



Tex-Con Oil Company

P.O. Box 18463
 Austin, TX 78760
 PH: (512) 444-1941
 Fax: (512) 441-2855
www.texconoil.com
credit@texconoil.com

Date: Rep: Credit Amount requested: \$

Fleetwide Credit Application

Incomplete applications will not be processed. Please complete each section entirely.

Customer Info

Business Name (DBA if Applicable)

Street Address	City	State	Zip
----------------	------	-------	-----

Billing/Mailing Address	City	State	Zip
-------------------------	------	-------	-----

Phone	Fax	Email	Year Established
-------	-----	-------	------------------

Business Structure: Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>	Primary Business Function
---	---------------------------

Federal ID # or SSN	Sales Tax Exempt: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide permit.	Dyed Diesel: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide permit.	State Diesel Permit #
---------------------	--	---	-----------------------

Principal Information (required for all accounts)

Principal Name	Title	Social Security Number
----------------	-------	------------------------

Street Address	City	State	Zip
----------------	------	-------	-----

Phone	Email	DOB	Home: Rent <input type="checkbox"/> Own <input type="checkbox"/>
-------	-------	-----	---

Principal Name	Title	Social Security Number
----------------	-------	------------------------

Street Address	City	State	Zip
----------------	------	-------	-----

Phone	Email	DOB	Home: Rent <input type="checkbox"/> Own <input type="checkbox"/>
-------	-------	-----	---

Credit/Bank References (required for all credit account)

Company Name	Contact	Phone	Fax
--------------	---------	-------	-----

Company Name	Contact	Phone	Fax
--------------	---------	-------	-----

Company Name	Contact	Phone	Fax
--------------	---------	-------	-----

Bank Name	Contact	Phone	Fax
-----------	---------	-------	-----

Bank account #

Additional Contact Information

AP Contact Name	Phone	Fax	Email	Invoices & Stmtms: Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/>
Ops Contact Name	Phone	Fax	Email	

Additional Credit Information

How were you referred to us?		
Have you ever conducted business with us previously?	In so, under what name(s)?	
Have you, your company or any officer of your company ever been involved in bankruptcy or insolvency proceedings?		
Credit Card (used only if credit terms are violated) #	Exp MM/YY	CVN

Faxed or emailed copies of this document will be considered original. Completed applications can be returned via
 Fax: 512-441-2855 or Email: credit@texconoil.com

Tex-Con Oil Company

P.O. Box 18463 Austin, TX 78760

PH: (512) 444-1941 Fax: 512-441-2855

Terms & Conditions

The Commercial Fueling Card Terms and Conditions (hereinafter referred to as the "Agreement") is entered into, by and between Tex-Con Oil Co ("Tex-Con") and the entity that signed the Application as "Company" for the establishment of a Fleet Card Program. This Agreement supersedes any previous and like agreements with Company.

1. EFFECTIVE DATE.
The Agreement shall not become effective until Tex-Con has (a) approved the credit worthiness of Company; and (b) approved the Company's Application. Upon approval of the conditions precedent by Tex-Con, the "Effective Date" shall be the date this Agreement is signed by Company.

2. SCOPE OF FLEET CARD PROGRAM.
The "Fleet Card Program" includes transaction processing, reporting and payment systems with respect to purchases of motor fuels and other products and services by commercial and government organization fleet vehicle operations. Upon approval, as indicated above, Tex-Con will establish Accounts and issue Cards for the Company, and those of its subsidiaries or affiliates that Company may designate to Tex-Con in writing while this Agreement is in effect. Company shall furnish a list, in writing, to Tex-Con designating such Cardholder(s) and legal business name(s), if business activities are conducted under a name other than Company's. Company shall have the right to exclude any Cardholder(s) from the Fleet Card Program upon written notice to Tex-Con. Company and/or authorized Contact(s) shall designate employees to Tex-Con that should receive cards ("Cardholders"). Company shall be responsible for selecting driver identification number(s) ("Driver ID(s)") or vehicle identification numbers ("Vehicle ID(s)") pursuant to the Fleet Card Program. Unless Tex-Con notifies Company to the contrary, or a Card has been terminated as provided herein, all Cards will be cancelled upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. "Account" means any account established by Tex-Con pursuant to this Agreement in the name of Company and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.

3. LIABILITY.
Company, Owner, Principal and/or Officer shall be liable for any and all Debt incurred or arising out of the use of a Card and/or Account of Company or any Cardholder. "Debt" means all amounts charged to an Account, including, without limitation, all purchases, fees, Finance Charges and other charges or amounts due that are owed to Tex-Con by Company, its Owner, Principal and/or Officer, affiliates, and/or Cardholders. Company and the Owner, Principal and/or Officer are jointly and severally liable to Tex-Con for all Debt. Company, Owner, Principal and/or Officer accepts full responsibility for, and agrees to pay for, all fuel dispensed through the use or misuse of the fueling cards provided by Tex-Con until such cards are invalidated. Company, Owner, Principal and/or Officer represents that all fuel purchased will be used for business or commercial purpose only. Company, Owner, Principal and/or Officer also accepts full responsibility for, and agrees to pay for, all non-fuel products tied to card-based fuel purchases as part of multi-product transactions, including C-store and car wash debits that are appended to fuel purchases.

4. PRICING.
Tex-Con shall establish fees to be charged pursuant to this Agreement from time to time. Failure of Tex-Con to apply any fee or charge outlined in this Agreement at any time does not preclude Tex-Con from ever applying such fee or charge. Tex-Con reserves the right to change pricing from time to time throughout the term of this Agreement.

5. CONFIDENTIALITY.
Tex-Con considers the Fleet Card Program to be a unique service involving proprietary information of Tex-Con. Company agrees that the Fleet Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Company, and only to the extent necessary for Company to participate in the Fleet Card Program. Tex-Con agrees that it will maintain all non-public data relative to Company's Account(s) under the Fleet Card Program as confidential information and Tex-Con agrees to use such data regarding Company exclusively for the purpose of providing services to Company hereunder and not to release such information to any other party except its agents; provided, however, that Tex-Con must disclose transaction information to merchants and third party processors. If Company participates in the Fleet Card Program through a third party, Company consents to Tex-Con sharing certain customer, transaction, and volume information with such third party. Tex-Con may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Company. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any party, or agent not essential to participation in the Fleet Card Program.

6. TERM AND TERMINATION.
This Agreement shall remain in full force and effect from the Effective Date of this Agreement, and shall continue thereafter until terminated by Company or Tex-Con. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party upon any one (1) or more of the following events: (i) dissolution or liquidation of the other Party, or Parent thereof, if applicable; (ii) insolvency of the other party or Parent thereof, if applicable, or the filing of a bankruptcy or insolvency proceeding by the other party, the appointment of a receiver or trustee for the benefit of creditors of the other party or if the other party enters into an agreement with its creditors; (iii) any material and adverse change in the financial condition of the other party; or (iv) any failure by the other party to perform a material obligation of this Agreement.

Upon termination of this Agreement for any reason, Company shall ensure destruction of all Cards and return all confidential information of Tex-Con to Tex-Con. Company, and Owner, Principal or Officer, if applicable, shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.

7. SUSPENSION AND FINANCE CHARGES
Tex-Con shall have the right to suspend any and all services and Debt to Company under this Agreement in the event that: (i) Company has breached any term of this Agreement or (ii) an Account becomes delinquent. An Account will become Delinquent unless Tex-Con receives the Balance on or before the Due Date. Court costs plus reasonable attorney's fees (to the extent permitted by law) may be added to any delinquent balance referred to an attorney for collection. In addition, Tex-Con shall charge 1.5% per month (18% per annum) for any charge which is not paid in accordance with the terms on the Statement sent to the Company. Rights, Debts or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

8. INDEMNIFICATION.
Company shall indemnify and hold Tex-Con harmless against all losses, damages, costs, expenses and liability which may result in any manner from any negligent or wrongful act or omission of Company, Participants, its agents, employees and subcontractors. Company and Participants shall indemnify and hold Tex-Con harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright, or other proprietary right arising out of or incident to this Agreement.

9. LIMITATION OF LIABILITY.
In no event shall Company, Participant(s), Tex-Con, or any affiliate of Tex-Con be liable to the other party for any consequential, special, indirect, or punitive damages of any nature

10. WARRANTIES.
The parties agree that the failure of any of the representations and warranties contained in the Application to be true during the term of this Agreement shall constitute a material breach of this Agreement and Tex-Con will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. TEX-CON HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO GOODS AND SERVICES PURCHASED WITH ITS CARDS AND/OR ACCOUNTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty and damages disclaimer shall apply whether Tex-Con acts as card issuer, arranger of third party credit, or otherwise.

11. CHANGE IN TERMS OF THE AGREEMENT.
Tex-Con may change the terms of this Agreement at any time by giving Company notice of such change. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Company does not accept the changes, Company must notify Tex-Con in writing within five (5) days after the date of the notice that Company refuses to accept the changes and elects to terminate this Agreement. Should Company elect to terminate this Agreement pursuant to this Section, all outstanding Debt shall become due and payable by Company to Tex-Con according to the terms of the existing Agreement. Company will also be responsible for ensuring the destruction of all Cards.

12. REGISTERED MARKS AND TRADEMARKS.
Company has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by Tex-Con

13. NOTICES.
Except with respect to notices relating to the status of individual Cards which may be established in writing between Tex-Con and Company and a Participant, all notices, requests and other communication provided for hereunder must be directed to Company at the address on the Application. Unless otherwise specified herein, requests and other communications provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by Tex-Con. Either party may, by written notice to the other, change its notification address.

14. GOVERNING LAW.
The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of Texas (without giving effect to the conflict of law principles thereof) and applicable federal laws

15. EMPLOYMENT OF AGENTS.
Tex-Con may, in its sole discretion, employ affiliates or subsidiaries of Tex-Con as agents to perform part or all of its Debt under this Agreement at any time without consent of Company; provided, however, that such action shall not affect its Debt to Company hereunder.

16. COMPANY CONTACT.
The Company Contact listed on the Application is authorized to provide Tex-Con with the information necessary to establish the Account records and Cards, including, but not limited to, Vehicle IDs, Driver IDs, and related information. Tex-Con is authorized to send all Account information and Cards produced to the Company Contact's attention. Company may, at any time, by written notice to Tex-Con, change its Company Contact or designate a different Company Contact than is listed on the Fleet Card Application.

17. ASSIGNMENT.
This Agreement and any and all rights and Debt associated with the same may be assigned without prior notice to Company. All of Tex-Con's rights under this Agreement shall also apply to any assignee of this Agreement. Company may not assign or transfer this Agreement or any rights or Debt hereunder, by merger, of law, or otherwise, without the prior written consent of Tex-Con.

18. CUSTOMER SERVICE.
Company may contact Tex-Con at 800-266-3798, Monday through Friday between the hours of 8 am and 5pm CST

19. SEVERABILITY.
Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.

I/We understand that the information furnished you on this application is for the purpose of obtaining business credit from your firm. The person signing has authority and/or capacity to sign on behalf of Customer/applicant. Signing this agreement indicates your acceptance of the terms and conditions as stated on this page and all pages of this application. In addition, you authorize Tex-Con to make any and all inquiries necessary to process this credit application. You further agree to notify our office in writing of any material change in ownership or entity status or otherwise agree to provide an updated application at Tex-Con's Request. Undersigned customer agrees to for following terms in all credit transactions: NET 7 DAYS FROM DATE OF INVOICE. By signing below, the undersigned individual is providing written consent for the review of his/her personal credit profile in relation to a commercial line of credit.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Personal Guarantee (required on all application)

In consideration of credit being extended to the above named firm, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute, complete and continuing one, and no notice of the indebtedness of any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged, extended and/or renewed without notice to me. That I will within five days from date of notice that the account is past due, pay the amount due at the above address, Travis County, Texas.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Faxed or emailed copies of this document will be considered original. Completed applications can be returned via

Fax: 512-441-2855 or Email: credit@texconoil.com