Date: ____ / ____ 20____

H.A. Mapes, inc.

motor fuels since 1936
P.O. Box 157 Springvale, ME 04083
207-490-2963 • 1-800-491-6143 • Fax 207-324-9602 • www.hamapes.com

COMMERCIAL CREDIT APPLICATION AND SALES AGREEMENT

APPLICANT INFORMATION:

LEGAL NAME OF APPLICANT:	DATE OF BIRTH (IF APPLICANT IS INDIVIDUAL): / /		
DOING BUSINESS NAME (IF APPLICABLE):			
STREET ADDRESS:	CITY:	STATE:	ZIP:
MAILING ADDRESS:	CITY:	STATE:	ZIP:
BUSINESS PHONE:	FAX:		
E-MAIL:	WEB SITE:		
NAME AND TITLE OF CONTACT PERSON:	PHONE OF CONTACT PERSON:	E-MAIL OF CONTACT PERSON:	

PLEASE CHECK ONE:
- ❑ SOLE PROPRIETORSHIP
- ❑ CORPORATION
- ❑ LIMITED PARTNERSHIP
- ❑ GENERAL PARTNERSHIP
- ❑ JOINT VENTURE
- ❑ LIMITED LIABILITY COMPANY
- ❑ LIMITED LIABILITY PARTNERSHIP
- ❑ OTHER _____

IF ORGANIZATION, **LIST STATE** IN WHICH ORGANIZED; IF SOLE PROPRIETORSHIP, **LIST STATE** IN WHICH PROPRIETOR RESIDES:	SOCIAL SECURITY NO.: _____ FEDERAL TAX I.D. NO. OF APPLICANT:	
OWN OR RENT BUILDING	VALUE (IF OWNED): $	MONTHLY RENT: $

PLEASE ATTACH A LIST SHOWING THE FULL NAMES AND ADDRESSES OF ALL OWNERS (IF SOLE PROPRIETORSHIP), GENERAL PARTNERS, JOINT VENTURERS, MEMBERS, MANAGERS (IF LIMITED LIABILITY COMPANY OR LIMITED LIABILITY PARTNERSHIP), PRINCIPAL OFFICERS AND DIRECTORS OF APPLICANT.

PRINCIPAL FINANCIAL INSTITUTIONS WITH WHICH APPLICANT DOES BUSINESS:

1. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
BANK OFFICER:	BORROWING RELATIONSHIP: ❑ YES ❑ NO		
CHECKING ACCT. NO.:	SAVINGS ACCT. NO.:	MORTGAGE NO.:	
2. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
BANK OFFICER:	BORROWING RELATIONSHIP: ❑ YES ❑ NO		
CHECKING ACCT. NO.:	SAVINGS ACCT. NO.:	MORTGAGE NO.:	

TRADE REFERENCES:

1. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
CONTACT PERSON:	ANNUAL PURCHASES:		
2. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
CONTACT PERSON:	ANNUAL PURCHASES:		

Terms and Conditions

This is an application for a commercial credit account with H.A. Mapes, Inc. (the "Company"), and not for purchases made primarily for personal, family or household purposes. The Applicant understands and agrees that this Application and any credit account resulting from this Application are and will be subject to the following terms and conditions:

1. The Company may accept or deny this Application in its sole discretion. The Applicant guarantees that every representation made in this Application or elsewhere in connection with this Application is true, and this Application and the credit and other transactions contemplated by this application are duly authorized acts of the Applicant. The Company is authorized to take whatever actions it decides may be necessary to confirm the truth of any information set forth in this Application. The Company may obtain whatever information about the Applicant that the Company may require concerning the applicant and any guarantor in connection with this Application, or in connection with any credit account resulting from this Application, from whatever source (including, but not limited to, credit bureaus and reporting agencies). The Company may submit this Application or copies of this Application to third parties to evidence authorization for receipt of such information. The Company may answer questions and make reports concerning its credit experience with the Applicant.
2. If this Application is accepted by the Company, then the Applicant may, from time to time, order motor fuel or other products ("Product") from the Company and make payment for the same as provided in this Application. The Company retains the right to refuse to accept any particular order. The Company may apply any payment made to it to any amounts owed to it by the Applicant even if the Applicant or another party directs that payment to be applied to a particular delivery or amount owed to the Company.
3. The Company reserves the right to limit purchases and to fix a limit on any credit which may be extended to the Applicant. A late charge equal to the greater of 1 ½% of any overdue balance and $7.50 will accrue on the first day of each month that a balance is overdue. The applicant will be liable for all costs (including, but not limited to, reasonable attorneys' fees), incurred by the Company in collecting any amounts due from the Applicant. A handling fee of $100 to cover costs will be assessed for checks drawn on your account, but returned to the Company unpaid by you or financial institution. The Applicant agrees to pay this fee as well as all other costs incurred by the Company in connection with the returned check.
4. No claims for shortages, damages or errors in delivery will be allowed unless made to the Company in writing within 7 days of invoice. The Company shall not be liable for any failure or delays in shipments regardless of the cause of such delays. Prices and costs are estimates, not guarantees, and may change with the passage of time or with changes in conditions. **The Company disclaims** all implied warranties, including, but not limited to, **any warranty of merchantability or of fitness for a particular purpose,** with respect to any goods sold or labor performed for or at the direction of the Applicant.
5. No right of the Company may be waived or given up except as explicitly provided in writing signed by the Company. Such a waiver or relinquishment by the Company of any right on any particular occasion shall not constitute the waiver or relinquishment of any other right or of the same right on any other occasion. No action or failure to act, and no delay in the same, shall constitute a waiver or relinquishment by the Company of any right that it may have. The Company's acceptance of any payment or other performance due on a date after such payment or performance is due shall not constitute a waiver or relinquishment of its right to demand timely payment of other amounts that are then due, or which become due at a later time, or the timely performance of any other obligation of the Applicant. Acceptance by the Company of any amount outstanding, or performance of any other obligation, shall not constitute a waiver of any default or of any of the Companies rights to proceed upon such default. The Company shall have no obligation to exercise any rights that it may have.
6. The Applicant understands that the terms of certain purchases from the Company may be governed by other agreements between the Company and the Applicant, provided that those other agreements are signed (either physically or electronically) by the Company. In such an instance, the terms contained in this Application shall supplement and apply in addition to those in any such agreement. However, to the extent that the terms of any other such agreement and this Application conflict, the terms of that other agreement shall control. Except to the extent of any such conflict, the obligations of the Applicant contained in this Application are continuing and will apply to all purchases by the Applicant from the Company, regardless of whether the invoices, bills or other items evidencing any such purchase referred to this Application or the terms of the same. Even if this Application is accepted by the Company, then, except as may be set forth in any such other agreement, or as otherwise required by law, the Company shall have no obligation to extend credit to the Applicant in any particular instance, but, instead, may make a determination as to whether such an extension shall be made on an order by order basis. This Application merely constitutes the Applicant's agreement as to the terms which shall govern any credit that may actually be extended to it by the Company and does not (even after acceptance) constitute a commitment or promise by the Company that any credit extension will be made. In addition, the Company may change the terms set forth in this Application by providing the Applicant with advance written notice of the same. The Company may send notices to the Applicant at the Applicant's address(es), e-mail address and/or fax number set forth in this Application.

Legal Name of Applicant: _____ Title: _____

Signed: _____ Dated: _____

GUARANTY

In consideration of H.A. Mapes, Inc. (the "Company") entering into credit arrangements with the above Applicant, the undersigned Guarantor absolutely and unconditionally guarantees payment of all amounts now or hereafter due from that Applicant to the Company, whether subject to this Application or otherwise, and agrees to be bound by, and guarantees, the above terms. The undersigned's liability on this Guaranty is joint and several with that of the above Applicant and of any other guarantors of, or other parties liable upon, all or any portion of the debts guaranteed herein. The undersigned waives recourse to guarantorship and suretyship defenses generally, including, but not limited to: any delay by the Company in collecting upon any debt; any extensions of time granted Company in connection with any debt; the Company's release of, or failure to perfect any security interest; the Company's action or inaction in connection with any security interest or collateral; any modification of the terms of any debt, security interest or guaranty; any full or partial release of any other parties liable on any or all of the debts hereby guaranteed. The undersigned further guarantees that the information in the attached "Guarantor Information" sheet is true and accurate.

Guarantor: _____ Dated: _____

Printed Name: _____ Witness: _____

Date: ____ / ____ 20____

H.A. Mapes, inc.

motor fuels since 1936
P.O. Box 157 Springvale, ME 04083
207-490-2963 • 1-800-491-6143 • Fax 207-324-9602 • www.hamapes.com

GUARANTOR'S PERSONAL FINANCIAL INFORMATION

GUARANTOR INFORMATION:

LEGAL NAME OF GUARANTOR:	DATE OF BIRTH (IF GUARANTOR IS INDIVIDUAL): / /		
DOING BUSINESS NAME (IF APPLICABLE):			
STREET ADDRESS:	CITY:	STATE:	ZIP:
MAILING ADDRESS:	CITY:	STATE:	ZIP:
BUSINESS PHONE:	FAX:		
E-MAIL:	WEB SITE:		
NAME AND TITLE OF CONTACT PERSON:	PHONE OF CONTACT PERSON:	E-MAIL OF CONTACT PERSON:	

PLEASE CHECK ONE:
- ❑ SOLE PROPRIETORSHIP
- ❑ CORPORATION
- ❑ LIMITED PARTNERSHIP
- ❑ GENERAL PARTNERSHIP
- ❑ JOINT VENTURE
- ❑ LIMITED LIABILITY COMPANY
- ❑ LIMITED LIABILITY PARTNERSHIP
- ❑ OTHER _____

IF ORGANIZATION, **LIST STATE** IN WHICH ORGANIZED; IF SOLE PROPRIETORSHIP, **LIST STATE** IN WHICH PROPRIETOR RESIDES:	SOCIAL SECURITY NO.: _____ FEDERAL TAX I.D. NO. OF GUARANTOR:	
OWN OR RENT BUILDING	VALUE (IF OWNED): $	MONTHLY RENT: $

PLEASE ATTACH A LIST SHOWING THE FULL NAMES AND ADDRESSES OF ALL OWNERS (IF SOLE PROPRIETORSHIP), GENERAL PARTNERS, JOINT VENTURERS, MEMBERS, MANAGERS (IF LIMITED LIABILITY COMPANY OR LIMITED LIABILITY PARTNERSHIP), PRINCIPAL OFFICERS AND DIRECTORS OF GUARANTOR.

PRINCIPAL FINANCIAL INSTITUTIONS WITH WHICH GUARANTOR DOES BUSINESS:

1. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
BANK OFFICER:	BORROWING RELATIONSHIP: ❑ YES ❑ NO		
CHECKING ACCT. NO.:	SAVINGS ACCT. NO.:	MORTGAGE NO.:	
2. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
BANK OFFICER:	BORROWING RELATIONSHIP: ❑ YES ❑ NO		
CHECKING ACCT. NO.:	SAVINGS ACCT. NO.:	MORTGAGE NO.:	

TRADE REFERENCES:

1. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
CONTACT PERSON:	ANNUAL PURCHASES:		
2. NAME:	PHONE:		
ADDRESS:	CITY:	STATE:	ZIP:
CONTACT PERSON:	ANNUAL PURCHASES:		