



3711 LeHarps Dr., Youngstown, OH 44515
 Phone: (800) 362-9410 Fax: (330) 792-1462
 www.lydenoil.com

LYDEN OIL USE ONLY

Date Received: _____ by: _____
 Credit Limit: _____ Terms: _____
 Date Approved: _____ by: _____
 Lyden Oil Account #: _____
 Sales Representative: _____ Territory #: _____

CREDIT APPLICATION AND AGREEMENT

Company Name _____
Full legal name

Billing Address _____
Number Street City State Zip Code

Delivery Address _____
Number Street City State Zip Code

Telephone _____ Fax _____ Email _____

Other business names operated under _____

Purchasing contact _____ A/P contact _____

Business type: Corporation LLC Partnership Sole Proprietor Years in Business _____

Federal Tax ID _____ DUNS Number _____ State of Organization _____

Sales Tax exemption number _____ ***Attach exemption form(s) to credit application***

Principals / Officers				
Title	Name	Address	Phone	SSN*

* SSN is required for customers who do not have a Federal Tax ID number

Financial and Supplier References				
Bank Name	City/State	Email	Fax	Contact Name
Supplier Name	City/State	Email	Fax	Contact Name

Credit Limit Requested \$ _____ Product types: Lubes Wholesale Fuels Heating Oil

Has your business or its Principals previously done business with Lyden Oil Company? Yes No

If yes, under what name? _____ When? _____

*****Please attach most recent financial statement if available*****

Terms and Conditions

1. **Payment Terms.** Gasoline and fuel oil (diesel fuel) purchases of 3,500 gallons or more up to the approved credit limit must be either be paid via electronic funds transfer (wire/EFT/ACH) with terms of **Net 10 days**; or paid via check with terms of **Net 7 days**, from date of delivery of product. Purchases of bulk oil, packaged goods, auto accessories, products other than gasoline and fuel, or quantities of gasoline and fuel less than 3,500 gallons will have terms of **Net 30 days** from invoice date. For all of the above mentioned payment terms, days refers to calendar days. Purchase amounts exceeding the approved credit limit will be required to be paid immediately upon, or prior to, delivery (C.O.D. or prepay). Payment via credit card may include a processing fee of 3-7%.
2. **Finance Charge; Collection Costs.** All purchases must be paid in full within the specified terms of sale. Date of payment is the date funds are received by Lyden Oil. Customer agrees to pay a monthly late charge equal to 1.5% of the past due balance. If the account becomes more than 60 days delinquent and is placed in the hands of a collection agent or attorney, Customer will pay all reasonable collection costs and expenses incurred, including attorneys' fees.
3. **Application.** All quotes and sales by Lyden Oil are subject to these Conditions, which constitute the sole terms and conditions under which Lyden Oil will sell goods to Customer. These Conditions shall apply to the exclusion of any terms and conditions of contract imposed or sought to be imposed by Customer at any time, whether attached by Customer to any purchase order or otherwise. The signing by Lyden Oil of Customer's documentation shall not imply any modification of these Conditions. All orders are subject to credit approval and acceptance by Lyden Oil. Orders may be refused and delivery may be withheld on accepted orders without liability on Lyden Oil's part if, in its sole opinion, Customer has not demonstrated sufficient financial ability to pay within terms or otherwise satisfy these Conditions.
4. **Taxes.** Customer agrees to pay all city, state, federal or foreign transactional or other sales or use taxes, including without limitation, taxes on manufacture, sales, use, fuel, franchise and similar taxes, and all other taxes, levies and duties applicable to the goods (other than United States federal, state or local taxes based on the net income of Lyden Oil), however designated or levied and whether or not specified in any invoice. All prices shown on Lyden Oil's quote are exclusive of such taxes unless otherwise indicated. Any taxes assessed prior to receipt of exemption certificates cannot be refunded by Lyden Oil.
5. **Disclaimer of Warranties.** The term "Goods" shall have the meaning given to it in Article 2 of the Uniform Commercial Code ("UCC"). Customer understands and agrees that all warranties implied by the provisions of the UCC are excluded from the sale of goods by Lyden Oil. LYDEN OIL DISCLAIMS ALL WARRANTIES OF TITLE AND AGAINST INFRINGEMENT. LYDEN OIL HAS MADE NO AFFIRMATION OF FACT, NO PROMISE RELATING TO THE GOODS BEING SOLD, AND NO DESCRIPTION OF THE GOODS, THAT HAS BECOME ANY BASIS OF THE BARGAIN MADE, THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY AFFIRMATION OR PROMISE, THAT THE GOODS WOULD CONFORM TO ANY DESCRIPTION, OR THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE. LYDEN OIL MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT THE GOODS ARE SOLD "AS IS" AND "WITH ALL FAULTS."
6. **Customer Remedies.** In no event shall Lyden Oil be liable to Customer for any consequential, special, incidental, exemplary, punitive or other similar damages, losses or expenses, and Customer hereby waives same.

The undersigned acknowledges that he/she has read, understands, and agrees to these Terms and Conditions. The undersigned hereby authorizes Lyden Oil or any of its affiliates to investigate Customer's credit with any of its suppliers, financial institutions, credit bureaus or credit reporting agencies.

Company Name

Printed Name of Owner/Officer *Title*

Signature of Owner or Officer

Date

PERSONAL GUARANTY

In consideration of Lyden Oil's extending credit to Customer, the undersigned Guarantor hereby personally guarantees the payment of all amounts owing from Customer to Lyden Oil, 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.

Guarantor Signature

Printed Name

SSN

Date