

R.O. NUCKLES, PRES.



www.MeritOil.com

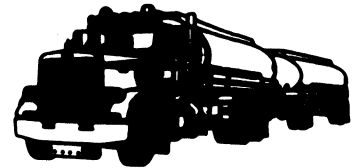
NUCKLES OIL CO. INC.  
D.B.A.

FED. I.D NO. 95-2856430



# MERIT

OIL COMPANY



GASOLINES • DIESEL FUELS • THINNERS • SOLVENTS  
KEROSENE, AUTOMOTIVE, COMMERCIAL AND INDUSTRIAL, LUBRICANTS OF FINEST QUALITY

**PACIFIC PRIDE**  
FRANCHISEE

P.O. BOX 341 • BLOOMINGTON, CA 92316-0341  
1020 W. BLOOMINGTON AVE. • BLOOMINGTON, CA 92316  
(909) 877-2651 • (800) 464-OILS • FAX (909) 877-4723  
ACCOUNTING OFFICE PHONE (909) 885-3411 • FAX (909) 884-3406



## COMMERCIAL CUSTOMER INFORMATION - PLEASE PRINT

Salesman \_\_\_\_\_

Date \_\_\_\_\_

### Section 1: Information about your company

Full Company Name	Phone #	Fax#
Mailing Address	City	State Zip
Delivery Address	City	State Zip
Home Office Address	City	State Zip
Purchasing Contact	Phone#	Accounts Payable Contact Phone#

Estimated Monthly Usage: Fuel: \_\_\_\_\_ Oil: \_\_\_\_\_ Other: \_\_\_\_\_  
Are you presently a Pacific Pride Cardholder? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If you are not a Pacific Pride Cardholder, would you like cards sent to you? \_\_\_\_\_ Yes \_\_\_\_\_ No

### Section 2: Credit References & Current Fuel Supplier

Bank Name and Address	City	State	Zip
Bank Contact	Account #	Phone #	
Current Fuel Supplier	Account #	Phone #	Fax #
Trade Reference	Account #	Phone #	Fax #
Trade Reference	Account #	Phone #	Fax #
Trade Reference	Account #	Phone #	Fax #
Trade Reference	Account #	Phone #	Fax #
Trade Reference	Account #	Phone #	Fax #

Company Name \_\_\_\_\_

Date of Application \_\_\_\_\_

This will give authorization to release any information necessary toward processing of an account application with Merit Oil Company. This information will be kept strictly confidential.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Section 3: Principal Information (must be completed by applicant)**

**PRINCIPALS OF THE COMPANY**

Name \_\_\_\_\_ Position \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Driver's License Number \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I certified that I am the person named above. As a principal of \_\_\_\_\_  
I authorize and request Merit Oil Co. to consider my personal credit in conjunction with this application for my company's account.

X \_\_\_\_\_  
Signature

Name \_\_\_\_\_ Position \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Driver's License Number \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I certified that I am the person named above. As a principal of \_\_\_\_\_  
I authorize and request Merit Oil Co. to consider my personal credit in conjunction with this application for my company's account.

X \_\_\_\_\_  
Signature

Name \_\_\_\_\_ Position \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Driver's License Number \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I certified that I am the person named above. As a principal of \_\_\_\_\_  
I authorize and request Merit Oil Co. to consider my personal credit in conjunction with this application for my company's account.

X \_\_\_\_\_  
Signature

**Section 4: Legal Structure**

CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED

\_\_\_\_\_ Single Entity (Not a Subsidiary) \_\_\_\_\_ Subsidiary of Parent Company \_\_\_\_\_ Corporation State \_\_\_\_\_  
(see Section 4) \_\_\_\_\_ Address of Parent Company \_\_\_\_\_ Art. of Incorporation # \_\_\_\_\_  
\_\_\_\_\_ Partnership \_\_\_\_\_ Date Incorporated \_\_\_\_\_  
(see Section 4)

**Federal ID. #** \_\_\_\_\_ Type of Business? \_\_\_\_\_  
How long in Business? \_\_\_\_\_

If in business less than one year, attach a list with names and addresses of employers for last five years.  
Have you ever filed Bankruptcy? \_\_\_\_\_ When? \_\_\_\_\_ Where? \_\_\_\_\_

In order to induce MERIT OIL COMPANY to grant financial accommodations to or permit charging of products by or extend credit or otherwise become the creditor of \_\_\_\_\_

(Hereinafter called "The Customer"), the undersigned hereby personally guarantees to MERIT OIL COMPANY the payment, when due, of every claim (including but not limited to service charges, reasonable attorney's fees and costs) of MERIT OIL COMPANY which may hereafter arise in favor of MERIT OIL COMPANY against the Customer. This is a continuing guaranty and shall remain in full force until revoked by the undersigned by notice in writing to MERIT OIL COMPANY but such revocation shall be effective only as to claim of MERIT OIL COMPANY which arise out of transactions entered into after its receipt of such notice. This obligation shall cover the renewal of any claims guaranteed by this instrument or extensions of time payment thereof, and shall not be affected by any surrender or release by MERIT OIL COMPANY of any other security held by it for any claim hereby guaranteed.

The undersigned agrees to pay all charges within ten (10) days of the date of billing and, in the event said charges are not so paid, then the undersigned agrees to pay MERIT OIL COMPANY a service charge of 1 1/2% per month (18% per annum) on the unpaid balance for all charges not paid within ten (10) days of the date of billing. MERIT OIL COMPANY may at its option, refuse to permit charges to be incurred on the account. Delivery of product to the undersigned's facilities or trucks may be made without obtaining signatures upon delivery. The undersigned agrees that, if the undersigned's account is referred for collection to an attorney, the undersigned will pay reasonable attorney's fees and costs of collection.

Customer also agrees, in the event that Customer issues a non-sufficient funds check, even on a timely basis, that this will constitute non-payment of the invoice(s) and the monies due on the invoice(s) in question will be according to the date satisfactory payment is received by MERIT OIL COMPANY along with a \$25.00 service fee for each NSF check. Payment of Customer's invoice will be upon receipt of Customer's check by MERIT OIL COMPANY not by the date of the check or the mailing date. Customer also understands that all payments correspondence are to be sent to MERIT OIL COMPANY, P.O. Box 341, Bloomington, CA 92316.

1. Do you currently owe any state or federal taxes for years prior to the current tax year? Yes \_\_\_\_ No \_\_\_\_
2. Are there any judgments for money outstanding against you? Yes \_\_\_\_ No \_\_\_\_

Print Name _____	Print Name _____	Print Name _____
Address _____	Address _____	Address _____
Signature _____	Signature _____	Signature _____
Corporate Officer _____	Corporate Officer _____	Corporate Officer _____

#### ADDITIONAL TERMS FOR CARDLOCK USE

1. Purchases will be for vehicles and operated by the Purchaser.
2. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
4. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage which cardlock cards delivered to Purchaser hereunder.
5. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however Supplier shall not be responsible for any damage or loss that may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
6. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon the breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owed to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owed to Supplier are paid in full.
7. In the event of a breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owed to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier then such further sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
8. In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters.
9. All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
10. A \$25.00 handling fee will be charged for all checks returned from the bank for any reason.
11. Receipts or cancelled checks evidencing advance payment to Supplier will serve as Purchaser's documentation that title to the specified product(s) has passed to Purchaser upon making said payment.
12. In order to sustain advance payment account, Purchaser will not use said advance as a credit, but will pay all charges as they appear on semi-monthly statements. The advanced payment will then be carried over, giving continuing Title to the product(s) represented in this Agreement. Failure by Purchaser to pay on or before first billing date following date of statement may cause termination of this Agreement.
13. Purchaser shall notify Supplier promptly of any loss or theft of Supplier's charge cards. In the event of any loss or theft of such cards, Purchaser agrees to pay a lockout fee of \$\$5.00 per card plus \$2.00 for each card replaced.
14. Either party upon written notice given to the other may terminate this Agreement. Upon termination Purchaser shall be refunded the advance payment if any, less all balances due to Supplier.
15. This Agreement, and all rights and obligations of the parties hereto is covered by and shall be subject to the laws of the State of California, any Act of Congress or the President of the United States and any decree, regulation or ruling of any agency of the United States Government.

IT IS THE CARDHOLDER'S RESPONSIBILITY TO MONITOR NON-TAX CARDS FOR PROPER USE.

X \_\_\_\_\_  
Signature Corporate Officer Title Date

# CALIFORNIA RESALE CERTIFICATE

Customer Account Number

(Name of Purchaser)

(Address of Purchaser)

I HEREBY CERTIFY: That I hold valid seller's permit No. \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law; That I am engaged in the business of selling

(Please be specific)

that the tangible personal property described herein which I shall purchase from:

**NUCKLES OIL COMPANY, INC. dba MERIT OIL COMPANY**

will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.

Description of the property to be purchased:

**"ONLY"** the items marked with an "X" will be considered sold in "Good Faith" (BOE, Regulation 1666, section D) for the purpose of resale and not subject to sales tax.

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> Gasoline   | <input type="checkbox"/> Greases            |
| <input type="checkbox"/> Diesel     | <input type="checkbox"/> Accessories        |
| <input type="checkbox"/> Lubricants | <input type="checkbox"/> Chemicals/Solvents |
| <input type="checkbox"/> Oils       | <input type="checkbox"/> Hydraulic Fluid    |

Date: \_\_\_\_\_ 20 \_\_\_\_\_

(Signature of Purchaser or Authorized Agent)

Print Phone #

(Please print your name below signature)

(Title)

# DYED DIESEL FUEL EXEMPTION CERTIFICATE

\_\_\_\_\_  
Name of Purchaser or Purchasing Company

\_\_\_\_\_  
Address of Purchaser or Purchasing Company (no p.o.'s please)

\_\_\_\_\_  
IRS & SBOE Tax Identification Number or Social Security Number

The undersigned buyer hereby certifies that the DYED DIESEL FUEL purchased from Merit Oil Company will be used for the non-taxable purpose specified below: (CHECK ONE)

- Use of a farm for farming purposes
- Exclusive use of a state or local government
- Use in a vehicle owned by an aircraft museum
- Exclusive use of the American Red Cross
- Use in a boat employed in commercial fishing or transporting persons or property for compensation or hire or any other trade or business, unless the boat is used predominantly for entertainment, amusement, or recreation.
- Use in a school bus or the exclusive use of a nonprofit educational organization
- Use in a qualified bus
- Use in a highway vehicle that is not registered and is not required to be registered under the laws of any state or foreign country (such as specially designed mobile equipment and construction, mining, manufacturing, processing, farming, drilling, timbering, or other such specially designed equipment).
- Use in a vehicle owned by the United States that is not used on a highway
- Use in a vessel of war of the United States or any foreign nation
- Use other than as a fuel in a propulsion engine of a diesel-powered vehicle or diesel powered boat (such as home heating oil, use in stationary engines, or separately-powered motor to run a refrigeration unit, pump, generator or mixing unit.)

The buyer acknowledges that in the event any dyed diesel fuel purchased for the use described above is used for a purpose or purposes other than is designated on this certificate, the buyer will be required to report and pay tax under United States and California Diesel Fuel Tax law.

The buyer understands that fraudulent use of this certificate will subject the buyer to payment of the taxes owed and any penalties on each transaction. The penalty is the greater of \$1000 or \$10 per gallon of the dyed diesel fuel involved. After the first violation, the \$1000 portion of the penalty increases depending on the number of violations. If the penalty is imposed, each officer, employee or agent of a business entity who willfully participated in any act giving rise to the penalty is jointly and severally liable for the penalty.

\_\_\_\_\_  
Signature of Purchaser/Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date