



ANEW[®]
COMMERCIAL CARD ACCOUNT

Mail to: Anew
P.O. Box 200
Zeeland, MI 49464

Fax to: Anew Credit Dept., 616.522.5924
Email to: credit@anewtc.com

Company _____
Mailing Address _____ City _____ State _____ Zip _____ Phone _____
Accts Payable Contact _____ Federal Tax ID No. _____

**ANEW WILL NOT BE RESPONSIBLE
FOR FEDERAL OR STATE GASOLINE TAX
REFUNDS FOR TAX-EXEMPT CUSTOMERS**

Exempt from state sales tax? Yes No
If yes, what state? _____
(If yes, a sales tax exemption certificate must accompany this application)

Type of entity (Check one)

- | | | |
|---|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Fed. Govt. Agency or Unit |
| <input type="checkbox"/> State Govt. Agency or Unit | <input type="checkbox"/> School District | <input type="checkbox"/> City Govt. Agency or Unit |
| <input type="checkbox"/> Public Utility | <input type="checkbox"/> County Govt. Agency or Unit | <input type="checkbox"/> Other (specify) |

Nature of business activity _____ Number of cards requested _____

Please note: It is not required to include each individual's name on the cards. However, it is an option, and each cardholder can be assigned their own specific PIN number by filling out the section below. If you would like the business name only, please leave this section blank.

Individual Names on Card

Name (please print)	PIN	Name (please print)	PIN	Name (please print)	PIN
1. _____	2. _____	3. _____	4. _____	5. _____	6. _____
7. _____	8. _____	9. _____	10. _____	11. _____	12. _____
13. _____	14. _____	15. _____	16. _____	17. _____	18. _____

Options available for odometer/vehicle prompting: Odometer only Vehicle only Both PIN #

You agree and understand that the vehicle I.D. number and mileage tracking provision is designed solely for vehicle use and tracking purposes and is not intended nor shall you expect it to be used for any type of security service to locate any vehicle or make any guarantees that the card is being used by an authorized driver of the vehicle.

	Name	Position/Title/Interest	Address	City	State	Zip
Officers/ Partners/ Owners of Applicant:	_____	_____	_____	_____	_____	_____

Anew CHARGE CARD PLAN AGREEMENT

The Company, organization or entity named on the attached Anew Commercial Card Account Application as the applicant ("Company") hereby requests that Borculo Fuel Services, LLC dba, Anew to open a Anew Card Account ("Account") for use by the authorized users of the Company and that it issue Anew Charge Cards ("Cards") on such Account to the vehicles specified by number and/or individuals named on the reverse side of this application and to any additional individuals and vehicles designated in the future in writing to Anew as authorized users.

The Company agrees that if an Account is opened and Cards issued pursuant to this application, the Account, all credit extended thereunder, the Cards, and all Anew Charge Card transactions entered into by the use of such Cards shall be governed by the Anew Card Agreement set forth below and accompanying such Cards, and by the supplemental terms set forth herein.

The Company further agrees that it shall be liable for repayment of all credit granted under the Account as a result of the use of the Cards by any of the individuals assigned to and authorized to use the card, and by any other individuals for whom authorization is subsequently requested in writing by the representative identified on this application, or by any other individuals having possession of the Cards and having actual, implied, or apparent authority to use them. Subject to any rights it may have under the Fair Credit Billing Act, or other applicable law or regulation, the Company agrees that it shall also be liable for any advances made on the Account as a result of any unauthorized use of the Cards prior to the time Anew receives notification of the loss, theft, or unauthorized use of such Cards. Such liability for unauthorized use shall not exceed the sum of \$50.00 however, unless ten or more Cards have been issued on the Account as of the date of such unauthorized use; in the event ten or more such Cards have been issued, then notwithstanding any agreement of the parties or any statement of disclosures given by Anew to the contrary, Company agrees that there shall be no \$50.00 limitation on its liability, and that the Company shall be liable for repayment of all advances made on the Account as a result of any unauthorized use of the Cards prior to the time that the loss, theft or unauthorized use has been reported to Anew.

In this Agreement, "Card" refers to each of the Anew Cards that accompany this Agreement. "We" or "Us" refers to Anew, Zeeland, Michigan 49464. "You" refers to the entity in whose name the application attached hereof (the "Company") is made and to whom a Card is issued, and each individual whose name appears on your Card. By signing, using or consenting to the use of your Card, you agree to the following terms and conditions.

- At your request, we have established an Anew Charge Card Account ("Account") for you and have issued your Card to you. The terms and conditions in this Agreement govern your Card, your Account and all credit extended under this Agreement. The Card is our property, and you must surrender it to us upon our request. We may cancel your Card, your Account and your credit privileges at any time.

2. You agree that you are responsible for all credit extended by us on your Account, whether through the use of the Card by you or anyone authorized by you. You agree to repay all such credit, finance charges, other charges and fees, as provided in this Agreement. You also agree to pay all collection charges we actually incur in the collection of amounts you owe to us under this Agreement (including the charge of any collection agency to which we refer your Account), to the extent permitted by applicable law. In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including reasonable attorneys' fees, to the extent allowed by law.
3. Any credit we extend to you is referred to herein as an "Advance". We agree to make Advances to pay for purchases of goods and services from any authorized retailer (an "authorized retailer" is one who does business under the Anew trade name).
4. We will send you a statement that will show all Advances, payments and other transactions on your Account during the current billing period. Each statement will show the total amount ("New Balance") that you owe us at the end of the billing period as a result of Advances, finances charges, fees and other charges on your Account. You agree to pay to us on or before the "Due Date" shown on each statement.
For purposes of this Agreement the "Current Statement" refers, at any given time, to the most recent statement that we have sent you; the "Current Billing Period" refers to the billing period covered by the Current Statement; and the "Previous Statement" refers to the monthly statement immediately preceding the Current Statement.
Each Advance for purchase of goods and services will be posted to your Account when evidence of the purchase is received by our data processing center. The "billing date" of each Advance is the "Transaction Date" shown on the statement that first reflects the posting of that Advance.
5. Subject to the conditions set forth below, you agree to pay a FINANCE CHARGE at the periodic rate of 1 1/2% per month (an ANNUAL PERCENTAGE RATE OF 18%) on that portion of the New Balance consisting of Advances not paid by the Due Date indicated on the current statement.
An Advance posted to your Account during the Current Billing Period never incurs a Finance Charge prior to its Due Date. Each such Advance incurs a Finance Charge from its Due Date until it is paid. The total Finance Charge charged to your Account each period will be shown on each statement. You may prepay the balance of your Account in full or in part at any time. The imposition, collection, or payment of a Finance Charge on your Account does not, however, alter or avoid your obligation to pay the entire New Balance shown on each statement by the Due Date. Anew may at any time close your Account, revoke your Card, and demand immediate payment in full, as provided in paragraph 8, below, and will automatically do so if any portion of a New Balance shown on a statement remains unpaid thirty (30) days after the Due Date.
6. All payments we receive on your Account shall be applied in the following order: (a) to balances of Advances posted to your Account prior to the Current Billing Period, (b) to Finance Charges previously billed, (c) to balances of Advances posted to your Account during the Current Billing Period. Any credits we receive on your Account will be applied first to balances of Advances posted to your Account during the Current Billing Period and prior to the posting date of the credit and then to any other balances owing.
7. To the extent allowed by law, we will charge \$25.00 to your Account for each check or other similar instrument sent to us as payment on your Account, which is returned to us unpaid.
8. We may, at any time, without liability to you and without affecting your obligation to repay all amounts you owe us, cancel any credits available to you, close your Account, demand immediate payment in full of your indebtedness to us under the Account and revoke your Card. You agree, upon our demand, to immediately repay your indebtedness and surrender your Card to us. You agree that, even if your Card is revoked, you will remain responsible for all obligations which you have incurred under this Agreement.
9. The Company also agrees that the application, request and agreements shall remain in full force and effect until written notice of the amendment, rescision, or termination thereof has been delivered to and receipted for by Anew.
10. Your Card is not transferable.
11. No cash refunds will be made. Refunds for merchandise or service obtained through the use of your Card will be made only through authorized Anew Charge Card credit transactions.
12. The credit extended under this Agreement is not secured by any collateral even if other agreements which you have executed would otherwise secure it. We waive, but only with respect to indebtedness arising under this Agreement, any security interest which may otherwise secure indebtedness arising under this Agreement. However, we do not waive the lien of any judgment which may be obtained in the enforcement of this Agreement. Notwithstanding anything to the contrary herein, Anew, in its sole discretion, may request personal guaranties with respect to the company's indebtedness and may rely on any such personal guaranties obtained.
13. We may delay enforcing our rights under this Agreement without waiving those rights. Our failure to exercise any of our rights does not mean that we are unable to exercise those rights at a later time. We may accept late or partial payments, as well as payments marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.
14. Your Card is issued in Zeeland, Michigan and all Advances will be deemed to have been made in the State of Michigan. This Agreement, your Card, your Account and all transactions hereunder are governed by and construed in accordance with the laws of the State of Michigan. Any action to enforce this Agreement, collect on your Account or recover your Card or to obtain a judgment against you for any amount owing hereunder may be commenced in the IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES. ALL MATTERS LITIGATED BY OR BETWEEN THE PARTIES THAT INVOLVE THIS AGREEMENT OR ANY RELATED MATTER HEREUNDER SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN OTTAWA COUNTY, MICHIGAN, and the parties consent to the jurisdiction of this Court over the parties and agree that the service of process as provided by the statutes and rules of civil procedure for Michigan for non-resident persons or foreign corporations deemed doing business in Michigan shall be sufficient. This invalidity of any other term or condition of this Agreement will not affect the validity of any other term or condition. We have the right to modify this Agreement in whole or in part at any time as to your existing Account balance and all subsequent indebtedness and transactions on your Account, by mailing written notice of the modification to you at your address as it appears on our records.
15. You agree that we may at any time assign and transfer your Account, this Agreement, and our rights and obligations under this Agreement to another person without your consent or notice to you. Persons to whom we assign your Account and this Agreement shall be entitled to all of our rights under this Agreement.
16. We reserve the right to amend the terms of this Agreement at any time. If we do so, we will provide you with the notice of the changes at your address shown on our records. Any amendment will become effective at the time we state in our notice to you, subject to the provisions of applicable law. To the extent permitted by applicable law, the amended Agreement (including any higher finance charge or other charges) will apply to the entire unpaid balance existing on your Account before the amendment became effective.
17. If a card is lost or stolen, we must be notified at once. We should also be notified if you think someone used your Card without your authorization. We may be notified by letter at the following address: Anew, 6398 96th Ave., Zeeland, MI 49464 or such address of which we may subsequently notify you. You may also notify us by telephone by calling (616) 875-7700. You agree to give us complete cooperation in our efforts to recover any stolen Card and amounts due from unauthorized users and in prosecuting unauthorized users.
18. The Company further acknowledges and agrees that this Application and the Agreements which will follow from its acceptance are made and entered into for a bona fide business purpose, for the convenience and assistance of its employees, owners, partners, officers, representatives, or agents to whom the Company may request issuance of a Card, in carrying out their duties on behalf of the Company, and that the Company is not a consumer, as that term is defined in Federal or applicable State laws and regulations governing the extension of credit or the issuance and use of credit cards and related accounts, and that this transaction is not a consumer credit transaction and is not entered into for a personal, family, household, or other consumer purpose. The Company represents, warrants, and agrees that this account will be solely used for business and commercial purposes and NOT for any personal, family, or household purposes.
19. If the Company is an organization exempt from payment of Federal or State gasoline taxes, then the Company understands and agrees that Anew will not be responsible for filing of refund applications for such taxes on behalf of the Company, If the Company is exempt from payment of state sales tax, then the Company agrees to provide Anew immediate notification of any change in its exempt status. The individual signing below represents and warrants that he/she is duly authorized to execute this application, to respond to the above requests, and to enter into the agreements set out above and the attached Company Account Agreement, on behalf of the Company, and certifies that the financial statement of the Company submitted with this application accurately reflects the current financial condition of the Company. In the event any of such representations and warranties made by the undersigned prove to be untrue or inaccurate, or are breached in any material way, then the under-signed, in addition to the Company, shall be liable for all obligations and liabilities arising under or with respect to the Account or the Cards, including, without limitation, all obligations and liabilities purportedly undertaken by the Company herein or on the reverse side. Anew is authorized to verify the credit history of the Company and to answer questions about Anew credit experience with the Company. It is further agreed that Anew may retain this application whether or not it is approved.
20. Anew, from time to time, in its sole discretion, may offer a discount upon certain invoices for prompt payment. If such offer is made, the terms and conditions of the offer will be set forth on each invoice. If the company elects to take advantage of such offer, payment must be made within the time set forth on each invoice.

Submitted by: _____

 Company Authorized Rep. Title Date

The Federal Equal 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 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 the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please call or send a written request within 60 days of the date you are notified of the decision to Anew, PO Box 200, Zeeland, MI 49464. Anew will send a written statement of reasons for the denial within 30 days of receiving your written request for statement.