



### CREDIT APPLICATION

#### BUSINESS CONTACT INFORMATION

*\* All fields must be filled out to prevent a delay in processing\**

Person completing form:		Contact Number:	
Business name:			
Phone:	Fax:	E-mail:	
Billing Address:			
City:	State:	ZIP Code:	
# years in business:	Website:		
Shipping Address (physical):			<input type="checkbox"/> Check if same as billing address
Principal Owner Name:	Title:	Ever filed bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### BUSINESS AND CREDIT INFORMATION

Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you prefer C.O.D. orders? <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>(If answer is Yes, you can stop here)</i>	
Federal Tax ID:	Amount of Credit Applying for: \$		
Accounts Payable Contact:	Phone:	Fax:	
E-mail:	Email:		

Bank name:			
Bank address:		Phone:	
City:	State:	ZIP Code:	
Type of account:	Savings <input type="checkbox"/>	Checking <input type="checkbox"/>	Other <input type="checkbox"/>
Account number	#	#	#

#### BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

#### AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize STERN OIL COMPANY, INC. to make inquiries into the banking and business/trade references that you have supplied above.

#### SIGNATURE

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Fax this application to: 605-925-4367 OR Email to: janetter@sternoil.com**



Governing Laws: All disputes between the parties hereto and/or arising as a result of with respect to these terms of sale will be governed and settled by the laws of the State of South Dakota. The customer agrees to the proper jurisdiction and venue shall rest exclusively within the courts of the State of South Dakota. The Undersigned expressly agrees to make payment in full for the purchases in accordance with Stern Oil Company's terms. A service charge of 1.5 percent per month or portion thereof will be charged on all pass due invoices. The undersigned further agrees to pay reasonable attorney fees and all costs and expenses incurred by Stern Oil Company's in the collection of any past due obligation of the undersigned pursuant hereto. The Undersigned, as an inducement to grant credit, warrants that the information is true and correct. As port of thee application for credit, the applicant grants permission to contact all trade and bank references listed above.

Signature of Principal Officer \_\_\_\_\_ Title \_\_\_\_\_

NOTE: A signature of a principal or an officer is necessary before credit can be extended.

INDIVIDUAL PERSONAL GUARANTY: I, \_\_\_\_\_, residing at \_\_\_\_\_, for and in consideration of your extending credit at my request to \_\_\_\_\_ (hereinafter referred to as the "Company") of which I am \_\_\_\_\_ (title), hereby personally guarantee to you the payment at Stern Oil Company, Inc. of any obligation of the Company. I hereby agree to bind myself to pay you on demand any sum that may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, nonpayment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Signature (written): \_\_\_\_\_ Company: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

IF YOUR ACCOUNT IS FOR RESALE OR OTHER TAX-EXEMPT PURPOSES, PLEASE PROVIDE A SIGNED COPY OF YOUR ANNUAL RESALE CERTIFICATE AND ANY OTHER TAX EXEMPTION CERTIFICATE.

Sales and Use Tax Certificate Form

Sales Tax Exemption Certificate Multi Jurisdiction

Issued to (Seller): Stern Oil Company, Inc., P.O. Box 218, Freeman, SD 57029

I certify that

Name of Firm and Buyer \_\_\_\_\_

Street Address or P.O. Box \_\_\_\_\_

County \_\_\_\_\_

City, State, and Zip \_\_\_\_\_

Is engaged as a registered: [ ] Wholesaler [ ] Retailer [ ] Manufacturer [ ] Lessor

And is registered with below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

City or State \_\_\_\_\_ State Registration or ID No. \_\_\_\_\_

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City or State \_\_\_\_\_ State Registration or ID No. \_\_\_\_\_

City or State \_\_\_\_\_ State Registration or ID No. \_\_\_\_\_

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax, we will pay the tax due direct to the proper taxing authority when state law so requires, or inform the seller for added tax billing. This certificate shall be part of each order, which we may hereafter give you, unless otherwise specified, and shall be valid until canceled by us in writing or r evoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**TERMS & CONDITIONS**

I certify that all information contained herein or attached hereto is correct, accurate and complete and that **Applicant** is solvent and able to pay for all products and services provided by **Stern Oil Company**. I understand that **Stern Oil Company** will rely on this information for the extension of credit. **Applicant** hereby authorizes **Stern Oil Company** to, at its discretion, obtain credit information from the above-listed bank and business references, and obtain credit reports or other information regarding **Applicant**.

**Invoices are payable within 30 days of invoice date.** **Applicant** agrees to pay any service charges that may accrue on any unpaid balance, at the highest rate allowed by law or no less than 15% annually. **Applicant** understands and agrees that upon any returned check, **Stern Oil Company** may impose a minimum returned check charge of \$30.00 or any such higher amount to recover any fees and expenses incurred **Stern Oil Company** as a result of the returned check, of which **Applicant** shall be responsible. **Applicant** understands and agrees that **Applicant** shall be responsible to pay for all reasonable attorney's fees and costs incurred by **Stern Oil Company** related to collection or litigation of any delinquent amount owed by **Applicant** to **Stern Oil Company**.

**Applicant** agrees to pay for all purchases according to the terms offered by **Stern Oil Company**. No other credit terms or condition of purchase orders different from the terms of **Stern Oil Company** will become part of any sales agreement, purchase orders, or other documents unless specifically approved in writing by **Stern Oil Company**. Payments may be applied against balances at the discretion of **Stern Oil Company**. **Stern Oil Company** may revoke at its discretion the credit availability and for whatever reason as it deems appropriate. **Stern Oil Company** may raise and lower credit limits at its discretion without notice to **Applicant**. In the event of any good faith dispute over any balances owed by **Applicant** to **Stern Oil Company**, **Stern Oil Company** will refrain from assessing any service charges and any collection activity until it is determined whether the amount is legitimately owed. If it is determined the amount is accurate, **Stern Oil Company** reserves the right to assess service charges from the original date.

**By completing and returning this Application to Stern Oil Company, Applicant represents that all of the information contained herein and any attachments hereto is true and correct to the best of its information, knowledge, and belief. Applicant will also agree to notify Stern Oil Company of any change in company ownership or management.**  
Applicant(s):

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_