



### CREDIT APPLICATION

Business Legal Name: \_\_\_\_\_ Federal ID# or SSN# \_\_\_\_\_

DBA: \_\_\_\_\_

Bill to Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Ship to Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Accounts Payable Fax#: \_\_\_\_\_

Accounts Payable Contact & Telephone Number: \_\_\_\_\_

Would you prefer your statements and invoices to be? (Please check one)

Mailed \_\_\_\_\_ or Faxed \_\_\_\_\_ If faxed please list Fax#: \_\_\_\_\_

Corporation (State \_\_\_\_\_)  Proprietorship  Partnership  LLC Year Established \_\_\_\_\_

If not exempt from state sales tax, list percentage responsible for \_\_\_\_\_%  
**(If exempt from state sales tax please fill out the attached Resale Certificate.)**

Lube Distributor# \_\_\_\_\_ State \_\_\_\_\_ SIC Code: \_\_\_\_\_  
**(If applicable in your state)**

Require a Purchase Order Number? Yes \_\_\_\_\_ No \_\_\_\_\_ Loaned Equipment? Yes \_\_\_\_\_ No \_\_\_\_\_

This application is submitted by the undersigned, hereinafter "Applicant", for the purpose of obtaining a credit account with Windward Petroleum, Inc., (hereinafter "Windward"). By signing this application, the Applicant authorizes Windward or its agent to investigate the Applicant's business records. Furthermore Applicant authorizes Windward to request and obtain credit reports at any time in connection with the opening, monitoring, renewal and extension of this and other accounts with Windward including the marketing of other products and services to Applicant by Windward.

Interest will be charged at 1.5% per month on monies past due. Should litigation become necessary to recover on this indebtedness, Applicant agrees to pay without any limitation, all costs, attorney fees and any other charges associated in the collection thereof. Applicant hereby further agrees than any disputes under this agreement and any personal guaranty executed herewith shall be resolved under Mississippi lay and the exclusive jurisdiction of the courts in Rankin County, Mississippi and waives the right to trial by jury.

\_\_\_\_\_  
AUTHORIZED SIGNATURE TITLE DATE

**FOR SALESREP USE ONLY**

Warehouse \_\_\_\_\_ Salesperson Name/ # \_\_\_\_\_ IS/OS Call Type \_\_\_\_\_

Customer Class \_\_\_\_\_ Market & Customer Type \_\_\_\_\_ Route \_\_\_\_\_

**Please Do Not fax until the Sales Representative has completed.  
Windward Petroleum, Inc. Processing Center Fax: 601-420-7524**



# PERSONAL GUARANTY

For value received and as an inducement to Windward Petroleum, Inc. ("Distributor") to deal, directly or indirectly, with \_\_\_\_\_ ("Obligor"), a company having an office and place of business in \_\_\_\_\_ from time to time and at any time for other good and valuable consideration and to induce Distribution in its discretion, to make such loans or extensions of credit and to make or grant such renewals, extensions, releases or collateral or relinquishments of legal rights a Distributor may deem advisable, the undersigned, jointly and severally, guarantee, irrevocably and absolutely, the prompt unconditional payment when due of all present and future obligations and liabilities of any and all kinds of the Obligor to Distributor, together with interest, fees and charges of whatever kind and nature and the prompt performance of any other obligation presently existing or that may hereafter come into existence, by the Obligor when due, under all instruments of any nature evidencing or relating to any such obligation and liabilities upon which the Obligor is or may become liable to Distributor whether at maturity, by acceleration, or otherwise, directly, by assignment or otherwise to Distributor, irrespective of the existence of any collateral.

The undersigned hereby assents that Distributor may at any time and from time to time, either before or after maturity thereof, without notice to or further consent of the undersigned, extend the time of payment of, exchange or surrender any collateral for, renew or extend any of the obligations, and may also make any agreement with Obligor or with any other party or person liable on any of the obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof in whole or in part or for any modification of the terms thereof or any agreement between Distributor and Obligor or any other party without affecting or impairing this guarantee.

This guarantee shall be effective immediately and is a continuing guarantee and applies to any obligation of the Obligor to Distributor, whether now existing of hereafter arising, absolute or contingent, secured or unsecured, evidenced by a written instrument or otherwise. The undersigned waives notice of any kind with respect to the obligations or actions of the Obligor and consents to be bound by any written instrument executed by the Obligor. The undersigned hereby waives notice of acceptance of this guarantee and all such notices required or customarily given under like circumstances of the making of any such loans or extensions of credit including, but not limited to, notice of adverse change in Obligor's financial condition or of any other fact which might materially increase the risk of the undersigned hereunder, presentment for payment, notice of demand and maturity of obligations to become due, protest, notice of protest and of dishonor, and notice of default by the Obligor. The undersigned expressly consent that the time of performance of any obligations hereby secured may be extended, that Distributor may at any time require and accept other security of and nature whatsoever from the Obligor without notice to or consent from the undersigned, and that all remedies available to Distributor pursuant to this guarantee, or otherwise are separate and cumulative remedies and no one of such remedies shall be deemed to be in exclusion of any one of the other remedies available and shall in no way limit or prejudice any other legal or equitable remedy which Distributor may have.

The undersigned shall reimburse Distributor for all costs and expenses, including attorney's fees, incurred un compelling payment or performance by the Obligor or by the undersigned, without regard to the disposition of any security, release of other persons liable, or delay in enforcement or protection of any right by Distributor.

The books and records of Distributor showing the account between Distributor and the Obligor shall be admissible in evidence in any action or proceeding, shall be binding upon the undersigned for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof.

If Distributor receives any payment or payments on account of the liabilities guaranteed hereby, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver, or any other party under any bankruptcy act or code, state or federal law, common law or equitable doctrine, then to the extent of any sum not finally retained by Distributor, the undersigned's obligations to the Distributor shall be reinstated and this guarantee shall remain in full force and effect (or be reinstated) until the undersigned shall have made payment to Distributor, which payment shall be due on demand.

This guarantee is a guarantee of payment and not of collection, and Distributor shall be under no obligation to take any action against the Obligor or any other person liable with respect to any of the obligations guaranteed hereunder or resort to any collateral security held by it to secure any such obligations as a condition precedent to the undersigned being obligated to perform are herein agreed. The undersigned hereby waives any rights to interpose any defense, counterclaim or offset of any nature and guarantee (other than cash payment in full of the obligations guaranteed hereunder).

The undersigned hereby expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim, which the undersigned may now or hereafter have against the Obligor or any other person directly or contingently liable for the obligations guaranteed hereunder, or against or with respect to the Obligor's property (including, without limitation, property collateralizing the undersigned's obligations to Distributor), arising from the existence of performance of this guarantee. In furthermore, and not in limitation of the proceeding waiver, the undersigned agrees that any payment to Distributor by the undersigned pursuant to this guarantee shall be deemed a contribution to the capital of the Obligor or other obligated party and any such payment shall not constitute the undersigned creditor of any such party.

Upon the insolvency, assignment for the benefit of creditors, filing of a petition in bankruptcy by or against the Obligor, reorganization, liquidation or dissolution of the Obligor all obligations of the Obligor to Distributor shall be accelerated immediately and shall become due for purpose of this guarantee.

Distributor's rights hereunder shall not be affected by the release of, or settlement with, any other guarantor, or by the revocation of impairment of such other guarantee.

This continuing guarantee may be terminated only by the express written consent of Distributor. Such termination shall be effective solely with respect to obligations thereafter incurred by the Obligor to Distributor. No waiver of any rights hereunder shall be deemed to be made by Distributor unless in writing, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Distributor or the obligations of the undersigned in any other respect at any other time.

Each of the undersigned, for itself, its successors and assigns, agrees that it has derived or expects to derive a financial or other advantage from each and every obligation incurred by Obligor, is financially interested in the Obligor and agrees to be held responsible for its obligations, precisely as if the same had been contracted and due an owing by itself. This guarantee shall be binding upon the heirs, personal representatives and assigns of the undersigned.

No failure on the part of Distributor to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof. All references to Distributor within this guarantee shall include its successors and assigns.

The undersigned and Distributor hereby waive the right to trial by jury in any action or proceeding instituted with respect to this guarantee or any of the transactions contemplated hereby. The undersigned does hereby waive any and all right to a trial by jury in any action or proceeding based hereon. This instrument cannot be changed or terminated orally, and shall be governed, construed and interpreted as to validity, enforcement and in all other respects in accordance with the laws of the State of Mississippi the jurisdiction of such state's courts being hereby consented to for all purposes in connection herewith.

**WITNESS:**

**GUARANTOR:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME



## AUTHORIZATION FOR RELEASE OF CREDIT/PERSONAL BACKGROUND INFORMATION

I, THE UNDERSIGNED, AUTHORIZE WINDWARD PETROLEUM, INC., AND/ANY AND ALL FINANCIAL INSTITUTIONS, CREDIT BUREAUS, CREDIT PROCESSING COMPANIES OR OTHER CREDIT ASSEMBLING ENTITIES TO PROVIDE DOCUMENTATION OF MY CURRENT CREDIT STATUS TO:

### **WINDWARD PETROLEUM, INC.**

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IF THIS AUTHORIZATION IS USED FOR PRE-EMPLOYMENT PURPOSES, I THE UNDERSIGNED, ALSO GRANT PERMISSION FOR CRIMINAL RECORDS (INCLUDING FELONY AND MISDEMEANOR RECORDS), MOTOR VEHICLE RECORDS, AND EMPLOYMENT (INCLUDING WORKER'S COMP. INVESTIGATION), AND EDUCATION BACKGROUNDS TO BE RELEASE TO THE ABOVE NAMED COMPANY.

IS THIS REQUEST FOR EMPLOYMENT SCREENING: YES \_\_\_\_\_ NO \_\_\_\_\_

Print Name \_\_\_\_\_

Business Name \_\_\_\_\_

Social Security \_\_\_\_\_

Date of Birth \_\_\_\_\_ (required for criminal background only)

Home Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip (required) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**RESALE CERTIFICATE**

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

State Registered: \_\_\_\_\_

\*\*Certificate Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

I certify that we are registered as a:

Wholesaler \_\_\_\_\_

Manufacturer \_\_\_\_\_

Retailer \_\_\_\_\_

Distributor \_\_\_\_\_

Other \_\_\_\_\_

Please Specify \_\_\_\_\_

And are engaged in the business of (Description of Business) \_\_\_\_\_

The tangible personal property described herein, which I shall purchase from the Windward Petroleum team will ne resold by me; provided, however that in the event the use of any such property is for any purpose other than retention demonstrated or display in the regular course of business, it is understood that I am required by my states Act of Law to report and pay tax, measured by the cost of the property to me.

Description of property to be purchased \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized person\_\_\_\_\_  
Title\_\_\_\_\_  
Company Name\_\_\_\_\_  
Mailing Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_