



A partner you trust. Experience that matters.

Thank you for your interest in establishing an account with O'Rourke Dist. Co, Inc. d/b/a O'Rourke Petroleum. Attached is our Credit Application. The completion of this form is necessary to setup your company in our system and/or assign a credit limit. Incomplete applications may delay the process of establishing your account.

Approval typically takes one to three business days once:

- We receive a complete credit application and,
- We receive agency reports and timely responses from your firm's bank and trade references and,
- We receive other information required for approval of larger lines of credit

Once a line of credit is approved, your account will be activated immediately. Setting up your account is a priority to us and your patience while we process this information is greatly appreciated.

If you need help please call Angela Dalcour, Credit Manager, at 713.255.1710 or email her at [angelad@orpp.com](mailto:angelad@orpp.com). You can also reach us at our main number 713.672.4500.

The attached form should be emailed or faxed to our Credit Department as soon as they are complete.

**Fax 713.513.5032**

**Email [creditdepartment@orpp.com](mailto:creditdepartment@orpp.com)**

We look forward to the opportunity to be of service to you!

Special Instructions



**CREDIT APPLICATION**

**APPLICANT CONTACT AND BUSINESS INFORMATION**

SALES PERSON: \_\_\_\_\_

Business name: \_\_\_\_\_

Other Trade Name: \_\_\_\_\_ Website: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent Company or Headquarters Address: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Total Sales for Prior Year: \_\_\_\_\_

Dun & Bradstreet #: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Entity Type: \_\_\_\_\_ Stock Symbol (if publically traded): \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ State Tax ID #: \_\_\_\_\_

Corporation or Government Entity: Will you furnish financial statements to O'Rourke: No: \_\_\_\_\_ Yes: \_\_\_\_\_ (Please Attach)

**PRINCIPAL OFFICERS, MANAGERS, PARTNERS OR INDIVIDUAL PROPRIETORS:** (attach additional pages, if necessary)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**BANK REFERENCES:**

Bank Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_  
Officer Name: \_\_\_\_\_ Officer Name: \_\_\_\_\_  
Account #: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**TRADE/CREDIT REFERENCES:** (Please list your largest suppliers/vendors)

Reference Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_ Account #: \_\_\_\_\_  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

I certify that I am authorized to make this request on behalf of Applicant.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Valid Driver's License # and State: \_\_\_\_\_

(Disregard for Corporations and Government Entities)

**NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION.**

The applicant described on the forgoing page ("Applicant") hereby applies for credit from O'Rourke Dist. Co., Inc., a Texas corporation ("O'Rourke") in connection with Applicant's purchase of certain products and/or services from O'Rourke. In addition to the terms set forth in any purchase order, sales contract or other agreement between Applicant and O'Rourke in connection with the purchase or products or services by the Applicant, the following terms and conditions shall apply to any sales between the parties involving the extension of credit to Applicant by O'Rourke.

### **I. Title and Purchase Money Security Interest**

Title and risk of loss passes to Applicant ("Debtor") upon delivery and/or signature of any applicable agreement, and Debtor is liable for all loss, damage to or destruction of the products upon delivery. As security for (i) the payment of any and all amounts that may now be owed or hereafter become due and owing to O'Rourke ("Secured Party") under any applicable agreement or any invoices issued hereunder and (ii) the due and timely performance of all of Debtor's obligations under such agreement (collectively, the "Obligations"), Debtor hereby grants to Secured Party a continuing lien and purchase money security interest in all, inventory, equipment and goods manufactured or distributed by Secured Party whether sold consigned or delivered, including but not limited to, all lubricants, including but not limited to, all Pennzoil, Quaker State, Shell Rotella, Aero Shell, and Ecobox packaged products, all fuels, including but not limited to all biodiesel, diesel exhaust fluid, fuel additives to improve engine performance, kerosene (non-aviation Jet A), on- and off-road diesel, specialty fuels, including ultra-low sulfur diesel, ultra-low sulfur diesel, and unleaded gasoline – all grades whether now owned or hereafter existing, arising or acquired and wherever located, together with all proceeds, accounts receivable, products, accessions, instruments, additions, attachments, improvements, substitutions and replacements of, to or for any of the foregoing (the "Collateral").

### **II. Default/Remedies**

The following shall constitute a default by Debtor: *Non-Payment*: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors. *Misrepresentation*: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements hereunder or under any applicable security agreement. Without limiting its remedies under existing law, Secured Party, may, in the event of default or material breach by Debtor, and in its sole discretion, pursue any or all of the following remedies: (a) suspend or cancel its performance hereunder, including any pending or future deliveries; (b) take possession of the collateral by entering upon Debtor's premises; (c) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing; (d) terminate any agreement between the parties without liability to Debtor; (e) seek any other cumulative remedies at law or in equity or (f) exercise any all rights and remedies available to a secured creditor under the Uniform Commercial Code. The foregoing remedies are cumulative, and may be exercised by Secured Party, in whole or in part, at Secured Party's sole discretion. The substantially prevailing party shall be entitled to its attorneys' fees, costs, and expenses (including expert expenses) in connection with any claims, causes of action or litigation.

### **III. Applicant's Authorization and Agreement**

Applicant authorizes O'Rourke to provide a copy of any all information to O'Rourke's credit insurance underwriter's agent for the sole purpose of acquiring credit insurance. Applicant certifies that the information contained in the attached credit application is true and correct and agrees to pay this account in accordance with your credit terms. In support of this application, O'Rourke is hereby authorized to obtain credit and/or financial information from Applicant's bank(s), other financial institutions or commercial firms with whom Applicant has done business. This application is the sole property of O'Rourke. It is understood that any such credit and/or financial information will be used only in consideration of this application. Upon approval of this application, it is agreed that all purchases will be paid in full in accordance with the terms of sale as agreed to with O'Rourke. In the event O'Rourke extends credit to Applicant and Applicant purchases any product from O'Rourke by submission of a purchase order or any other request, unless otherwise agreed to by O'Rourke, Applicant agrees to make full payment by EFT, within 10 days for fuel purchases and within 30 days for all other purchases, following receipt of an invoice from O'Rourke. Should Applicant not pay O'Rourke according to terms, or should O'Rourke at any time consider that conditions do not warrant shipment on the terms, for payment as agreed, O'Rourke shall have the right to change the terms of payment, withdraw credit privileges, and/or require payment, as a condition of shipment. Should Applicant not pay O'Rourke according to its terms, a service charge for late payments may be assessed at an interest rate of 1.5 percent per month (or such other rate allowable by law). Applicant further agrees to pay 33.3% collection charge, in the event of default, if the account is placed with an attorney or bonded collection agency. Venue for all disputes under the terms of this credit application or related to the sale of products by O'Rourke shall be in Harris County, Texas. Applicant certifies that it has received a copy of this application. Applicant agrees to be responsible for and pay any sales, excise, or any other taxes imposed by a government that may arise in any transactions with O'Rourke. Any Applicant that is exempt from taxes on its purchases must timely provide O'Rourke with signed documentation prior to the first delivery.

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



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### Electronic Funds Transfer Authorization Agreement

Customer Name \_\_\_\_\_

Customer or Vendor No. \_\_\_\_\_

Street Address \_\_\_\_\_

Customer, DTN, T.I.D. No., or Easy Link No. \_\_\_\_\_

P.O. Box \_\_\_\_\_

Fax \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

\_\_\_\_\_ ("Customer" does hereby authorize O'Rourke Petroleum Products to initiate debit and/or credit entries to Customer's checking account indicated below and does further authorize the depository institution named below to debit and/or credit such entries to the customer's account.

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

Bank Address \_\_\_\_\_

Bank Address \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Customer Name on Bank Account \_\_\_\_\_

Customer Bank Account Number \_\_\_\_\_

Bank Contact Person \_\_\_\_\_ Bank Telephone Number \_\_\_\_\_

This authorization shall remain in effect until terminated upon thirty (30) days written notice by Customer or O'Rourke Petroleum Products. Notice of termination shall in no way affect debit and/or credit entries initiated prior to actual receipt of notice. This EFT program can be terminated or modified by O'Rourke Petroleum Products at any time. All credit and other terms and requirements between Customer and O'Rourke Petroleum Products remain in effect.

#### **CUSTOMER AUTOHRIZATION:**

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

Printed Name \_\_\_\_\_

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

Printed Name \_\_\_\_\_

Please complete this form and return the original to our billing office.

Upon receipt of the fully executed EFT Authorization agreement, you will be informed of the effective date that drafts will begin against your account. All charges and credits to your account prior to the EFT date must be paid by check.







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# TAX WAIVER FORM

This Tax Waiver Form (hereinafter "Waiver") is made by and between O'Rourke Dist. Co., Inc. doing business as O'Rourke Petroleum (hereinafter "O'Rourke") located at 223 McCarty Dr., Houston, TX 77029 and \_\_\_\_\_ (hereinafter "Customer") located at \_\_\_\_\_ Customer is requesting an immediate delivery of product prior to consummation of all tax certification and therefore hereby agrees to either:

\_\_\_\_\_ (1) provide timely evidence of an exemption certificate; OR

\_\_\_\_\_ (2) agrees to pay and to hold harmless O'Rourke on account of any sales or excise taxes or other similar charges (however denominated) imposed by any government where the transaction or series of transactions take place with respect to the execution of this Waiver or where product(s) are received by Customer that may arise during or subsequent to (including from subsequent audit by an applicable taxing authority) any transactions hereunder.

O'Rourke reserves the right to pay any applicable tax authorities owing by Customer. To the extent any taxes to which Customer has agreed to pay arise and are paid or withheld by O'Rourke, Customer agrees to promptly reimburse O'Rourke in the full amount of the sums withheld or paid.

Except as expressly modified by the terms of this Waiver, all other terms and provisions of any current written agreement shall remain in full force and effect. By signing this Waiver, Customer warrants they are the true and correct agent of Customer and have the authority to bind Customer to this Waiver.

This Waiver, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Waiver, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Waiver. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Waiver.

**O'ROURKE DIST. CO., INC.**

\_\_\_\_\_

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

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

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

# TEXAS END USER SIGNED STATEMENT FOR PURCHASING TAX-FREE DYED DIESEL FUEL



Selling supplier or distributor: \_\_\_\_\_

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

Purchasing entity name	End user signed statement number
Address	Beginning effective date
	Taxpayer number

*If the purchaser is a division of a corporation, give the name and address of the parent corporation, not the division DBA name.*

Parent corporation name: \_\_\_\_\_

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

**PLEASE READ CAREFULLY BEFORE SIGNING**

- 1. Will you use any of this diesel fuel in a motor vehicle on public highways, streets or roads? .....  YES  NO
- 2. Will you resell any of this diesel fuel? .....  YES  NO
- 3. Will you purchase more than 10,000 gallons per month? .....  YES  NO

**If any answer is "YES," you may not legally sign this statement.**

*EXCEPTION: A purchaser using an End User Signed Statement Number to purchase dyed diesel fuel for exclusive use in oil or gas production must also furnish a Letter of Exception issued by the Comptroller to authorize the purchase of up to 25,000 gallons per month.*

**NOTE: THIS IS YOUR MASTER COPY. PLEASE RETAIN IN YOUR FILES AND MAKE COPIES AS NEEDED.**

I DECLARE THAT:

- none of the dyed diesel fuel purchased on this signed statement will be used on public highways, streets or roads;
- all of the dyed diesel fuel purchased on this signed statement will be consumed by the purchaser in Texas and will not be resold; and
- none of the dyed diesel fuel purchased on this signed statement will be delivered or permitted to be delivered into the fuel supply tanks of motor vehicles operating on public highways, streets or roads in this state.

I am aware that certain fines and criminal penalties are provided by law for giving a false diesel fuel signed statement.



For information, call (800) 252-1383 or (512) 463-4600.

Name of purchaser (Type or print) \_\_\_\_\_

By: \_\_\_\_\_  
Purchaser or authorized representative (Type or print)

Signature of authorized representative \_\_\_\_\_



Date \_\_\_\_\_