



COEN CARD APPLICATION AND ACKNOWLEDGEMENT OF TERMS
EXISTING CUSTOMER

COMPANY INFORMATION AND CONTACT DETAILS

Legal Name of Company (“Customer”):	Telephone:	Fax:
Accounts Payable (“AP”) Contact Person:	AP Contact Email:	AP Contact Phone/Extn:
Business Address (Street Number, Street, City, State, Zip Code):		
Billing Address, if Different:		

E-MAIL FOR ACTIVITY REPORTS AND BILLING

The Coen Card program allows Coen Oil Company to e-mail activity reports on a frequent basis, allowing your company to monitor activity, including fleet fuel efficiency. Additionally, Coen Card bills will be sent out via e-mail. Please provide the appropriate e-mail address(es):

E-mail Address(es) for Activity Report	
E-mail Address(es) for Billing	

CONTACT PERSON FILLING OUT THIS APPLICATION AND AUTHORIZATION

Name:	Position:	Contact Phone:	Contact E-mail:
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I certify that I am the above named person, and that I am authorized to provide this information and request credit from Coen Oil Company for the purchase of products and services using the Coen Card, and that the forgoing is true and correct.

Authorized Signature: X _____ **Date:** _____

Print Name: _____

Coen Oil Company reserves the right to extend credit or deny credit at any time. Additionally, Coen Oil Company may require additional documentation and information including the submission of financial statements prior to account approval.

ELECTRONIC FUNDS TRANSFER (“EFT”) – ACH DEBIT AUTHORIZATION AGREEMENT

Coen Oil Company’s terms include the provision to be paid by EFT for products and services purchased on the Coen Card.

I (we) hereby authorize Coen Oil Company to initiate debit entries to the Applicant’s checking and/or savings account indicated below from the named depository institution (referred to as the “Depository”) and do hereby instruct the Depository to make those debit entries to the same account. I (we) acknowledge that the origination of ACH transactions to the Applicant’s account must comply with the provisions of US law. This is a binding agreement that may be executed by facsimile.

Depository Name:	Branch:	City:	State:	Zip Code:
ABA Bank Routing Number (see reference below):		Account Number (see reference below):		

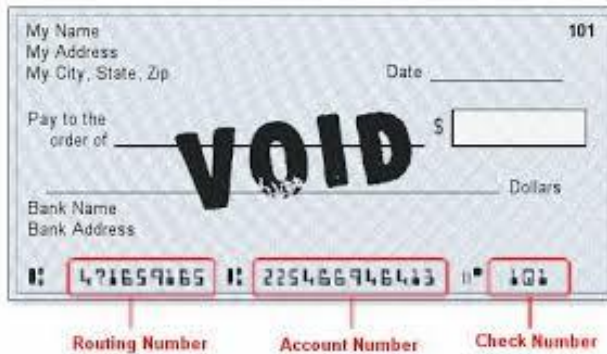
This authority is to remain in full force and effect until Coen Oil Company has received written notification from Applicant of its termination in such time and in such manner as to afford Coen Oil Company and Depository a reasonable opportunity to act on the notification. Notice of termination shall not affect debt entries initiated prior to actual receipt of notice. This agreement allows Coen Oil Company to charge debits to this account at frequent intervals for varying amounts owed for products or services that Coen Oil Company sells to Applicant. Applicant agrees to keep sufficient funds in the account to cover debit entries originated by Coen Oil Company, and further understands that a service charge will be assessed for each EFT that does not clear.

Authorized Name:	Position:
Authorized Person Telephone:	Authorized Person E-mail:

Authorized Signature: X _____ **Date:** _____

Print Name: _____

Please attached a voided check similar to the figure below:



**COEN CARD TERMS & CONDITIONS AND AGREEMENT TO PAY CHARGES**

As an inducement to Coen Oil Company, LLC, and any of its affiliates including Coen Energy, LLC, Coen Markets, Inc., Coen Tire, LLC (“Seller”) to provide credit terms available to the Applicant with respect to the sale of products and services by the Seller to the Applicant, both the Seller and the Applicant agree as follows:

1. Seller shall provide billing showing the amount due on all credit purchases.
2. Applicant hereby grants Seller a security interest in all products and materials sold by Seller. Further, Applicant hereby authorizes Seller on its behalf to execute Uniform Commercial Code Financing Statements and any and all other documents on behalf of the Applicant for the purpose of perfecting such security interest.
3. The Applicant agrees that a service charge of 1.0% per month (or 12% per annum, unless applicable state laws provide for an amount lower than such rate, in which case the amount of the service charge will be the maximum allowed by applicable state laws) on any past due, unpaid balances shall be applied to outstanding balances not paid on or before 15 days after the due date. This is not interest on a loan or a finance charge, but an agreed upon service charge between Applicant and Seller for the failure to timely pay for products and services received by Applicant. Further, Seller reserves the right to discontinue use of any and all cards depending on the Applicant’s adherence to the payment terms, credit profile (including future changes) or otherwise.
4. The use of the Coen Card or the purchase of Pre-Paid Coen Cards to be used for purchasing products or services at Coen Oil approved locations by Applicant shall constitute a representation that Applicant is solvent. Upon Seller’s request, Applicant shall furnish a written representation concerning its solvency at any time prior to shipment. If Applicant’s financial condition at any time does not justify continuance for the work to be performed by Seller hereunder on the agreed upon terms of payment, Seller may require full or partial payment in advance. In the event of Applicant’s bankruptcy or insolvency or in the event any proceeding is brought against Applicant, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller’s rights under this paragraph are in addition to all rights available to it in law or in equity.
5. A service charge of \$35.00 per instance will be charged to the Applicant for any dishonored EFT debit originations or checks.
6. Payment is due 30 days after the receipt of products and services provided by the Seller, unless otherwise agreed to in writing. These terms shall be updated, with reasonable notice, at Seller’s sole discretion.
7. In addition to any price specified herein, Applicant shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder, or Applicant shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.
8. All claims against Seller, including, but not limited to, claims for transaction errors, shall be made within ten (10) days of delivery. Failure to make claim shall constitute acceptance of products and services and waive any such claims. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE**



PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF APPLICANT'S CUSTOMERS OR APPLICANT FOR SUCH DAMAGES.

9. The Seller has the full right and authority to refer past due amounts owed to a third party collection agency should Applicant default on payment of any invoice. Further, Applicant agrees to pay all costs and expenses incurred by the Seller in any collection efforts, including, but not limited to, reasonable attorney fees, court costs, NSF costs, bank charges, or collection agency expenses.
10. Either party may terminate this Agreement for any reason and at any time. Any outstanding balances due, as of such termination date, shall be immediately due and payable.
11. This Agreement may not be modified except in writing and executed by the Seller.
12. This Agreement shall be construed in accordance with the laws of Pennsylvania. Any and all actions at law, suits in equity, or other judicial proceedings for any breach of or enforcement of this contract, or of any provision hereof, shall be instituted and maintained only in a court of competent jurisdiction located in Washington County, Pennsylvania, the county and state where this Agreement has been made and entered into and each party hereby waives any right to any change in venue. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or it is determined that the Applicant is in breach of same, the Seller shall be entitled to all attorney's fees and costs in addition to any other relief to which the Seller may be entitled.
13. Seller will comply with applicable federal, state and local laws and requirements as of the date of any quotation. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any laws or regulations. The delegation or assignment by Applicant of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.
14. This Agreement supersedes and cancels all prior communications, including but not limited to the Coen Card, Pre-Paid Coen Card or previously established house accounts, between the parties except as specifically set forth on the face of this Agreement. No other terms or conditions except as set forth herein shall be binding unless made in writing and signed by the authorized representative of Seller. In the event these terms and conditions conflict with those of the Applicant, the terms or conditions of Seller shall control. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained therein.



15. **Fair credit reporting notice:** Please be advised that as a condition of application of credit, Seller will make inquiry with a credit reporting agency relative to the Applicant's current or former obligations. Applicant's application for credit will be accepted or denied based partially upon this information and Seller will comply with the Fair Credit Reporting Act and other applicable federal, state and local laws. Applicant is further advised that Seller may also report its experience (e.g. payment history) to a credit-reporting agency as well. By signing below, Applicant acknowledges the acceptance of these terms and the receipt of both this notice and this credit agreement.

Applicant has read and understands the above terms and conditions and agrees unconditionally.

Applicant Name:	Authorized Person & Position:
Applicant Address:	Authorized Person Phone & E-Mail:
Authorized Signature: X _____ Date: _____	