



P&J Fuel Inc. ("Company")

2456 St. Georges Avenue, Rahway, New Jersey 07065

Phone : 732-382-5100

Email: pjfuel@gmail.com

Web: www.PandJfuel.com

P & J FUEL
FUEL TO TAKE YOU FURTHER®

CREDIT APPLICATION AND AGREEMENT

CUSTOMER INFORMATION					
Legal Company Name				Federal Tax ID# (FEIN)	
Address, City, State, Zip				Entity Type (choose one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other: _____	
Phone		Mobile		Fax	
E-Mail					
Are you purchasing gasoline and/or motor fuel products (the "Products") from Company for the purposes of wholesaling?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you purchasing the Products from Company for the purposes of retailing?					<input type="checkbox"/> Yes <input type="checkbox"/> No
AUTHORIZED CUSTOMER REPRESENTATIVE					
Name				Authorization Type <input type="checkbox"/> Owner/Guarantor <input type="checkbox"/> Shareholder <input type="checkbox"/> Partner <input type="checkbox"/> Member <input type="checkbox"/> Officer	
Title					
Date of Birth					
Home Address			Phone		
GUARANTOR INFORMATION					
1	Name				D.O.B.
					Phone
	Home Address				SS #
					DL#
% Ownership		Title			
2	Name				D.O.B.
					Phone
	Home Address				SS #
					DL#
% Ownership		Title			
3	Name				D.O.B.
					Phone
	Home Address				SS #
					DL#
% Ownership		Title			
4	Name				D.O.B.
					Phone
	Home Address				SS #
					DL #
% Ownership		Title			

BANKING INFORMATION AND DEBIT/EFT AUTHORIZATION			
Bank Name		Routing Number	
Bank Address		Account Number	
		Account Type	
CUSTOMER HEREBY AUTHORIZES COMPANY TO INITIATE ELECTRONIC FUNDS TRANSFERS FROM THE ABOVE BANK AND ACCOUNT FOR WITHDRAWAL OF FUNDS TO EFFECT PAYMENT BY CUSTOMER FOR INVOICES DUE TO COMPANY. CUSTOMER AUTHORIZES THE ABOVE BANK TO ACCEPT SUCH TRANSFER REQUESTS MADE BY COMPANY FOR PAYMENT. CUSTOMER MUST NOTIFY COMPANY IN WRITING FIFTEEN (15) DAYS PRIOR TO CHANGING BANKS OR ACCOUNTS AND ENCLOSE A VOIDED CHECK FROM THE NEW BANK OR ACCOUNT.			
REAL ESTATE OWNED (OWNER/PARTNER/OFFICER/GUARANTOR)			
Owner of Deed/Title		Owner of Deed/Title	
Property Type		Property Type	
Lot/Block Number		Lot/Block Number	
Address, City, State, Zip		Address, City, State, Zip	
LANDLORD INFORMATION			
Landlord Name		Contact Person	
Address		Is the Landlord a related entity owned or controlled, directly or indirectly, by the Customer, any of the Customer's Principals, or Customer's Principals' immediate family members?	<input type="checkbox"/> Yes <input type="checkbox"/> No
TRANSPORTER INFORMATION			
Are you electing to transport the product(s) sold hereunder using your transporter of choice? If Yes, please complete the section below.			<input type="checkbox"/> Yes <input type="checkbox"/> No
1	Transporter Name		Contact Person
	Address		Phone
	Federal Tax ID # (FEIN)		Fax
	SCAC		Email
2	Transporter Name		Contact Person
	Address		Phone
	Federal Tax ID # (FEIN)		Fax
	SCAC		Email
CURRENT SUPPLIER INFO			
Are you currently buying Gasoline or Diesel from another supplier? If Yes, please complete the section below.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Supplier (s) Name	1. 2.	Contact Person(s)	1. 2.

AGREEMENT

1. Customer hereby agrees to the Terms and Conditions attached herein. We may change our rates, charges, and other terms, as well as introduce new terms and fees when permitted under applicable law, provided you are given advance written notice by us. Any such amendments will apply to the then existing balance of your account to the extent permitted or required by applicable law.

2. Customer may be required to submit: (a) A voided check for the bank account included in this Application; (b) Past and current financial statements; (c) A copy of each Guarantor's driver's license or other U.S. Government issued photo identification; (d) A copy of each Guarantor's social security card; (e) Proof of Customer's Federal Tax ID# (FEIN); (f) Copy of a Certificate of Formation or Incorporation for LLC or Corporation Customers, including any amendments thereto, showing current agent and address for service of process; (g) A resolution or unanimous consent of the shareholders or members of the for LLC or Corporation Customers or Corporate Guarantor authorizing the Customer or Corporate Guarantor, without limitation, to: (i) enter into this Agreement; (ii) to pledge, assign, transfer, mortgage, grant a security interest in or lien on any real or personal property (tangible or intangible) of the Customer or Corporate Guarantor to or in favor of Company as collateral security for the payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties of the Customer or of any other persons or entities to Company (whether or not in connection with a guaranty of such other person's or Customer's obligations to Company); or (iii) to take any other action requested, required or deemed advisable by Bank in order to effectuate the foregoing resolution, all such other actions being hereby approved, ratified and confirmed; and (h) Any other document Company may require.

3. Customer hereby represents and warrants that the transactions contemplated by this Agreement and any other related or ancillary agreements to which the Customer is a party are in the ordinary course of the Customer's Business and are being consummated in furtherance of its ordinary business purposes and constitute a practical and reasonable course of action by Customer.

NOTICE: DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ AND UNDERSTAND ALL PROVISIONS ENCLOSED HEREIN. YOU ARE ENTITLED TO A COMPLETED COPY OF THIS AGREEMENT

CUSTOMER SIGNATURE

BY SIGNING BELOW, I ACKNOWLEDGE AND STATE THAT (A) I AM AN AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND HAVE FULL POWER, AUTHORITY AND LEGAL RIGHT TO EXECUTE AND DELIVER THIS AGREEMENT AND BIND THE CUSTOMER TO PERFORM CUSTOMER'S OBLIGATIONS HEREIN; (B) I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS AND HEREBY AUTHORIZE COMPANY OR ANY OF ITS AFFILIATES TO INVESTIGATE CUSTOMER'S CREDIT WITH ANY OF ITS SUPPLIERS, FINANCIAL INSTITUTIONS, CREDIT BUREAUS OR CREDIT REPORTING AGENCIES; AND (C) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND ANY OTHER RELATED OR ANCILLARY AGREEMENTS TO WHICH THE CUSTOMER IS A PARTY ARE IN THE ORDINARY COURSE OF THE CUSTOMER'S BUSINESS.

Name:	Signature	
Title:		
Date:		

GUARANTOR SIGNATURE(S)

IN CONSIDERATION OF COMPANY'S EXTENDING CREDIT TO CUSTOMER, THE UNDERSIGNED GUARANTOR(S) HEREBY UNCONDITIONALLY, JOINTLY AND SEVERALLY, PERSONALLY GUARANTEE THE PAYMENT OF ALL AMOUNTS OWING FROM CUSTOMER TO COMPANY, INCLUDING COSTS OF COLLECTION AND ATTORNEYS' FEES WHERE APPLICABLE, AS WELL AS CUSTOMER'S COMPLIANCE WITH THESE CONDITIONS. THIS GUARANTY SHALL BE CONTINUING AND IRREVOCABLE. THE GUARANTORS HEREBY GRANT COMPANY A SECURITY INTEREST IN ALL OF THEIR PERSONAL PROPERTY AND AUTHORIZES COMPANY TO FILE UCC-1 FINANCING STATEMENTS TO PERFECT ITS SECURITY INTEREST.

1	Name	Signature	
	Date:		
2	Name:	Signature	
	Date:		
3	Name:	Signature	
	Date:		
4	Name:	Signature	
	Date:		

ACKNOWLEDGEMENT

State of New Jersey	On _____, 20____, before me, the above aforementioned signatory, personally appeared before me and acknowledged under oath to my satisfaction that this person (or each person) is the authorized officer/guarantor of the applicant in this Agreement.
County of	

Signature		Commission Expires	
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GENERAL TERMS AND CONDITIONS

- JOINT AND SEVERAL LIABILITY.** Customer and each Guarantor are jointly and severally liable to Company for full payment and performance of all payment obligations and other terms and conditions hereunder. Customer and Guarantors are sometimes referred to collectively herein as "You." "We," "us" or "our" refers to Company. You agree that this account will only be used for the purchase of products and services for business purposes and not for personal, family or household purposes. You agree to pay for all purchases or other transactions in accordance with the terms of this Agreement. You agree to pay us the face amount of all such credit obligations and all additional charges provided herein. Customer's purchase of any products from Company on credit is evidence of Your acceptance of all terms and conditions hereunder. We and you have the right to cancel this Agreement/account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to cancellation. We may at any time elect to terminate products or services under this Agreement without advance notice.
- BILLING AND PAYMENTS.** Purchases are due and payable in full upon billing. Charges must be paid in full notwithstanding request for verification of items. Delinquent accounts will be subject to interest, late fees, suspension, or termination of credit privileges without notice. You agree to abide by the standard rules and regulations of any Automated Clearing House Association processing electronic funds transfer payment transactions under this Agreement. You agree to maintain sufficient funds on deposit in your demand deposit account at your bank to pay in full the total amounts debited to your account pursuant to this Section. You agree to indemnify and hold us harmless from any claim or claims including without limitation any claims based on losses due to (i) labor problems, breakdowns or other non-functioning of any equipment necessary for consummating the transfers contemplated by this Agreement or other causes or circumstances beyond our control, (ii) the acts or omissions of third parties, including without limitation your bank, our bank, the Automated Clearing House Association, the Federal Reserve Bank or any participating bank or courier services; and (iii) noncredit of any deposit. By executing this Application and Agreement, Customer and each Guarantor authorize Company to automatically charge any of their respective bank accounts, or any credit card of Customer or any Guarantor, for any outstanding balances that remain unpaid for a period in excess of thirty (30) days.
- CREDIT LINE AND CAPACITY.** This Application and Agreement does not obligate Company to establish, provide and/or extend, or to continue to provide and/or extend, any amount of credit to Customer. Company may revoke any line of credit offered to Customer at any time. You agree that we may establish a credit line (limit) for your convenience, and that your unpaid credit purchases will not exceed your credit line. Your account may be suspended if your unpaid credit purchases exceed your credit line. You will be advised of your credit line when your account is approved. Notwithstanding anything to the contrary herein, you agree that we may change your credit line without notice from time to time based on our evaluation of your creditworthiness and other factors. You give us the right to investigate your business and/or your personal credit capacity and credit history. We are authorized to furnish information about you and your account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information. Each Customer and Guarantor(s) hereby authorize Company to take appropriate measures in order to verify the credit of the Customer and releases Customer from any obligations and restrictions imposed by law while obtaining this information.
- SECURITY INTEREST.** Customer hereby grants to Company a first priority security interest in and to Customer's inventory of petroleum products (the "Collateral") to secure (a) the payment and performance by Customer and Guarantor of the covenants and agreements contained herein; (b) any and all other indebtedness or obligations now or hereafter incurred or arising pursuant to the provisions of this Agreement or any other agreement or contract between Customer and Company or any of its affiliates (such performance, payments, and/or obligations hereinafter collectively referred to as "Obligations"). This security interest is intended to be a Purchase Money Security Interest in inventory, and Customer authorizes Company to send proper notice thereof to any secured parties with conflicting security interests in Customer's inventory as permitted under the Uniform Commercial Code. This Agreement shall also secure any and all renewals or extensions of the whole or any part of the Obligations, however evidenced, with interest, if necessary, at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms shall not impair in any manner the validity of or the priority of this Agreement, nor release Customer from liability for the Obligations. Customer authorizes Company, at the expense of Customer, to execute and file financing statements and/or fixture filings in those public offices deemed necessary by Company to perfect its security interest established hereby. Upon the occurrence of any default in timely payment of

Obligations by Customer or as otherwise described in this Agreement, and at any time thereafter, Company shall have the remedies of a secured party under the Uniform Commercial Code as adopted in New Jersey. Company may require Customer to assemble the Collateral and make it available to Company at a location which is reasonably convenient to Company. Company may peaceably, by its own means or with judicial assistance, enter the property on which the Collateral is located in order to take possession of the Collateral and Customer will not resist or interfere with such action.

5. **INTEREST, FEES, LITIGATION COSTS AND ATTORNEYS' FEES.** If at any time and for any reason You are unable to pay for said purchases when due, You agree to pay interest on any past due amount that is owed to Company at the rate of two percent (2%) per month or the maximum legal rate permitted by law, whichever is less. In the event that it becomes necessary for Company to incur collection costs or to institute a lawsuit to collect any amount due under this agreement, You promise to pay to Company an additional administration fee equal to twenty-five (25%) percent of the outstanding balance to cover reasonable attorneys' fees incurred to collect this debt. In addition You will be responsible for all of Company' attorneys' fees and costs of litigation incurred in the enforcement of the security interests granted to Company hereunder. Payments shall be applied first to unpaid interest and fees and then to the unpaid balance of each product or service purchased in the order of its purchase.
6. **TRANSPORTER.** If Customer is a wholesaler of the Products and/or elects to use Customer's transporter of choice, Customer is solely responsible for arranging transportation and delivery of all product(s) to Customer pursuant to this Agreement. Customer acknowledges that it solely is responsible to compensate the Transporter for services renders as agreed amongst Customer and Transporter. Customer acknowledges that it, and no other entity, is liable for any mistakes, mishaps, oversights, miscalculations, inaccuracies, omissions, faults or egregious acts committed by Transporter at terminals during the normal course of business. Customer shall be responsible for any event or default, negligence, breach or failure of observance or performance of any representation, warranty, covenant, or other provisions of this Agreement by Transporter or Transporter's agents, servants, or employees, including but not limited to any and all claims resulting from loss, damage, theft, delays, misdelivery, shortages, spillage, or wastage of product(s) occurring while such product(s) is under Customer's or Transporter's care, custody or control, or claims by New Jersey Department of Environmental Protection ("NJDEP"). If any order or shipment hereunder or any part thereof is lost, damaged or destroyed, Customer shall remain responsible for paying to Company the cost of the goods lost, damaged or destroyed. In addition, in the event Company makes a claim against Customer or is made party to any claim by Customer or any third party claim or is otherwise damaged as a result of any act or omission of Customer, Customer shall offer reasonable assistance to Company in pursuing or defending any such claims.
7. **QUANTITY AND QUALITY.** The quantity and quality of product(s) sold to You shall be for all purposes conclusively deemed to be the quantity and quality set forth in Company' document of delivery, whether such document is received and signed by you upon delivery or whether such document is provided by Company separately (as in the case of an overnight delivery during your closed hours), unless, within forty-eight (48) hours after the time of delivery, Customer delivers to Company written notice of any claimed shortage in quantity or claimed deviation in quality. Time is of the essence in complying with this provision. This Section is applicable only for retail Customers, whereby delivery of product(s) is undertaken by Company.
8. **TITLE AND RISK OF LOSS.** For wholesale Customers, the goods shall be shipped F.O.B. Company's terminal, and title to the goods and all risks of loss with respect to the goods shall transfer to the Customer after they have been placed in the possession of a carrier or transporter. For retail Customers, title and risk of loss with respect to the goods shall transfer to the Customer after delivery into the product storage tanks at the delivery location designated by Customer.
9. **INDEPENDENT CONTRACTORS.** It is expressly agreed that Company and Customer are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.

10. **TAXES.** It is agreed that any duty, tax, fee or other charge which Company may be required to collect or pay under any municipal, state, federal or other laws now in effect or hereafter enacted with respect to the production, manufacture, inspection, transportation, storage, sale, delivery or use of the products covered by this contract shall be added to the prices to be paid by Customer for the product(s) purchased hereunder.
11. **REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS.** You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body. You agree to provide any evidence of corporate existence and authorization that we may reasonably request. You further certify that the information provided in this application is true and complete and made for the purpose of persuading Company to extend credit to Customer for purchases made by Customer.
12. **DEFAULT.** If You default under this Agreement or any other lending agreement between You and us by not paying any payment when due, exceeding your credit line, or breaching any other term of this Agreement or any other lending agreement between You and us, then we may suspend your account(s), demand immediate payment of the entire unpaid balance and start a lawsuit for collection of the balance and/or enforcement of the security interests granted to Company hereunder. All rights and remedies available to Company shall be cumulative.
13. **WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES.** EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS AND SERVICES PURCHASED FROM US, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH ARISE FROM, ARE RELATED TO, OR IN ANY WAY ARE CONNECTED WITH ANY FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE ELECT TO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT. THIS LIMITATION OF DAMAGES, INCLUDES, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF YOUR ACCOUNT. FURTHERMORE, OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR IMPLIED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE ACCOUNT FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.
14. **GOVERNING LAW; VENUE; JURISDICTION.** This Application and Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey, without regard to conflicts of law principles. Any and all disputes, and any litigation or action arising out of this agreement shall be brought only in the state and/or federal courts located in New Jersey. The parties accept the exclusive jurisdiction and venue of such courts and the application of New Jersey law. The parties irrevocably waive any objection in connection with any such action or proceeding, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens. This provision is intended to be a mandatory forum selection clause and governed by and interpreted consistent with New Jersey law.
15. **MISCELLANEOUS.** The forbearance, failure, or delay of Company in exercising any rights, powers, or remedies available to it hereunder or under applicable law shall not be a waiver of such right, power, or remedy, nor shall the exercise of such right, power, or remedy preclude its further exercise. Every right, power, and remedy available to Company shall continue in full force and effect until expressly waived by a written instrument executed by an authorized representative of Company. If Company approves customer for a separate Supply Agreement, the information provided by Customer and Guarantor herein shall be utilized by Company in connection with the Supply Agreement and any efforts made by Company to collect amounts due to Company under the Supply Agreement. The terms and conditions of any Supply Agreement between Company and Customer shall control in the event of a conflict between this Agreement and the Supply Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency, (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement. This Agreement, individual transactions hereunder, Your account and any and all of Your obligations

hereunder may be assigned by us without further notice to You. All of our rights under this Agreement shall also apply to any assignee of this Agreement, individual transactions hereunder or your account. However, You may not assign this Agreement or Your obligations hereunder, without the prior written consent of Company.

16. **ENTIRE AGREEMENT.** This Agreement and Account Application, any other written agreements that secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any written amendments, modifications (including modifications made by Company as indicated on page 2 above), substitutions, or replacements thereof or thereto, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement or amendment. Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement. Photocopies, electronic copies and facsimile copies of signed originals shall be binding as originals.