

## CREDIT APPLICATION

Please complete and mail or fax to:

Deiter Bros. Fuel Co., Inc.  
Credit Department  
1226 Stefko Blvd.  
Bethlehem, PA. 18017-6694

610-868-8566  
Fax 610-861-5148

Approved By: \_\_\_\_\_

Customer Rep: \_\_\_\_\_

*(PLEASE TYPE OR PRINT NEATLY)*

### I. BUSINESS INFORMATION

Amount of Credit Applied For: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

County: \_\_\_\_\_ Employer I.D. Number.: \_\_\_\_\_

In Business Since: \_\_\_\_\_

Incorporated  Partnership  Sole Proprietorship

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Full Name of Principles/Corporate Officers Position Residence Address

1. \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Home Phone: \_\_\_\_\_

2. \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Home Phone: \_\_\_\_\_

If any of the principals have been with the firm less than 3 years; provide name, location and position with previous business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the applicant involved in any pending litigation? \_\_\_\_\_  
If so, set forth all of the details concerning these proceedings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the company been involved with a bankruptcy or insolvency proceedings in the past seven (7) years?

\_\_\_\_\_

If so, set forth all details concerning these proceedings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any other name or names under which the applicant transacts business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## II. JOB SITE INFORMATION

Job Site Location: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Do you do bonded jobs? [ ] Yes [ ] No

Bonding Company: \_\_\_\_\_

Bonding Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Are you subject to the following taxes:**

State Sales Tax  Yes  No

State Diesel Tax  Yes  No

Federal Diesel Tax  Yes  No

Franchise Tax  Yes  No

**If NOT taxable you must furnish EXEMPTION FORMS**

Price Quoted: ITM \_\_\_\_\_ Tank \_\_\_\_\_

**III. BUSINESS REFERENCES**

*(NOTE: Business references must be relationships of one or more years)*

1. \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Doing business with since: \_\_\_\_\_ High Credit: \_\_\_\_\_

Any NSF checks: \_\_\_\_\_

2. \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Doing business with since: \_\_\_\_\_ High Credit: \_\_\_\_\_

Any NSF checks: \_\_\_\_\_

3. \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Doing business with since: \_\_\_\_\_ High Credit: \_\_\_\_\_

Any NSF checks: \_\_\_\_\_

**IV. BANK INFORMATION**

*(NOTE: Institution where account has been active for at lease six months)*

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Account: \_\_\_\_\_

Account Number: \_\_\_\_\_

Any NFS checks in the last six months? \_\_\_\_\_ If so, how many: \_\_\_\_\_

Any stop payments in the last six months? \_\_\_\_\_ If so, how many: \_\_\_\_\_

Have there been any executions upon your account in the last year? \_\_\_\_\_

Officer or Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**V. BILLING INFORMATION**

Who to contact with billing questions: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Will a Purchase Order be used: [ ] Yes [ ] No

Will you be paying by individual invoice or by statement? \_\_\_\_\_

**THE ABOVE SECTIONS MUST BE COMPLETED  
IN THEIR ENTIRETY TO PROCESS YOUR APPLICATION**

**TERMS :**

Net amount due in thirty (30) days from statement date. Default occurs on the thirty first (31) day.

A finance charge of one and one half percent (1.50%) per month will be assessed on any and all amounts past due.

In the event of default requiring collection, the applicant agrees to pay, in addition to the delinquent amount and finance charges thereon, collection or attorney fees equal to twenty five percent (25%) of the delinquent amount.

A service charge of \$30.00 will be assessed for each check received which is returned unpaid for any reason.

I HAVE READ, UNDERSTAND, AND ACCEPT THE ABOVE TERMS AND HAVE PROVIDED TRUE INFORMATION. I FURTHER AUTHORIZED DEITER BROS. FUEL CO., INC. TO VERIFY

ANY AND ALL REFERENCES GIVE TO DETERMINE OUR CREDIT CAPABILITIES AND TO REQUEST INFORMATION FROM CREDIT REPORTING AGENCIES.

Applicant/Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(SIGNATURE TITLE DATE)

**PERSONAL GUARANTEE:** I/WE INDIVIDUALLY, JOINTLY AND SEVERALLY PERSONALLY GUARANTEE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS INCURRED FOR MERCHANDISE AND SERVICES FURNISHED BY DEITER BROS. FUEL CO., INC., INCLUDING FINANCE CHARGES AND COLLECTION OR ATTORNEYS FEES EQUAL TO 25% OF THE DELINQUENT AMOUNT. IT IS UNDERSTOOD THAT THIS GUARANTEE SHALL BE A CONTINUING GUARANTEE. I/WE DO HEREBY WAIVE NOTICE OF DEFAULT, NON-PAYMENT AND NOTICE HEREOF AND CONSENT TO ANY MODIFICATION OR RENEWAL OF THE CREDIT AGREEMENT HEREBY GUARANTEED. FURTHER, THE CUSTOMER AUTHORIZES THE CLERK OF COURTS OR ANY ATTORNEY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR AND TO CONFESS OR ENTER JUDGEMENT AGAINST CUSTOMER ON THE PURCHASE INVOICE FOR SUCH UNPAID BALANCE PLUS COSTS, INTEREST AND ATTORNEY'S FEES, WHICH INVOICE WILL CONSTITUTE THE INSTUMENT ON WHICH JUDGEMENT WILL BE CONFESSED

Individual: \_\_\_\_\_ (Signature)

Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

Individual: \_\_\_\_\_ (Signature)

Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** *The above statement **MUST** be signed to be accepted for processing.*

**UPON APPROVAL OF THIS APPLICATION FOR CREDIT THE FOLLOWING TERMS AND CONDITIONS ARE AGREED TO BUY CUSTOMER:**

**PAYMENT TERMS AND LATE FEES.**

Payments are due when invoiced. Balances over 30 days will be assessed finance charges at the rate of 21% per year 1.75% per month. The minimum Finance Charge will be \$1.50. Payments are due when invoiced but never later than 30 days from the invoice date. A Charge of \$30.00 will be applied for any Check returned for insufficient funds.

**CONFESSION OF JUDGEMENT.** Upon placement of an order, the customer consents to the establishment of an account by us and agrees that we have the right and authority to confess judgment against the customer for any balance due, which is not paid within 30 days of purchase made by customer. The customer further agrees and authorizes the prothonotary or the clerk of courts or any attorney of any court of record of the Commonwealth of PA or elsewhere to appear for and to confess or enter judgment against customer on the purchase invoice for such unpaid balance plus costs, accrued interest and with fifteen percent (15%), added as a reasonable collection fee's which invoice shall constitute the instrument on which judgment will be confessed. I also waive the right of inquisition on any real estate that may be levied upon to collect this note, and do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon the writ of execution against us, and I further agree that said real estate may be sold on a writ of execution and I hereby waive and release all relief from any and all appraisement, stay or exemption laws of any State, now in force or hereafter passed. No single exercise of the forgoing power to confess judgment, or a series of judgments, shall be deemed to exhaust this power, whether or not such exercise shall be held by any court to be valid, voidable or void; but, this power shall continue undiminished and may be exercised from time to time as often as we shall elect until such time as we shall have received payment of the full amount due hereunder.

**JURISDICTION.** Customer consents to the personal jurisdiction of District Court 03-02-11 and/or, where applicable, and at the discretion of Deiter Bros., the personal jurisdiction of the Court of Common Pleas of Northampton County, Pennsylvania, and the United States Federal District Court of Pennsylvania in it's Eastern District. Customer agrees no to raise any objection to such jurisdiction or the laying of venue in Northampton County, Pennsylvania.

**PERSONAL GUARANTEE AND SURETY:**

I/we individually, jointly and severally personally guarantee full and prompt payment of all indebtedness incurred for merchandise and services furnished by Deiter Bros. Fuel Co., Inc., including finance charges and collection or attorney's fees of not less than 15% of the delinquent amount, which guarantee is intended to be a contract of suretyship. It is understood that this guarantee shall be a continuing guarantee. I/we do hereby waive notice of default, non-payment and notice hereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

**INDEMNIFICATION, DAMAGES AND LIMITATIONS OF LIABILITY.** Client shall defend, indemnify and hold harmless the Company from any expense, liability, loss, claim or damage, including personal injuries, made by any person including those not a party to this agreement, relating in any way to the system(s) or service(s) referred to in this agreement, without regard to whether the Company was at fault. Client on its own behalf and on behalf of any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against the Company, its agents, employees and subcontractors arising out of this Agreement or the relation of the parties hereto.

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_