



6390 Greenwich Dr, Suite 200
San Diego, CA 92122

T 800.499.4645
F 858.348.2596

Pfleet.com

CREDIT APPLICATION AND AGREEMENT

I/WE (hereinafter "Customer" or "Applicant") herewith make application to Plavan Commercial Fueling, Inc. DBA P-Fleet (hereinafter "P-Fleet") for credit, or an increase reconfirmation of our existing account under this Credit Application and Agreement (hereinafter "Agreement"). The undersigned Applicant gives and grants P-Fleet, or its agent, permission to verify and re-verify all information stated herein at any time. Applicant hereby agrees that all credit granted and/or extended will be paid timely in accordance with P-Fleet's normal terms. Applicant does affirm that all information is true and correct. **PLEASE ANSWER ALL QUESTIONS.** (If more space is needed, a continuation sheet may be attached.)

How were you referred to P-Fleet? Another Customer Driver P-Fleet Rep Mailer Google Bing Other (specify): _____

COMPANY INFORMATION

Company Name		<input type="checkbox"/> LLC <input type="checkbox"/> Incorporated <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship			State	
DBA		Federal ID #		D&B #		Industry
Physical Address		City			State	Zip
Years in Business	Has your company ever filed Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, what chapter?		Date of Filing	
Primary Contact		Phone		Fax		E-Mail
Fuel Supplier	Monthly Fuel Spend	City		State	Phone	Fax

TERMS AND CONDITIONS

The Customer fully understands and agrees to comply with the following terms and conditions of this Agreement.

- DEFAULT AGREEMENT TO PAY.** Signature states that Customer agrees to pay for products and/or services received from P-Fleet. Should the Applicant default on any obligation to P-Fleet, the Applicant agrees as follows: (1) to pay all principal due; (2) to pay a late charge on all principal due and unpaid within the time period allowed by P-Fleet, at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law in the event a Court should determine that this late charge is excessive or otherwise unenforceable; (3) to pay all attorneys fees and costs of collection, including but not limited to attorneys fees incurred in preparing and transmitting demand letters and other pre-litigation services, as well as litigation itself; (4) that this Agreement is executed and to be performed in San Diego County, and therefore any litigation to enforce the terms of this Agreement will be filed in San Diego County. In the event there is a conflict between the terms of this Agreement and the terms of any subsequent written agreement between the parties and/or P-Fleet invoice and/or P-Fleet statement provided to Applicant, the Applicant agrees to be bound by the terms of the subsequent document setting forth the monetary obligation of Applicant. In the event of any conflict between the terms of Applicant's purchase orders and this Agreement and/or any P-Fleet invoice and/or P-Fleet statement, Applicant agrees that the terms of the P-Fleet document corresponding to the Applicant's purchase order will prevail (i.e., the terms of the P-Fleet invoice and/or statement pertaining to delivery of the goods referenced in the purchase order will prevail over any conflicting terms contained in the purchase order.).
- TAXES.** Customer agrees to pay any and all applicable sales, excise, and use taxes. Customer agrees to provide P-Fleet with any and all certificates that may allow Customer to be exempt from certain State and/or Federal sales, excise or use taxes.
- CREDIT SUSPENSION.** P-Fleet reserves the right to suspend any and all of Customer's credit privileges without notice in the event that the terms and conditions are not met or kept by Customer as set forth herein.
- COLLECTION COSTS.** In the event Customer defaults in the terms of payment, P-Fleet may recover from Customer all penalties and service charges including, without limitation, reasonable attorney's fees as set forth herein.
- CREDIT LINE.** P-Fleet may, at its option, increase or decrease the Customer's credit limit.
- VENUE AND CHOICE OF LAW.** The parties agree that this Credit Application has been executed and delivered in, and shall be construed in accordance with the internal laws of the State of California as applied to contracts between California residents entered into and to be performed wholly within California. Applicant hereby consents to the jurisdiction of any local, state or federal court located within the county of San Diego, State of California; provided, however, nothing contained herein shall preclude P-Fleet from commencing any action hereunder in any Court having jurisdiction thereof.
- FACSIMILE COPIES.** This Credit Application may be executed in any number of counterparts, any one of which shall be deemed to be the original, although others are not produced, and this Credit Application may be executed by facsimile transmission signature.
- ADDITIONAL TERMS AND CONDITIONS.** In consideration of the utilization of P-Fleet cards, Customer and P-Fleet have entered into the following agreement ("Card Agreement").
 - Customer and its agents agree to follow all posted instructions for the fueling of vehicles and will comply with all safety procedures.
 - You must report the unauthorized use of your account and/or the loss or theft of a P-Fleet Card immediately by telephoning us at 1-800-499-4645. Do not use the lost or stolen card(s) or Account after you have notified us. Your business will be liable for the unauthorized use of the Account, except that it shall not be liable for the unauthorized use that occurs after we have been properly notified. Should an unauthorized use of the Account or Cards occur, we, at our sole discretion, may choose to immediately cancel and close the account. You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft, or possible unauthorized use of your Card and/or Account and to comply with such procedures as we may require in connection without investigation. Unless otherwise agreed, P-Fleet is not responsible for controlling an authorized user's use of a Card of the Account. If you authorize the use of a Card or the account, you are responsible for all charges made to the Account.
 - If a P-Fleet card account is invalidated, Customer must make written application to reinstate such card or account. P-Fleet reserves the right to refuse to reinstate any P-Fleet card or account. No invalidated card or account may be reinstated unless all monies owed are paid including all charges and fees.
 - This Card Agreement can be cancelled upon 24-hour's written notice by P-Fleet or Customer. Should Customer cancel the P-Fleet account, all monies due will be paid within ten calendar days of such cancellation. Upon notice of such cancellation, Customer will return all P-Fleet cards to P-Fleet.
 - Customer understands and agrees that its right to use the P-Fleet card provided by P-Fleet may not be assigned.
 - It is understood and agreed that all P-Fleet cards issued to Customer are the sole property of P-Fleet and must be surrendered upon demand.
 - It is understood and agreed that all P-Fleet cards issued to Customer are issued solely for the business of Customer, as an accommodation to Customer.
 - Written notice as required in this Card Agreement will be deemed received by P-Fleet if a) by facsimile transmission, during P-Fleet's normal business hours; b) by overnight courier, on the next business day of deposit with courier; and c) by U.S. Post Office certified, return receipt mail, on date of the signed returned receipt.
 - Customer accepts any and all liability arising or resulting from or related to the use, misuse, unauthorized use, loss or theft of any P-Fleet card resulting in access to the P-Fleet facility maintained and operated by P-Fleet. Customer understands that the rights conferred herein allow Customer access to purchase products on private premises not open to the general public.
- LAW.** California law governs the terms and conditions set forth above.

Terms and Conditions above agreed to without exception.

Signature X	Print Name	Title	Date
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PLEASE RETURN THIS FORM TO P-FLEET. FOR QUESTIONS, CALL (800) 499-4645.

FAX: 1-858-348-2596 | EMAIL: SALES@PFLEET.COM | MAIL: 6390 GREENWICH DRIVE, SUITE 200, SAN DIEGO, CA 92122