



Cash In Advance or Cash On Account Set Up Form

Date: _____

Sales Rep. _____

COMPANY INFORMATION

Customer Company Name: _____

DBA name, if applicable: _____ D & B Number _____

Parent Company, if applicable: _____

Type of entity (check one) Corporation LLC Partnership Sole Proprietorship

Billing Address: _____

City _____ County _____ State _____ Zip _____

Corporate Office Address: _____

City _____ County _____ State _____ Zip _____

Phone with area code: _____ Fax with area code: _____

Web address: _____

Federal ID Number: _____ Number of years in business: _____

Company Principals:

Name	Title	Phone	Email

Has your company, its parent, or affiliates ever filed bankruptcy? YES NO If yes, when? _____

Purchasing Agent Contact Name: _____

Purchasing Agent Phone: _____ Email: _____

Accounts Payable Contact Name: _____

Accounts Payable Phone: _____ Email: _____

PRODUCT NEEDS INFORMATION

Ship-to Address: _____

E-mail to Send Invoice:

Sales Taxes - Please check one:

Customer is an end-user of the product purchased from Colonial and sales from Colonial are taxable.

Customer is an end-user of the product and sales from Colonial are exempt from sales tax. If checked, please provide sales tax exemption form(s).

Customer is a reseller of product purchased from Colonial and sales from Colonial are exempt from sales tax. If checked, please provide sales tax exemption form(s).

Customer is a manufacturer and products purchased from Colonial are used in the manufacturing process and sales from Colonial are exempt from sales tax. If checked, please provide sales tax exemption form(s).

Other. Please explain:

Terms and Conditions

In consideration of the premises and as an inducement to establish an account relationship, the individual or entity described herein as the "Customer" does hereby agree that:

The information given herein is offered as part of a request by Buyer for an extension of credit for commercial business use and is certified, represented and warranted to be true, correct, and complete. Buyer and/or all Guarantors authorize Colonial to investigate all credit references and other sources pertaining to Buyer's and Guarantor(s)' credit and/or financial responsibility and authorizes Buyer's and Guarantor(s)' banks and trade creditors to provide Colonial with complete information for the purpose of credit evaluation. **THE GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES BY COLONIAL LOCATED AT [HTTP://COLONIALOILINDUSTRIES.COM/GTC](http://colonialoilindustries.com/gtc) ARE INCORPORATED HEREIN BY REFERENCE, MADE A PART OF THE AGREEMENT BETWEEN BUYER AND COLONIAL, AND SHALL APPLY TO AND GOVERN ALL BUYER'S PURCHASES FROM COLONIAL. SUCH GENERAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY COLONIAL FROM TIME TO TIME, AND THE TERMS AND CONDITIONS APPLICABLE TO EACH NEW PURCHASE BY BUYER WILL BE THOSE IN EFFECT ON SAID WEB PAGE UPON THE EARLIER OF BUYER'S RECEIPT OF PRODUCT, COLONIAL'S DELIVERY TO OR FOR THE BENEFIT OF BUYER OF PRODUCT, OR BUYER'S PAYMENT FOR PRODUCT. BUYER SHOULD REVIEW THE TERMS AND CONDITIONS PRIOR TO EACH PURCHASE REQUEST.** While the General Terms and Conditions may be viewed, downloaded and printed from <http://colonialoilindustries.com/gtc>, Colonial will provide a copy of the General Terms and Conditions and updates thereto upon request. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an original, and by executing and delivering this Agreement or by requesting, purchasing, receiving or paying for products or services from Colonial, the undersigned agrees to be bound hereby and by the General Terms and Conditions, as the same may be changed from time to time as aforesaid.

Buyer authorizes Colonial to maintain credit card information and process card after each delivery.

Signature	Title
Printed Name	Date

<i>COI Internal Use Only:</i>	P.O. Required? YES _____ NO _____
COI Sales Representative:	
Approved By/Date:	

COLONIAL OIL INDUSTRIES, INC. EQUIPMENT LICENSE AGREEMENT

This equipment license agreement made and entered into by and between Colonial Oil Industries Inc., a Georgia Corporation and the licensor (“COI” or “LICENSOR”), and _____, the licensee (“CUSTOMER” or “LICENSEE”). For and in consideration of the promises and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, COI and CUSTOMER agree as follows.

- 1) COI hereby grants to CUSTOMER a revocable license to use equipment listed in Attachment A or provided to CUSTOMER as part of any work or service order after the date of this agreement (the “Equipment”). The Equipment shall remain the property of COI and shall not be removed from the location delivered without the express written consent of COI. CUSTOMER, at its expense, shall pay for all permits, licenses, taxes and assessments on the Equipment and will reimburse COI in a timely manner for any such expenses paid on behalf of CUSTOMER. CUSTOMER agrees that Equipment shall be used solely for the storage and dispensing of products purchased from COI and for no other purpose.
- 2) CUSTOMER accepts delivery of the Equipment in its present condition. While the Equipment is in CUSTOMER’S possession, CUSTOMER agrees to protect the Equipment from fire, water intrusion, flood, hurricane, tornado, wind or rain damage and from vandalism, theft or mysterious disappearance. CUSTOMER is responsible for ANY damage to equipment while in the CUSTOMER’S possession. Should any of the above incidents occur to lose or destroy the Equipment or its product content, CUSTOMER agrees to replace the Equipment or pay COI for the Equipment at COI’s cost to replace the Equipment and assume responsibility for damages due to contaminated product.
- 3) THE GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES BY COLONIAL OIL INDUSTRIES INC. LOCATED AT [HTTP://COLONIALOILINDUSTRIES.COM/GTC](http://colonialoilindustries.com/gtc) ARE INCORPORATED HEREIN BY REFERENCE, MADE A PART OF THE AGREEMENT BETWEEN BUYER AND COI, AND SHALL APPLY TO AND GOVERN ALL BUYER’S PURCHASES FROM COI. SUCH GENERAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY COI FROM TIME TO TIME, AND THE TERMS AND CONDITIONS APPLICABLE TO EACH NEW PURCHASE BY BUYER WILL BE THOSE IN EFFECT ON SAID WEB PAGE UPON THE EARLIER OF BUYER’S RECEIPT OF PRODUCT, COI’S DELIVERY TO OR FOR THE BENEFIT OF BUYER OF PRODUCT, OR BUYER’S PAYMENT FOR PRODUCT. BUYER SHOULD REVIEW THE TERMS AND CONDITIONS PRIOR TO EACH PURCHASE REQUEST OR WORK ORDER. While the General Terms and Conditions may be viewed, downloaded and printed from <http://colonialoilindustries.com/gtc>, COI will provide a copy of the General Terms and Conditions and updates thereto upon request. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an original, and by executing and delivering this Agreement or by requesting, purchasing, receiving or paying for products or services from COI, the undersigned agrees to be bound hereby and by the General Terms and Conditions, as the same may be changed from time to time as aforesaid.
- 4) A fair and reasonable charge will be made for delivery of tank, pick-up of tank, service calls, parts, and labor due. Service charges shall apply to service calls including but not limited to those related to negligence or misuse of equipment by CUSTOMER. This negligence includes but is not limited to that of CUSTOMER’S employees, agents, patrons and visitors.
- 5) CUSTOMER will comply with all laws, ordinances, and regulations applicable to the Equipment or Customer’s use thereof throughout the term of this agreement, including but not limited to applicable environmental laws, rules and regulations. COI shall not be responsible for any loss, spill or release of any fuel, oil, ATF, DEF, grease, gear lube, anti-freeze, undercoating, rustproofing, or other product or things caused by or resulting from in any way any failure or malfunction of the Equipment or any use of the Equipment while in CUSTOMER’S possession or on CUSTOMER’S premises, and CUSTOMER will defend, hold harmless and indemnify COI from and against any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney’s fees. It is recommended for CUSTOMER’S own protection that the air supply be cut off from the pumps whenever they are not being used.
- 6) COI shall not be liable to CUSTOMER or CUSTOMER’S employees, agents, customers, suppliers, contractors, patrons, visitors, or to any other person whomsoever for any injury to person or damage to property on or about the CUSTOMER’S premises resulting in any way from the use or possession of the Equipment while in CUSTOMER’S

possession or on CUSTOMER'S premises. CUSTOMER will defend, hold harmless and indemnify COI from any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney's fees.

- 7) **DEFAULT, TERMINATION, REMEDIES:** Either CUSTOMER or COI may terminate this agreement at any time for any or no reason upon at least 5 days advance written notice. If one or more of the following events occur, CUSTOMER will be deemed for all purposes to be in default hereof, and COI, at its option and without any further or advance notice, will have good cause and the right to terminate this agreement, to take possession of and pick up the Equipment, and/or take such other action as may be permitted under this agreement, in equity or at law.
 - i) CUSTOMER fails to make any payment to COI within terms or files Bankruptcy.
 - ii) CUSTOMER fails to meet monthly volume throughput requirements established in Attachment A
 - iii) CUSTOMER violates or otherwise fails to comply with any material requirement imposed upon or promise made by it in this Agreement including utilizing equipment for products not purchased from COI.
 - iv) CUSTOMER (i) becomes insolvent (defined for purposes hereof as failure to meet its obligations as the same fall due); (ii) files a pleading or creates any document admitting an allegation of insolvency; (iii) makes an assignment for the benefit of creditors or applies for, consents to or suffers the appointment of a receiver or trustee for any part of its property or assets; or (iv) fails to satisfy or to appeal from any judgment or attachment within thirty days from the date of entry.
- 8) CUSTOMER shall not assign, transfer, convey or sublet any interest in this agreement or any portion hereof, without the prior written consent of COI, which will not be unreasonably withheld.
- 9) The terms and covenants in this agreement shall survive any termination of this agreement and CUSTOMER grants COI the right to enter onto the premises where the Equipment is located and remove the same upon termination.

ATTACHMENT A

In addition to any equipment delivered as part of a work or service order after the date of this agreement, the "Equipment" means and includes the items listed below, which Equipment the CUSTOMER agrees shall, at all times, reside at the location it was delivered unless prior written consent is given by COI.

Quantity	Serial Number	Description	Monthly Volume Throughput

LICENSOR:

LICENSEE:

Colonial Oil Industries Inc. _____

Name:

Name:

Signature:

Signature:

Title:

Title:

EXECUTED the _____ day of _____, 20_____