ability to repay, except as may be disclosed to Aloha.
- 6) **Credit Review.** Aloha may from time to time request information for the purpose of conducting a credit review for insuring payment. The Company agrees to furnish the information requested by Aloha within a reasonable period of time after Aloha requests it.
- 7) **Amendment/Change of Terms.** Aloha can amend and change the terms of this Agreement at any time. The new terms will apply both to the new purchases and any outstanding balance on the account. Aloha will notify the Company at the address shown in Aloha's records of any change in terms at least fifteen (15) days before the start of the billing period in which the change takes place. Unless the Company terminates the Agreement before the amendment becomes effective, the amendment will be deemed effective at the start of the billing period after proper notice is provided to the Company.
- 8) **Failure to Pay; Default.** If the Company (a) fails to make a payment when due; (b) breaches any obligation under this Agreement; (c) makes any false statements to Aloha; (d) furnishes false or misleading information or misrepresentations; (e) defaults or any Guarantor defaults, under any agreement in connection with any credit the Company or any Guarantor of the Company has obtained from anyone else, or which the Company or any Guarantor has guaranteed; (f) experiences the death of any owner if the Company is a sole proprietorship, the death of any general partner if the Company is a partnership, the death of any principal officer or majority shareholder, if the Company is a corporation, or the appointment of a receiver or similar official for the Company's business or the termination of the business; then in any such event or events, Aloha can require immediate payment of the outstanding balance, charge the late charges in cases as provided above and suspend the credit privileges without notice. The Company will pay all collection costs, including reasonable attorney's fees and court costs, and any costs Aloha may incur in retrieving a Club Card. Aloha can bill these costs to the Company's account. The Company knows each Club Card is intended for the Cardholder's use only; if despite this, the Cardholder permits anyone else to use the Club Card, the Company will be responsible and pay for all purchases made by such individuals.
- 9) **Termination.** Any commitment of Aloha under this Agreement shall be solely for the benefit of, and may not be assigned by the Company. This Agreement may be terminated by either party, without cause, by notice to the other. If either party terminates this Agreement, the Company shall immediately cut in half all Club Cards issued and return them to Aloha. Termination shall not affect the Company's liability for any purchases and charges pursuant to this Agreement. Following termination, all provisions of this Agreement shall remain in force until all amounts owed to Aloha are paid in full. Further, the Company agrees no new purchases shall be made on the account; however, if they are made, notwithstanding the above, the Company shall be liable until all debts are paid in full.
- 10) **Change of Address.** The Company agrees to notify Aloha in writing of any changes in name, business name, mailing address or daytime phone number of the Company and the principal Cardholders.
- 11) **Questions and Billing Errors: Unauthorized Use.** The Company will be liable for any use authorized by the Company or a Cardholder, including use by a person authorized by the Company or a Cardholder to use the Club Card, until the Company has sent Aloha written notice and destroyed or recovered and safeguarded the Club Card that the person was using. In the event of possible loss, theft or unauthorized use, the Company agrees to notify Aloha at (808) 522-9222 or fax to (808) 522-9707 of the possible loss, theft or unauthorized use. If ten or more cards are issued pursuant to this Agreement, the Company shall be strictly liable for any unauthorized use of the Club Cards. If fewer than ten Club Cards are issued, the Company will be liable up to a maximum of \$50.00 per card for any use of Club Cards by anyone other than a Cardholder occurring prior to notice to Aloha, orally or in writing, of the possible loss, theft or unauthorized use. The Company agrees to assist Aloha in determining the facts and circumstances relating to any unauthorized use.
- 12) **Credit Information.** The Company authorizes Aloha to investigate the Company's credit record and the Company understands Aloha may obtain a consumer report. Upon inquiry from the Company to Aloha at Aloha's address listed below in paragraph 14, Aloha will inform the Cardholder if a consumer report was requested or received by Aloha. If such a report was requested or received, Aloha will, in response to an inquiry, inform the Company of the name and address of the credit-reporting agency, which furnished the report. It is further understood that if the Company receives a Club Card, Aloha may later request consumer reports in connection with use of the account. The Company authorizes Aloha to furnish information about its account to credit reporting agencies and others who may properly receive such information.
- 13) **Late Charge Computation.** The Company agrees to pay the late charge described in paragraph 2 above if the Cardholder fails to make a payment on time. The Cardholder understands the late charge is a charge not to exceed one and one-half percent (1½%) applied to the average daily balance during the billing period. The average daily balance is computed by adding the balance at the end of each day in the billing period and dividing that sum by the number of days in that period. The balance outstanding each day is determined by adding purchases and charges to, and subtracting payments and credits from the balance outstanding on the previous day excluding any unpaid late charges.
- 14) **Questions and Billing Errors.** The Company will let Aloha know immediately if there are any questions about any statement. The Company can call Aloha at (808) 522-9222 or write Aloha at P.O. Box 500, Honolulu, Hawaii 96809.
- 15) **Safety Rules.** The Company agrees that Gasoline Safety Guidelines will be followed as established by Aloha from time to time. The Company understands that some of the Guidelines are established by federal, state or local fire hazard laws and others are simply good, common sense, safety precautions.
- 16) **Waiver.** Aloha can waive or decline to enforce any of its rights under this Agreement without affecting any of Aloha's other rights under this Agreement.
- 17) **Charge Account.** The Company understands that all Club Card purchases are on a single payment, thirty (30) day charge account basis. The Company understands that the Club Card may not be used like a bank or similar credit card to defer payment for more than one billing period. The Club Card is used as a means for the Company to pay for purchases each month. The Company must make a payment in full each month or will be in default under this Agreement.
- 18) **Approval.** The Company understands this Agreement will not be effective until accepted by Aloha or until the Company receives a Club Card from Aloha which will be deemed to be Aloha's acceptance of this application.
- 19) **Replacement Cards.** The Company understands that while there is no fee for the initial Club Card(s) issued, a nominal fee may, however, be charged for Club Card replacement requests.
- 20) **One Agreement.** This Agreement and any other agreements required by this Agreement collectively: (a) represent the sum of the understandings and agreements between Aloha and the Company concerning the Club Cards; and (b) replace any prior oral or written agreements between Aloha and the Company concerning the Club Cards; and (c) are intended by Aloha and the Company as the final, complete and exclusive statement of the terms agreed.
- 21) **Signature.** By signing the application on the reverse side of this form, the Company acknowledges and understands that its rights and obligations that are set forth in this Agreement do not arise unless and until Aloha approves the Company's application as described in this Agreement.
- 22) **Return Check Fee.** If a check you use to make any payment is returned by your bank unpaid, you will have to pay a returned check fee of \$15.00.

## **BULK DELIVERY TERMS AND CONDITIONS**

In consideration of Aloha Petroleum, Ltd., granting credit to the applicant at its sole discretion, the applicant agrees to the following terms and conditions:

- 1) Aloha Petroleum, Ltd., at its sole discretion, may place your account on a Cash/COD basis at any time.
- 2) Applicant shall pay the amount or amounts due for fuel deliveries within net 30 days of the invoice date or as otherwise agreed and specified in writing.
- 3) Applicant shall pay a late payment charge of eighteen percent (18%) per annum on any unpaid, overdue balance from and after the first day the same becomes delinquent until fully paid.
- 4) Applicant will pay all collection costs, including reasonable attorney's fees and court costs and all other costs and expenses resulting from the delinquent account which Aloha may incur in addition to the delinquent amount and late payment charges.
- 5) Applicant shall pay all amounts received in excess of approved limits immediately, and the account may be placed on a Cash/COD basis at Aloha Petroleum's sole discretion.
- 6) Applicant will notify Aloha in writing of any material change in applicant's financial condition, licensing status, or business address.
- 7) When any conflict exists between these terms and the terms of any specific note or contract, the terms of the note or contract will govern.
- 8) Applicant waives any rights to trial by jury in connection with any disputes or actions in any way relating to dealings with Aloha Petroleum, Ltd.
- 9) Returned Check Fee. If a check you use to make any payment is returned by your bank unpaid, you will have to pay a returned check fee of \$15.00.