



OPEN ACCOUNT APPLICATION

BILLING INFORMATION

Date: _____ Fax Invoices or Email Invoices

Bill To Name: _____

Address: _____ City: _____ State: _____ Zip: _____ County: _____

AP Contact : _____ AP Phone: _____

AP Fax: _____ AP Email: _____

Shipping Notification Email Address: _____

SHIP TO INFORMATION

Ship To Name: _____ Warehouse: _____

Address: _____ City: _____ State: _____ Zip: _____ County: _____

Office use only

If located in Alabama, is the above address in a police jurisdiction? Yes or No Within city limits? Yes or No

If located in Georgia, will the fuel being purchased be placed in an underground storage tank? Yes or No

Ship To Name: _____ Warehouse: _____

Address: _____ City: _____ State: _____ Zip: _____ County: _____

Office use only

If located in Alabama, is the above address in a police jurisdiction? Yes or No Within city limits? Yes or No

If located in Georgia, will the fuel being purchased be placed in an underground storage tank? Yes or No

Exempt sales tax? _____ Valid exemption certificate is required.

GENERAL

Yrs Operating: _____ Hours: _____ Type of Business : _____

Wholesaler Retailer Government Website: _____



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OWNER/ PARTNER/ PRINCIPAL INFORMATION

NOTE: We reserve the right to request a current financial statement dependent on required credit amount.

Principals Name: _____ Title: _____

Home Address: _____

Social Sec #: _____ Date of Birth: _____

City: _____ State: _____ Zip: _____

Principals Name: _____ Title: _____

Home Address: _____

Social Sec #: _____ Date of Birth: _____

City: _____ State: _____ Zip: _____

CORPORATE INFORMATION

Check Appropriate Box: Corporation Individual Partnership LLC

State of Incorporation: _____ DUNS#: _____ FEIN #: _____

Principal Bank: _____ City: _____ State: _____

Bank Officer: _____ Phone: _____ EXT: _____

Account Number: _____ Routing Number: _____

CREDIT REFERENCES

1. Company Name: _____ Contact: _____

Phone #: _____ Fax #: _____ Email: _____

2. Company Name: _____ Contact: _____

Phone #: _____ Fax #: _____ Email: _____

3. Company Name: _____ Contact: _____

Phone #: _____ Fax #: _____ Email: _____

TERMS AND CONDITIONS OF CREDIT FROM PARMAN ENERGY GROUP, AND ALL AFFILIATES

1. This application is submitted by the undersigned (hereinafter "Applicant") for the purpose of obtaining a credit account with Parman Energy Group and all affiliates (hereinafter "PEG"). All representations are accurate, complete and truthful to the best of the Applicant's knowledge and belief.
2. The Applicant hereby authorizes any individual, firm, or corporation given as a credit reference to provide information which is pertinent to this application. If the Applicant is a corporation, the undersigned affirmatively states that he is authorized to sign the application on behalf of said corporation and to obligate same for any credit extended thereto as a result of this application; and further that the corporation on whose behalf application is hereby made will continue to be bound and obligated for any credit advance thereto until notice to the contrary is given in writing to PEG.
3. Credit extended by PEG to Applicant shall be due in full 10 days subsequent to the invoice date of each purchase. Ten days after the date of invoice finance charge of 1 ½ % per month or 18% annual percentage rate will be charged on the unpaid balance.
4. If, after delinquency, Applicant's account is referred to an attorney for collection, Applicant agrees to pay reasonable charge incurred by PEG, including attorney's fees and court costs.
5. Applicant (and Guarantor, if applicable) agrees that any disputes under this agreement will be resolved under applicable Tennessee law, and applicant further agrees to submit to the jurisdiction of a competent court in Davidson County, Tennessee.
6. A convenience fee shall apply to all credit card and debit card purchases.
7. Applicant agrees that when it is impracticable to obtain Applicant signature on delivery tickets, Parman's delivery agent may sign such documents attesting to making such delivery and whenever possible, to include longitude and latitude coordinates of the delivery and metered indications of product volumes delivered for bulk items, and that such practice shall constitute valid proof of delivery.
8. PEG warrants that the products delivered by PEG shall conform to manufacturer's specifications. This is the sole warranty of seller. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCTS OR SERVICES PROVIDED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND SPECIFICALLY EXCLUDED. BOTH PARTIES DISCLAIM AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. Applicant shall, within two (2) days after delivery of any PEG product (or before next bulk delivery of the product into the same tank, if applicable, whichever is earlier), notify PEG of any alleged defect in the product received, or the failure of the product to conform to any specifications. If, following such notice, PEG and Applicant agree that there exists such a defect or failure to conform due to the fault of PEG, then, at PEG's option, (i) the defective product shall be returned to and replaced by PEG, or (ii) Applicant and PEG shall negotiate an agreed amount to be deducted from the Agreement price, the payment of which shall operate as a full release of PEG. Applicant's failure to notify PEG of any such claimed defect or failure to conform within the two-day period shall operate as a full waiver of any such claim with respect to defects or nonconformance, and Applicant's release and covenant not to sue PEG with respect to such claim. For bulk deliveries, the Parties explicitly agree that once product is delivered into Applicant's tank (whether owned by APPLICANT or PEG), PEG no longer has custody/control of product integrity and bears the burden of proof of defect upon delivery. In the event of any dispute as to defective product, the Parties agree to work together in good faith to fairly resolve the issue under the particular circumstances.
9. Applicant grants PEG a purchase money security interest in any goods Applicants purchases from PEG until entire purchase price is paid in full, and upon request from PEG, Applicant shall perform all standard acts which may be necessary to perfect and assure retention of such security interest in PEG. Applicant agrees that PEG shall have all rights and remedies of a secured party under the Uniform Commercial Code.
10. NOTICE TO APPLICANT—DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT. YOU ARE ENTITLED TO A COPY OF THIS SIGNED AGREEMENT.

Authorized Signature: _____ Print Name, Title: _____

Date: _____ Company Name: _____

GUARANTY

FOR VALUE RECEIVED, the undersigned does guarantee payment of all amounts advanced by PEG to Applicant if Applicant defaults in its payments to such indebtedness. The undersigned shall also pay PEG all reasonable costs of collection, including a reasonable attorney's fee and court costs. This is a continuing guaranty and shall remain in full force until the undersigned delivers to PEG, written notice revoking it as to indebtedness incurred subsequent to such delivery. This guaranty shall be binding upon the individual signing below, regardless of any accompanying notation of representative capacity.

The individual signing below represents to Parman Energy that he/she has a personal or business interest in facilitating credit transactions between the parties and further agrees that this Guaranty shall remain in full force and effect, regardless of any future changes to the account's credit limit or other terms, whether or not the guarantor receives actual notice of any such modifications.

The parties agree to submit any dispute hereunder to a court of competent jurisdiction in Nashville, Davidson County, Tennessee.

Signed: _____ Print Name: _____

Date: _____ Address: _____

**PARMAN ENERGY GROUP
ELECTRONIC FUNDS TRANSFER
AUTHORIZATION DEBIT AGREEMENT**

Customer Name: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Customer Address: _____

City: _____ State: _____ Zip: _____

_____ (“Customer”) hereby authorizes Parman Energy Group and any of its divisions (“Company”) entries to customer’s bank account indicated below and the bank named below.

Account Type: Checking _____ Savings: _____

Bank Name: _____

City: _____ State: _____ Zip: _____

Bank Contact : _____

Routing No.: _____ Account No.: _____

This authorization will remain in effect until terminated upon 30 days written notice by either the Customer or the Company at: 7101 Cockrill Bend Blvd. Nashville, Tennessee 37209, unless, however, bankruptcy or insolvency proceeding are begun by or against Customer, or in the Company’s sole judgment other impairments exist as to Customer’s business, then the Company may terminate this agreement without notice. Notice of termination shall in no way affect the crediting transactions initiated prior to the effective termination date.

I/We hereby waive any requirement by Company to make prior notification of amount and date of debit entries to my (our) bank account, provided, however, such transactions are for a sum due and owing the Company as supported by invoice.

All other credit, terms of sale and requirements between the Customer and the Company remain in effect. It is understood that this authorization is subject to credit approval by the Company.

Authorized this _____ day of _____, 20_____.

Signature

Print Name and Title

NOTE: Please attach a copy of a voided check.

If you have any questions, please contact our Credit Department at (615) 350-7920 or by email at ar@parmanenergy.com