



Committed to Our Customers...
Dedicated to Service Since 1977

P.O. Box 5632
Van Buren, AR 72956
479-471-9992
800-338-3493
FAX 479-471-9996

- New Account Application
- Charge Account Application
- Account Update (Account # _____)

Credit Amount Requested: _____ **Salesperson:** _____

Business Name _____ Accounts Payable Contact : _____

Telephone _____ FAX _____ E-mail : _____

Billing Address _____ **Delivery Address** _____

City _____ County _____ City _____ County _____

State _____ Zip Code _____ State _____ Zip Code _____

- Corporation
- Partnership
- Limited Partnership
- Sole Proprietorship

If incorporated, corporation Name: _____ City _____ State _____

Date of Incorporation _____ FED ID # _____ Sales Tax Permit # _____

Check One: Charge us sales tax We buy for resale We are Direct Pay

If Sales Tax Permit Number in not provided, **Frost Oil will charge applicable Sales Tax

Principal Owners, Officers, or Stockholders (please print)

Name _____ Title _____ Name _____ Title _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

SSN (last 4 digits) _____ Tel # _____ SSN (last 4 digits) _____ Tel # _____

Bank Information (please print)

Name _____ Address _____

Account # _____ Tel # _____ Contact Name _____

Current Fuel Supplier (please print)

Company Name _____ Tel# _____ Contact Name _____

Local Trade References (please print)

Name _____ Name _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Tel # _____ Fax # _____ Tel # _____ Fax # _____

****Beer and Liquor Suppliers NOT Acceptable****

Must be signed by a Company Owner or Corporate Officer

X Signature _____ Title _____ Date _____

X Signature _____ Title _____ Date _____

ADDITIONAL SHEETS MUST BE COMPLETED AND SIGNED



PERSONAL GUARANTY

In consideration of any extension of credit, loan, or other financial accommodation heretofore, now or hereafter made to _____ (“Account Debtor”) by FROST OIL CO., the undersigned hereby guarantees absolutely and unconditionally the prompt payment when due, and at any time thereafter, of all indebtedness and obligations of every kind and nature of Account Debtor to Frost Oil Co., absolute or contingent, due or to become due, now or hereafter existing (the “Indebtedness”), and in addition, the undersigned agrees to pay all expenses, including attorneys fees and legal expenses, paid or incurred by Frost Oil Co. to collect the Indebtedness, or any part thereof, and to enforce this guaranty. The undersigned also further agrees that all payments and obligations of Guarantor are performable in Crawford County, Arkansas. Guarantor further agrees that the laws of the State of Arkansas shall govern this contract between Frost Oil Co. and Guarantor and also govern any transactions made between Frost Oil Co., Account Debtor and/or Guarantor. Applicant further agrees to waive personal jurisdiction and venue in any dispute arising from, or relating to, the sale or goods or services by Frost Oil Co. to Account Debtor and/or the enforcement of this Personal Guarantee and agrees that any dispute between Frost Oil Co., Account Debtor and/or Guarantor shall be exclusively resolved in the Courts of Crawford County, Arkansas.

The undersigned waives presentment, protest and notice of dishonor or default, notice of acceptance of the guaranty, notice of extensions of credit or other actions taken in reliance hereon, and all demands and notices of any kind in connection with this guaranty or the Indebtedness. Frost Oil Co., without notice of any kind, may sell, assign, or transfer any of the Indebtedness to a third party, and in such event, each successive assignee, transferee or holder of any of the Indebtedness shall have the right to enforce this guaranty for the benefit of such assignee, transferee, or holder. This guaranty shall be binding on the heirs, legal representatives, successors and assigns, of the undersigned and shall insure to the benefit of Frost Oil Co., its successors, and assigns.

Name: _____ Social Security #: (last four digits) _____
(Please Print)

Address: _____ Telephone: _____

X Signature: _____ Date: _____

SECURITY AGREEMENT

In the event of a default with respect to any such obligations of the undersigned, (“Account Debtor”) Frost Oil Co. shall have the right to take immediate and exclusive possession of (the “Collateral”), or any part thereof, and for that purpose, with or without judicial process and notice to the Account Debtor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same there from. Frost Oil Co. shall have the right to hold, maintain, preserve and prepare the collateral for sale and sell such Collateral in order to satisfy Debtor obligations to Frost Oil Co.

In addition, should additional collateral be required, Frost Oil Co. may require an Irrevocable Letter of Credit.

Must be signed by a Company Owner or Corporate Officer

Business Name: _____ Date: _____

X Signature: _____ Title: _____



CREDIT PARAMETERS

Frost Oil Co. reserves the right to amend or change credit application requirements and customers terms based on business climate and customer performance.

The Company will deliver products and provide services to customers on credit if their credit application is approved. The following procedures will be followed:

All customers will complete a Credit Application. The credit application must include the following information:

- × Shipping address
- × Mailing address
- × Business phone numbers, (fax included).
- × Federal ID Number (or) Social Security Number of principal.
- × E-mail address (if available)
- × A minimum of three (3) - current fuel supplier included – local trade references with contact information (including fax number)
- × Accounts Payable contact with phone number.
- × Requested credit limit.
- × List of Company/Corporate officers
- × Signed EZ-Pay Authorization Form

All signatures must be by an officer of the company. Incomplete applications will be denied and returned to your sales representative or destroyed. If credit is not approved, a “denial of credit” notice will be sent to the customer and/or the customer’s sales representative.

For all **retail, corporate and selected sole-proprietorships**, EZ-Pay (Electronic Funds Transfer) (**Credit Application-page 4**) method of payment **is required**.

The customer will be notified one (1) day prior to activation of a specific draft either by fax (preferred) or e-mail.

Irrevocable Letters of Credit or collateral may be required

Payment may be made by mail (to the address below) or can be made at any of our Bulk Plant locations: **Frost Oil Co.
P.O. Box 5632
Van Buren, AR 72957**

Credit Assistant and A/R: 800-338-3493 ext. 17

Electronic Funds Transfer Inquiries (EFT): 800-338-3943 ext. 24

Finance Charges: Finance charges of 1.5% per month will be added to balances not paid within the specified terms for the customer.

Returned Check Fees: A fee of \$75.00 will be added to a customer’s account for each returned check or EZ-Pay Draft and for each day a scheduled EZ-Pay Draft is postponed by the customer. If after two (2) returned checks or drafts are received marked NSF, the only method of payment available to the customer will be C.O.D. and payment must be in the form of a cashier’s check.

COLLECTION PROCEDURES

Customer statements are printed and mailed monthly. The customer’s account will be placed on hold from any more deliveries until past due amount is paid in full.

To re-activate a past due account, payment arrangements and further deliveries must be approved by the Credit Manager.

Please direct any questions regarding these guidelines or the issuance of credit to the Frost Oil Co. - Credit Manager:

800-338-3493, ext. 20

I HAVE READ, UNDERSTAND, AGREE AND WILL ABIDE TO THESE TERMS AND CONDITIONS.

_____ X _____
 (Printed Name) (Signature) (Date)

Must be signed by a Company Owner or Corporate Officer



EZ-PAY
Funds Transfer Authorization
Agreement

P.O. Box 5632
Van Buren, AR 72956
479-471-9992
800-338-3493
FAX 479-471-9996

Name and Address

Four horizontal lines for name and address input.

Frost Oil Account Number:

Fax Number:

E-Mail:

Fed ID #

(Customer) does hereby authorize Frost Oil Co. to initiate debit/credit entries to Customer's checking account indicated below and does further authorize the depository institution named below to debit such entries to the Customer's account

Bank Name

Bank Contact Phone #

Street Address

Bank Account Number

City State Zip

Bank Routing Number

This authority shall remain in effect until termination upon fifteen (15) days written by either Customer or Frost Oil Co. Notice of termination shall in no way affect debit entries initiated prior to expiration of aforesaid (15) day period.

This EZ-Pay (EFT) service is governed by the rules of the Automated Clearing House and Frost Oil Co. can terminate or modify it at any time.

PLEASE ATTACH A VOID CHECK TO THIS FORM

All credit and other terms and requirements between Customer and FOC remain in effect.

AUTHORIZED this ___ day of ___ 20___

Must be signed by a Company owner or Corporate Officer

Customer's Name (print)

X Customer's Signature

With This Authorization

If terms: Net 7: Customer will be notified on the 6th day and bank account drafted on the 7th day following delivery.
If terms: Net 10: Customer will be notified on the 9th day and bank account drafted on the 10th day following delivery.
If terms: Net 30: Customer will be notified on the 29th day and bank account drafted on the 30th day following
If terms: Load-to-Load: Customer will be notified the day of delivery for next day draft of previous delivery or on the 10th day whichever occurs first. No invoice amount due will exceed 10 days while Load-to-Load.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
SALES AND USE TAX SECTION

EXEMPTION CERTIFICATE
(ACT 391 OF 1997)

I hereby certify that I either hold or am the authorized representative of the holder of Arkansas Sales/Use Tax Permit Number _____, or that I am a nonresident purchaser or the authorized representative thereof and hold a similar permit issued by the State of _____, Number _____, that this is a current and valid permit number; and that I am exempt from sales and use tax on the tangible personal property purchased from Frost Oil Company, Inc.

I further certify that if any tangible personal property purchased exempt under this certificate is withdrawn from stock or otherwise used, that I will report the tax due under Arkansas Sales/Use Tax Law and Regulations.

Description of the merchandise to be purchased: (Please give a specific identification of items purchased. If needed an additional statement may be attached hereto.) _____

The merchandise purchased is exempt for the following reason: _____

Purchaser's business: _____

Must be signed by a Company Owner or Corporate Officer

X _____
Purchaser's Signature

Purchaser's Business Name (as stated on permit)

Title/Position with Company

Address

City, State, Zip

Date

NOTICE TO VENDOR: THIS EXEMPTION CERTIFICATE MUST BE ACCEPTED BY YOU IN GOOD FAITH. THIS MEANS THAT YOU CANNOT ACCEPT THIS CERTIFICATE AS A BASIS FOR ALLOWING THE PURCHASER TO BUY ITEMS TAX-FREE IF YOU HAVE ACTUAL KNOWLEDGE THAT THE PURCHASER IS NOT ENTITLED TO AN EXEMPTION ON THE ITEMS PURCHASED OR IF THERE IS OTHER INFORMATION THAT WOULD SUGGEST THAT THE PURCHASER IS NOT ENTITLED TO CLAIM AN EXEMPTION. IF YOU DO NOT ACCEPT THIS CERTIFICATE IN GOOD FAITH, YOU MAY BE HELD LIABLE FOR SALES TAX ON THE SALE OF THE ITEMS.