# NEW ACCOUNT & CREDIT APPLICATION

Thank you for your interest in becoming a business partner with **Titan Fuels LLC**. In the proceeding document, the "Company" will refer to your business.

**Instructions:** Please complete the following application by truly providing all the information requested. All information you provide will be held in strict confidence by Titan Fuels LLC. Completing the application does not obligate Titan Fuels LLC in any way. Failure to complete the application or providing untruthful information will make the application invalid.

## 1. COMPANY INFORMATION

LEGAL NAME OF BUSINESS

**Type of Entity:** ☐ Corporation ☐ Partnership ☐ Limited Partnership ☐ Sole Proprietorship

FEDERAL TAX ID OR EIN | YEARS IN BUSINESS

TEXAS TAXPAYER NUMBER | SALES TAX EXEMPT NUMBER

AG/DD NUMBER | AG/DD NAME

MAILING STREET ADDRESS | SUITE / UNIT

CITY | STATE | ZIP CODE | COUNTRY

BILLING STREET ADDRESS | SUITE / UNIT

CITY | STATE | ZIP CODE | COUNTRY

MAIN PHONE NUMBER | FAX NUMBER

BILLING CONTACT NAME | PHONE NUMBER

E-MAIL

**ACCOUNTS PAYABLE DEPT. CONTACT** *(where invoices / remittances are sent)*

CONTACT NAME | TELEPHONE | EMAIL

## 2. OWNERSHIP INFORMATION

Please list Principal / Owner's & Type of Business. Attach additional sheet(s) if necessary.

| NAME | TITLE |
|---|---|
| | |
| NAME | TITLE |
| | |
| NAME | TITLE |
| | |

## 3. BANK INFORMATION

| NAME OF BANK | BRANCH |
|---|---|
| | |

| STREET ADDRESS |
|---|
| |

| CITY | STATE | ZIP CODE |
|---|---|---|
| | | |

| BANK CONTACT NAME | PHONE NUMBER |
|---|---|
| | |

| ROUTING NUMBER | ACCOUNT NUMBER |
|---|---|
| | |

## 4. CREDIT REFERENCES

SUPPLIER REFERENCES

| NAME | CONTACT NAME | PHONE NUMBER |
|---|---|---|
| | | |
| NAME | CONTACT NAME | PHONE NUMBER |
| | | |
| NAME | CONTACT NAME | PHONE NUMBER |
| | | |

## 5. CREDIT TERMS & CONDITIONS

The proceeding information is for the sole purpose of obtaining credit and is warranted to be true. The Company hereby authorizes Titan Fuels LLC or its affiliates to call all references and customary credit information sources including consumer credit reporting repositories my/our credit and financial responsibility for the purpose of obtaining credit, and annual periodic review for the purpose of maintain the credit relationship.

### CREDIT POLICY

Prepay restrictions may be placed on any past due account. Titan Fuels LLC or its affiliates reserves the right to decline credit to applicant and, in the event, credit is extended, Titan Fuels LLC or its affiliates may change or revoke applicant's credit at any time. Claims arising from invoices must be made within 10 working days of the invoice date. Terms and Conditions of Purchase Order(s) and other similar documents submitted by the applicant will be null and void and do not become any part of an agreement with Titan Fuels LLC or its affiliates unless Titan Fuels LLC or its affiliates accepts said changes in writing. All applicants are subject to Titan Fuels LLC or its affiliates credit policies and procedures. It is further understood and agreed the Company's owners as individuals, principals, partners, and/or LLC members personally guarantee all debts accrued to Titan Fuels LLC by the Company.

### CREDIT TERMS

The Company agrees to pay Titan Fuels LLC or its affiliates for all sales with company check or via electronic funds transfer (CHECK) and or (EFT). A return check fee shall be $55.00 charged for each returned check, any portion of the amount due not paid by the due date will be considered past due and subject to a finance charge. The finance charge shall be computed by multiplying the previous balance as shown on the statement times a monthly rate of 1.5% which is an annual percentage of eighteen percent (18%). In the event the above rate is more than the legal rate allowed by law, then the finance charge shall be computed at the highest legal rate allowed be the State of Texas, not to exceed eighteen percent (18%) per annum. Return EFT (Electronic Funds Transfer) will be assessed of fee of $125.00 or 10% of the returned amount whichever, is higher. The Company reserves the right to suspend deliveries if the applicant fails to pay for any one shipment when due or the applicant exceeds the extended credit limit.

### VENUE AND CHOICE OF LAW

The Company agrees that this agreement shall be governed by and construed in accordance with The State of Texas, with venue and jurisdiction in Comal County, Texas. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney's fees, court costs, and/or costs for collection whether suit is filed.

### CHANGE OF OWNERSHIP

The company must notify Titan Fuels LLC or its affiliates in writing and by certified mail of any change in ownership, the name of the business, or structure of the business under which credit is established. The Company further agrees at the time of any Change of Ownership all amounts due Titan Fuels LLC or its affiliates immediately become due and payable regardless of the due date on the invoice.

### COLLECTION AND ATTORNEY FEES

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the Company agrees to pay all reasonable attorney's fees, court costs, and/or costs for collection whether suit is filed.

## 6. AUTHORITY OF SIGNATURE AND TITLE

The Company warrants that the Company has fully executed this agreement and the Company has the authority to fully bind the Company into the Credit Application along with Titan Fuels LLC's Terms and Conditions agreement. The Company warrants having read and agreed to the Terms and Conditions Agreement of the credit application of Titan Fuels LLC or its affiliates.

| COMPANY OWNER OR AUTHORIZED REPRESENTATIVE | DATE |
|---|---|
| SIGN | |

| TITAN FUELS AUTHORIZED REPRESENTATIVE | DATE |
|---|---|
| SIGN | |

## 7. ELECTRONIC FUNDS TRANSFER AUTHORIZATION

### CUSTOMER AUTHORIZATION

I hereby authorize Titan Fuels LLC from its own account to initiate electronic funds transfer debit and credit entries to our deposit account indicated above and does further authorize the financial institution named above to debit or credit such entries to our account. I do certify that I have the full capacity and authority to so authorize and direct this.

This EFT agreement is to remain in full force and effect until Titan Fuels LLC and the Depository have received written notification from us in such time and manner as to afford Titan Fuels LLC and the Depository a reasonable opportunity to act on the notification. This agreement all allows Titan Fuels LLC to charge debits to this account at frequent intervals for varying amounts.

| COMPANY OWNER OR AUTHORIZED REPRESENTATIVE | DATE |
|---|---|
| SIGN | |

## PLEASE INCLUDE THE FOLLOWING

Attach the documents below with your completed application:

- ☐ **W-9**
- ☐ **Fuel License(s)**
- ☐ **Sales Tax Exempt Certificate**
- ☐ **Voided Check or Bank Letter**

## SUBMIT YOUR APPLICATION

Return your completed application to Titan Fuels. Email: **accounting@titanfuels.us**