PO Box 220
Bonham, TX 75418
mccrawoilandpropane.com

P: 903.583.7481
F: 903-568-3072
creditapps@mccrawoil.com

Commercial Account Agreement ("Agreement")

Please answer all questions (if more space is needed, at continuation sheet may be attached):

Products (check all that apply): ☐Retail Fuel ☐Commercial Fuel ☐Cardlock/Go Card ☐Lubricants ☐Propane ☐Farm/Ranch Supplies

Company Name ("Customer"): ____
☐Partnership ☐Sole Prop ☐Corp State________

DBA: ____ Federal Tax ID#________________________
☐Sales and/or ☐Excise Tax Exempt? *(If tax exemptions apply, please attach exemption certificates)*

Physical Address ______________________________ City____________ State___ Zip_______ County ________

Mailing Address ______________________________ City____________ State___ Zip_______ County ________

Years in Business _______ US DOT # (if applicable) __________________ Website: ___________________________

Purchasing Contact __________________________ Phone_____________ E-mail___________________________

Payables Contact __________________________ Phone_____________ E-mail___________________________

Have you ever filed for bankruptcy? ☐No ☐Yes If yes, date filed and type of bankruptcy___________________

Does the company own real property? ☐No ☐Yes If yes, address_______________________________________

Names of owners/officers:

Name____ Title___________________

Name____ Title___________________

How did you find us? ☐Online Ad ☐Online Search (Google) ☐Referral ☐Drive By McCraw Office ☐Billboard ☐Existing or Previous Customer ☐Saw McCraw Truck ☐Other __________

PERMISSION TO VERIFY CREDITWORTHINESS / TERMS:
McCraw Oil Company, Inc. ("McCraw") is hereby authorized to make any credit inquires necessary based on the information provided above for the purpose of credit approval. I certify that all information given is correct and that I have the authority to incur liabilities and enter into this agreement on behalf of the Customer. I acknowledge that the Customer's credit file may be requested from a credit reporting agency for the purpose of verifying credit history. By signing below, Customer hereby agrees to McCraw's Account Terms.

Authorized Representative:

Signature_______________________________ Printed Name_______________________________

Title ____ Date__________

McCraw Use Only: Sales Person______________________ Credit Limit Requested $_______________

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ACCOUNT TERMS APPLICABLE TO ALL CUSTOMERS

1. The entity or individual applicant and the undersigned guarantor(s) (collectively referred to hereinafter as "Customer") agrees to be liable for all purchases made on Customer's account and to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay McCraw Oil Company, Inc. ("McCraw") a service charge of 1.5% per month on the unpaid balance for all charges not paid within the due date (or the highest rate allowed by law).
2. Customer agrees not to exceed the credit limits set by McCraw, however, in the event McCraw does extend additional credit to Customer, Customer will be deemed to have actual knowledge of such additional credit purchases, and in the event such credit exceeds any such limits, Customer agrees to be liable for and to pay any additional amounts that exceed the credit limit previously set by McCraw. McCraw may, at its option, refuse to permit charges to be incurred on the account and may change credit terms at McCraw's sole discretion. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only.
3. To secure the payment, Customer grants McCraw a purchase money security interest in the products sold under this Agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes McCraw to file one or more financing statements signed only by McCraw without Customer's signature and to use a copy of this Agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this Agreement. McCraw shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where they reside from time to time, which remedies shall be cumulative and not exclusive.
4. Customer certifies that: (a) Customer contractually free to purchase fuel or other ordered goods and services from McCraw; and (b) Customer owns and/or controls the fuel or lubricants storage tanks into which fuel is delivered by McCraw or the storage tanks are McCraw owned and loaned to Customer; and (c) Customer is in full compliance with all relevant federal, state and local regulations related to the storage of fuels, lubricants or chemicals ordered from McCraw; and (d) Customer does not require branded fuels, unless Customer has advised McCraw in writing otherwise.
5. The parties agree that, if the account is referred for collection or to an attorney, Customer will pay reasonable attorneys' fees and costs of collection.
6. The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of Texas shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this Agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, if any litigation is commenced arising out of this Agreement, the sole and exclusive venue for resolution of these disputes will be in Fannin County, Texas. Customer further agrees that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive any and all right to seek venue elsewhere. The parties further covenant and agree, if suit or litigation is filed by either party to this Agreement, Texas retains both in rem and in personam jurisdiction over both parties and their assets.
7. THE PARTIES CONFIRM AND AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE LIABLE PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE LIABLE PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR IN ANY TRANSACTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, LOSS OF GOOD WILL OR REPUTATION, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER THIS AGREEMENT, ANY TRANSACTION, ANY INDEMNITY PROVISION OR OTHERWISE.
8. McCraw warrants that it will convey good title to the product sold and delivered hereunder, and that all such product shall be in compliance with the specifications, if any, referred to above. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, McCRAW MAKES NO WARRANTIES OF ANY KIND AS TO THE PRODUCT DELIVERED TO CUSTOMER UNDER TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
9. Customer hereby agrees to defend, indemnify and hold harmless McCraw, its officers, directors, shareholders, landlords, tenants and agents from any and all claims arising from or related to claims of title, personal injury or death, property damage, costs, expenses, damages or other charges related to the Fuel or its delivery. Customer agrees to notify McCraw immediately of any fuel spills or damage to McCraw's equipment by the Customer.
10. McCraw may also exercise a right of offset with respect to any payment or obligation that is due to McCraw from Customer under this Agreement, or any agreement between McCraw and Customer, against any payment, delivery or other obligation owed by McCraw to Customer under this Agreement, or any agreement between McCraw and Customer. The exercise by McCraw of any rights reserved under this subsection shall be without prejudice to any claim for damages or any other right under this Agreement and/or applicable law.
11. McCraw reserves the right to transmit invoices, statements, draft notifications, price notifications and/or other routine notifications solely by e-mail or other electronic means and to impose a monthly fee for accounts requiring "paper" or fax documentation.
12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
13. This Agreement does not constitute an agreement by McCraw to offer credit terms to Customer. Unless otherwise stated in a contractual agreement between the Customer and McCraw, standard credit terms are as follows (subject to credit approval and subject to change at McCraw's sole discretion): (a) Retail dealer accounts – Net 1 day EFT; (b) Commercial accounts – net 15 days; (c) Cardlock fuel & Go Card accounts – Bi-monthly (15th & last day of month); (d) Farm/ranch accounts – net 30 days; and (e) Propane accounts – Net 30 days
14. If McCraw has loaned Customer tanks, pumps or other equipment, the Loaned Equipment Agreement is incorporated into this Agreement.

Account Terms above are agreed and accepted:

Company or Individual Name____

Signature____________________________________ Printed Name___________________________ Title ______________ Date__________

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PERSONAL GUARANTY AGREEMENT

In consideration of any extension of credit, loan or other financial accommodation heretofore, now or hereafter made to Customer by McCraw, the undersigned hereby guarantees absolutely, irrevocably and unconditionally the prompt payment when due, and at any time thereafter, of all indebtedness and obligations of every kind and nature of Customer to McCraw, absolute or contingent, due or to become due, now or hereafter existing (the "Indebtedness"); the undersigned hereby requesting McCraw to give and continue to give credit to Customer.

The undersigned agrees to the Account Terms Applicable to All Customers set forth hereinabove as if fully copied herein and said terms and conditions are fully incorporated herein by reference.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Guaranty may not be revoked in whole or in part by the undersigned. The undersigned acknowledges receipt of valuable consideration for the delivery of this Guaranty and that McCraw would not extend credit to or enter into transactions with the Customer without the execution and delivery of this personal guaranty agreement.

Guarantor:

Signature______________________ Printed Name______________________ SSN______________

Home Address__________________________ City________________ State________ Zip________

Phone________________ Email address______________________________

Guarantor:

Signature______________________ Printed Name______________________ SSN______________

Home Address__________________________ City________________ State________ Zip________

Phone________________ Email address______________________________

EFT AGREEMENT

Customer hereby authorizes McCraw and each of its successors and assigns and other affiliated companies to initiate debit entries to our checking account indicated below and the depository named below (hereinafter called “Depository”) to debit the same to such account. Customer certifies that it is the owner of the account listed below. This EFT agreement is to remain in full force and effect until McCraw and the Depository have received written notification from Customer in such time and manner as to afford McCraw and the Depository a reasonable opportunity to act on the notification. This agreement allows McCraw to charge debits to this account at frequent intervals for varying amounts. This is a binding agreement that may be executed by facsimile.

This EFT Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

DEPOSITORY: Bank Name______________________ Phone__________ Account Name______________________

BANK ACCOUNT # ______________________ ABA# (Routing#) ______________________

Customer Legal Business Name______________________________ DBA______________________________

AUTHORIZED SIGNER ON THE BANK ACCOUNT

Signature______________________ Printed Name______________________ Title __________ Date________

MUST ATTACH VOIDED CHECK