Martin Oil Company

528 North First Street, Bellwood Pa 16617-1922

Phone: (814) 742-8438 800-252-3868 Fax: (814) 742-8458

Commercial Credit Application

Please **print, complete in full, and sign**, on front and reverse. Incomplete information could result in return of application or rejection.

Business Name	Billing Address	Zip Code	Years in Business

Billing Phone Number ( ) -	Fax Number ( ) -	Email Address	Employer ID No. (EIN)

Type of Organization (Check One) ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ LLC	Principal Business Activity

Local Address	Local Phone Number ( ) -	Accounts Payable Manager (and direct phone number)

Officers', Partners' or Owners' Personal Credit Information

President	JR / SR		Social Security Number
Address	Spouse's Name	Phone Number ( ) -	Birth Date
City	State	Zip Code	

Vice President	JR / SR		Social Security Number
Address	Spouse's Name	Phone Number	Birth Date
City	State	Zip Code	

Bank and Trade References

Bank	Address	Phone Number ( )	Contact Name
Accounts (please Check) ☐ Checking ☐ Savings ☐ Loans			Previous Fuel Supplier

(1) Trade Reference	Contact Phone Number ( ) -	(3) Trade Reference	Contact Phone Number ( ) -
2) Trade Reference	Contact Phone Number ( ) -	(4) Trade Reference	Contact Phone Number ( ) -

AUTHORIZED REPRESENTATIVE Required

Applicant herby request that an Account be established for Applicant by Issuer and Applicant herby agrees that, if approved, this Application together with the Approval Letter and the Terms and Conditions which will be sent to Applicant and may be modified from time to time (collectively, the "Customer Agreement" or Agreement"), shall govern the terms and conditions of the Account(s) and that the Applicant will be bound by all of the terms and conditions contained therein. Applicant herby authorizes Issuer, and it affiliates and assignees, to investigate Applicant's credit history and hereby agrees to the release to the Issuer Parties of information (both business and personal) related to Applicant's account, including credit, bank references and any other information requested for evaluation of Applicant's creditworthiness. Applicant authorizes the issuer Parties to receive and exchange information and to investigate the data collected relevant to Applicant's creditworthiness. Activation and/or use of the account and or one or more of the cards by Applicant constitutes Applicant's acceptance of the Account and terms and conditions contained in the Customer agreements, including, without limitation, applicable fees, interest, collection costs, and liability for unauthorized use. I certify that (i) all the information provided on this application and accompanying documents is accurate, and (ii) that I am duly authorized to execute this Application for the Applicant.

Print Name	Title (Authorized Representative)	Phone Number ( ) -	Signature (Authorized Representative)	Date

Signature is required to authorize credit approval.
Notice to buyer: Do not sign before you read the Agreement on reverse side.

IN CASE OF ERRORS OR INQUIRES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the Act, here's what to do if you think you bill is wrong or if you need more information about an item on you bill.

   a. Do not write on the bill. On a separate sheet of paper write (you may telephone your inquire but doing so will not preserve your rights under this law) the following:

      i. Your name, address and account number (if any).

      ii. A description of the error and an explanation (to the extent you can explain) of why you believe it is an error. If you need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.

      iii. The dollar amount of the suspected error.

      iv. Any other information (such as your phone number) which you think will help us to identify you or the reason for your complaint or inquiry.

   b. Send your billing error notice to the address on your bill. Mail it as soon as you can, but in any case, early enough to reach us within 60 days after the bill was mailed to you.

2. We must acknowledge all letters pointing out possible errors within 30 days of receipt, unless we are able to correct your bill during that 30 days. Within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill was correct. Once we have explained the bill, we have no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.

3. After we have been notified, neither we nor an attorney nor a collection agency may send you collection letters or take other collection actions with respect to the amount in dispute, but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. *However, you remain obligated to pay the part of your bill not in dispute.*

4. If it is determined that we have made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that that we have not made an error you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe; and if it is determined that we did make a mistake in billing the disputed amount you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.

5. If our explanation does not satisfy you, and you notify us *in writing* within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures. But we must also report that you think you do not owe the money, and we must let you know to whom such reports were made. Once the matter has been settled between you and us, we must notify those to whom we reported you as delinquent of the subsequent resolution.

NOTE: SIGNATURES ON FRONT AND BACK ARE REQUIRED

COMMERCIAL TERMS, CREDIT EXTENSION AGREEMENT AND CONDITIONS

The foregoing Credit Application is not a commitment and does not create any obligations, whether binding or non-binding, on the part of Martin Oil Company (the "Company"). It is hereby understood that the Company is not obligated, under any circumstances, to extend the credit requested, and the account terms may be changed at the sole and absolute discretion of the Company. Upon approval by the Company of the Credit Application, the final terms of any credit arrangement that may be extended by the Company shall be binding only upon the execution of this Credit Extension Agreement by the Applicant. Should this account become past due, the Applicant agrees to pay to the Company, any and all costs incurred during the collection process, including, without limitation, court costs and reasonable attorney's fees.

Upon approval of the Credit Application, the Company, in its sole discretion and notwithstanding any request of Applicant, will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges under the Application at any time without prior notice to Applicant, except as otherwise provided by law. Payment of the purchase price for goods and/or services acquired from the Company shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established. The entire outstanding balance due to the Company on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay a finance charge in the amount of 2% per month (24% per annum) on any payment considered past due until collected.

By signing this Credit Extension Agreement, and for and in consideration of the extension of credit granted to me by Martin Oil Company (the "Company") hereunder, each of the parties hereto agrees to abide by the terms herein stated for payment. Should any payment not be made when due, each of the parties hereto **(A) HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ATTORNEYS OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST IT FOR THE AMOUNT FOR WHICH THAT PARTY MAY BE OR BECOME LIABLE TO THE COMPANY AND AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF THE COMPANY, SETTING FORTH THE AMOUNT THEN DUE, PLUS 10% ATTORNEY'S FEES AND COSTS OF SUIT WITH RELEASE OF ERRORS AND WITHOUT RIGHT OF APPEAL AND FOR SO DOING, THIS AGREEMENT OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT, IT BEING AGREED THAT THE FOREGOING AUTHORIZATION IS A POWER COUPLED WITH AN INTEREST. EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO CONFESS JUDGMENT SHALL BE HELD TO BE INVALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THE COMPANY SHALL ELECT UNTIL ALL OF THE OBLIGATIONS TO THE COMPANY HAVE BEEN PAID IN FULL.**

By signing this Credit Extension Agreement, each of the parties hereto agrees that venue for purposes of litigation shall be in Blair County, Pennsylvania, or elsewhere at the option of the Company. **EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS HE/SHE MAY HAVE TO A TRAIL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CREDIT EXTENSION AGREEMENT, THE CREDIT APPLICATION, OR ANY DEALINGS WITH THE COMPANY RELATED TO THE SUBJECT MATTER OF THIS CREDIT EXTENSION AGREEMENT AND THE RELATIONSHIP ESTABLISHED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION.**

EACH OF THE PARTIES HERETO ALSO WARRANTS AND REPRESENTS THAT HE/SHE HAS REVIEWED OR HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS CREDIT EXTENSION AGREEMENT WITH LEGAL COUNSEL AND THAT HE/SHE KNOWINGLY AND VOLUNTARILY WAIVES HIS/HER JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, AND SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS CREDIT EXTENSION AGREEMENT.

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The federal agency which administers compliance with the law concerning this creditor is the FEDERAL TRADE COMMISION, Washington, D.C. 20580.

EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. YOU ARE AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCES WITH ME. I HAVE READ AND AGREE TO THE CREDIT TERMS SHOWN ABOVE AND HAVE RETAINED A COPY OF SUCH CREDIT TERMS.

GUARANTOR SIGNATURE _____ DATE _____

GUARANTOR SIGNATURE _____ DATE _____