

BOC OIL COMPANY, INC.
PO BOX 41247
CHARLESTON, SC 29423
(843) 554-1125
(843) 760-6442 (FAX)

**CREDIT
APPLICATION**

The undersigned (“Applicant”) hereby requests that BOC Oil Company, Inc. (“BOC Oil”) extend credit at BOC Oil’s sole discretion and submits the following information for your consideration:

A. CREDIT INFORMATION

1) _____
Legal Name of Applicant

2) The Applicant is a corporation, partnership, proprietorship, LLC (circle one) and registered to conduct business in _____ (State).

3) Applicants’ billing address:

4) Applicant’s telephone and fax numbers:
_____ (phone)
_____ (fax)
_____ (e-mail)

5) The Applicant has been in business since _____
Applicant’s tax identification or social security number _____

6) The principals* of the Applicant are:

_____	_____	_____
(name)	(title)	(address)
_____	_____	_____
(name)	(title)	(address)
_____	_____	_____
(name)	(title)	(address)
_____	_____	_____
(name)	(title)	(address)

*(if a corporation, list all shareholders, officers, and directors)

7) The following are the Applicants' banking references, including the appropriate bank officer who may be contacted for verification, and a description of the banking relationship (i.e., depository, lender, etc.)

(a) _____
 Name of Bank Address

 Name of Bank Officer Phone Number of Bank Officer

 Describe Relationship

(b) _____
 Name of Bank Address

 Name of Bank Officer Phone Number of Bank Officer

 Describe Relationship

8) The following are a list of trade references and the terms of credit arrangements:

(a) _____
 Name of Trade Reference Address

 Person to Contact Phone Fax

(b) _____
 Name of Trade Reference Address

 Person to Contact Phone Fax

(c) _____
 Name of Trade Reference Address

 Person to Contact Phone Fax

(d) _____
 Name of Trade Reference Address

 Person to Contact Phone Fax

9) The Applicant has not filed any bankruptcy proceedings except as follows:

(name of case, court where filed, case number)

(disposition of proceeding)

10) There is no pending lawsuits, judgments, or tax liens against the Applicant except for:

(a) _____
Creditor Nature of Claim and Amount

Where Matter is Pending (i.e., name of Court) Date of Judgment or Tax Lien and Amount

(b) _____
Creditor Nature of Claim and Amount

Where Matter is Pending (i.e., name of Court) Date of Judgment or Tax Lien and Amount

B. TERMS AND CONDITIONS

11) The Applicant submits this request for credit subject to the following terms and conditions:

- (a) The Applicant hereby certifies and acknowledges that all of the above information is true and accurate as of the date of this Application, and the Applicant will supply any such additional information, which is of a material nature to BOC Oil, irrespective as to whether such information is requested by BOC Oil.
- (b) The Applicant understands that BOC Oil will be relying upon this information in determining whether to extend credit to the Applicant and such reliance shall be of a continuing nature for all future extensions of credit. BOC Oil's extension of credit shall be at its sole option and discretion and the Applicant shall not rely upon any past practices or course of dealing.
- (c) The Applicant hereby authorizes BOC Oil to obtain information directly from the Applicants' bank references, trade references, accountants, and credit reporting agencies and consents to the release and disclosure to BOC Oil of such information from each such parties.
- (d) Any credit provided to the Applicant by BOC Oil shall be paid in full within fifteen (15) days from the date of each invoice.
- (e) The undersigned agrees to pay an additional 30% of the balance outstanding should the account be in default and placed with an outside collection source.

- (f) BOC Oil makes no implied or verbal warranties, representations, or covenants as to the quality or fitness for any specific, particular, or general purpose of any products which it sells to the Applicant, except for those warranties and representations which are contained in writing and specifically expressed as to each such product or good sold to the Applicant by BOC Oil. The Applicant agrees to purchase order terms and conditions.
- (g) In the event that the Applicant claims that BOC Oil breached any warranty or representation, as to any product or good, the Applicants' exclusive remedy shall be for the actual cost of such product. In no event shall BOC Oil be held liable for any consequential losses or damages, including but not limited to, loss of profits, loss of business opportunities, and damages to persons or property.
- (h) This Application, including all terms and conditions, shall be governed in accordance with the laws of the State of South Carolina.
- (i) Any legal proceeding commenced by or against the Applicant and BOC Oil shall be venued in the County of Charleston, State of South Carolina and the Applicant consents to jurisdiction in the State of South Carolina and hereby waives any rights which it may have to a trial by jury.
- (j) These terms and conditions of this Application can only be amended, altered, modified, or changed in writing signed by BOC Oil.
- (k) If any provision of this Application is found to be unenforceable, the remaining terms and conditions shall continue to be effective.
- (l) These terms and conditions shall be binding upon the Applicant's successors, assigns, trustees, and legal representatives.

Submitted by:

 (name of applicant)

By:

 (name of individual signing for applicant)

Its:

 (signature title)

 (date)