



CONFIDENTIAL CREDIT APPLICATION

Please complete all sections online or print and return to:

Anew
P.O. Box 200 • Zeeland, MI 49464
800.748.0595 • 616.772.9042 • Fax: 616.522.5924

Please check one: Corporation Limited Liability Company Partnership Sole Proprietor Other

Individual, company, farm or business name _____ (“Applicant”)

Address _____

For individual and
partnership farm accounts

Billing address, if different _____

Years at current address _____

Date of birth _____

Soc. Security # _____

Phone: () _____ Fax: () _____

Driver’s license # _____

DUNS #: _____ Federal ID # _____

State of license # _____

Desired line of credit _____

Full names of shareholders, directors and officers, members and managers, partners or proprietor(s)

Name	Title	Address	City/State/Zip

Bank references

Bank name _____ Checking acct # _____

Address _____ Savings acct _____

City _____ Contact _____

State & Zip code _____ Phone No.: _____ Fax _____

Trade references

Company name _____

Company name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____ Fax _____

Phone _____ Fax _____

Company name _____

Company name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____ Fax _____

Phone _____ Fax _____

Company name _____

Company name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____ Fax _____

Phone _____ Fax _____

SALES OR USE TAX EXEMPTION

Applicant certifies that the purchase of products by Applicant from Borculo Fuel Services, LLC is exempt from sales and use taxes. Applicant certifies that Applicant holds a valid tax permit/exemption certificate number _____ issued by the State of _____ under the applicable sales and use tax laws. Applicant understands that if for any reasons the purchased items are subject to a sales or use tax, Applicant shall report and pay tax on the purchase amount.

Date

Signed: _____
Print Name: _____
Title: _____

SECURITY AGREEMENT

Applicant grants to Borculo Fuel Services, LLC a continuing (a) purchase money security interest in all inventory now or in the future purchased by Applicant from Borculo Fuel Services, LLC, and (b) a security interest in all of Applicant's equipment, fixtures, inventory, accounts, contract rights, chattel paper, instruments, investment property, general intangibles, letters of credit, and deposit accounts, now or in the future acquired, together with all proceeds of such property, to secure payment and performance of all obligations and indebtedness of Applicant now and in the future owing to Borculo Fuel Services, LLC. Applicant authorizes the filing of a financing statement evidencing this security interest. Applicant shall reimburse Borculo Fuel Services, LLC on demand for all attorney fees and other expenses that Borculo Fuel Services, LLC incurs in protecting and enforcing its rights under this security agreement.

Date

Signed: _____
Print Name: _____
Title: _____

PERSONAL GUARANTEE

The undersigned personally guarantees prompt payment when due of the Applicant's account and all other present and future indebtedness owing by Applicant to Borculo Fuel Services, LLC. If there is more than one guarantor, this guaranty is joint and several. It is understood that credit would not be extended to the Applicant without this guarantee of payment.

Date

Signed: _____
Print Name: _____
(DO NOT INCLUDE TITLE WITH THIS SIGNATURE)

Date

Signed: _____
Print Name: _____
(DO NOT INCLUDE TITLE WITH THIS SIGNATURE)

Please Attach a Copy of Your Current Balance Sheet and Income Statement

Applicant represents and warrants that the information set forth in this credit application (including any attachments such as financial statements) is true, accurate, and complete in all respects. In support of this credit application, Borculo Fuel Services, LLC is authorized to obtain credit and/or financial information from banks, other financial institutions or commercial firms with whom Applicant has done business. **Applicant agrees that the Terms of Sale included with this credit application will apply to all purchases made by Applicant from Borculo Fuel Services, LLC, whether on credit, by cash on delivery, or by any other method, and that the Terms of Sale will apply regardless of any different or additional terms on any purchase order or other form that Applicant might send.**

A copy of this credit application shall be deemed the equivalent of the original and may be used as such.

Applicant makes this credit application as of the date specified below. This credit application is subject to review and written approval by Borculo Fuel Services, LLC.

Applicant's signature and title

Date

Applicant's signature and title

Date

PLEASE DO NOT WRITE BELOW THIS LINE

References checked by _____

Credit approved by _____

Reference results _____

Credit amount approved _____

Credit refused by _____

Date of final credit review _____

TERMS OF SALE

BETWEEN: _____ AND: Borculo Fuel Services, LLC d/b/a Anew 
("Customer") ("Anew")

The Customer is applying for a credit account (the "Account"). If this application is accepted by Anew, the Account and all sales shall be subject to the following terms and conditions:

1. AMOUNTS CHARGED TO ACCOUNT.

- (i) All purchases made from Anew by the Customer on credit, and all interests and costs payable by the Customer with respect to such purchases, may be charged to the Account according to the amount and the due date appearing on the invoice relating to such purchases ("the Invoice").
- (ii) For the purposes of these Terms of Sale, all purchases not paid for on a cash on delivery basis shall be deemed to be credit purchases subject to the terms of these Terms of Sale.

2. PAYMENT TERMS.

- (i) Each Invoice must be paid by the Customer to Anew in United States currency by the due date appearing on the Invoice, or if no due date is specified then within thirty (30) days from the date of the Invoice. If at any time Anew determines that Customer's financial condition or credit rating does not justify a sale on credit or if Customer is at any time in default in payment of any indebtedness or performance of any obligation that Customer owes to Anew, then Anew may in addition to any other remedies provided in these Terms of Sale require advance payment or may ship C.O.D.
- (ii) Any Invoice which remains unpaid by the Customer at the due date will be considered delinquent and interest will be added to the delinquent amount in the Account until the total amount of the Invoice, including but not limited to interest, is paid in full. Interest will be calculated at one and a half percent (1.5%) per month, eighteen percent (18%) per year, on the unpaid principal balance of the Account, unless such interest rate shall exceed the maximum rate allowed by law, in which case the interest rate shall be the maximum rate allowed by law.
- (iii) In the event the Customer is in default in payment of an Invoice by its due date, Anew may terminate or amend these Terms of Sale or the terms of any Invoice and demand immediate payment of all amounts owing to Anew by Customer.
- (iv) In the event the Customer becomes insolvent, if a petition in bankruptcy is filed by or against the Customer, if a seizure or levy is made against the Customer's assets, if any type of receiver is appointed for the Customer's assets, or if in Anew's reasonable opinion it is possible that the Customer is not or will not be able to discharge the Customer's duties or the Customer's obligations to Anew, Anew may, without prejudice to its other rights and remedies, without notice, cancel all pending orders and declare the Account due in full and immediately payable.
- (v) All judicial and extra judicial fees, charges and disbursements, including but not limited to attorney and other professional fees, along with any administrative cost and disbursement incurred by Anew to recover amounts due by the Customer, will be charged to the Customer and added to the Account.
- (vi) In the event one of the Customer's payments is refused by any financial institution for any reason, Anew may exercise any of the rights provided for in this Section 2 and may, in addition, charge a fee of up to fifty and 00/100 dollars (\$50.00) to the Account for each payment so refused.
- (vii) Payment shall be mailed to Anew at P.O. Box 200, Zeeland, Michigan 49464.

3. FINANCIAL INFORMATION. Customer authorizes Anew to obtain credit and financial information concerning Customer at any time and from any source, including but not limited to financial institutions, trade credit references and credit reporting agencies. Customer consents to Anew's use of such information in connection with any decision to extend or terminate credit to Customer. At Anew's request, Customer shall provide financial statements and such other financial or other pertinent information of the Customer, in order to allow Anew to evaluate Customer's financial condition or any other matter related to Customer's business. Customer agrees to release and hold harmless Anew from, and indemnify Anew for, any claims or liabilities in connection with such credit, financial and other pertinent information.

4. AGREEMENT. If Customer has not otherwise agreed to these Terms of Sale, then Customer's acceptance of delivery of, or payment for, the goods sold to Customer (the "goods") or the services supplied to Customer (the "services") shall constitute Customer's agreement to these Terms of Sale. Anew objects to and will not agree to any terms that are additional to or different from these terms. Terms that are printed on or contained in a purchase order or other form prepared by Customer, and any terms specified by the Customer in a different way (whether spoken, typed, hand written or printed) that changes, modifies, enhances, differs or adds to these Terms of Sale, which are additional to, in conflict with or inconsistent with these Terms of Sale shall be considered inapplicable and shall have no force or effect.

5. PRICE INCREASES. Anew shall have the right to increase its prices at any time upon notice to Customer to reflect any unusual or unforeseen increase in Anew's costs, including but not limited to any increase in the cost of materials. Customer may not offset or recoup any claim against amounts due Anew.

6. TAXES. Anew's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, and Customer shall be liable for all such taxes, whether or not Anew invoices Customer for them.

7. UNAVOIDABLE DELAY. If Anew is not able to deliver the goods to Customer, or to perform the services, on time because of anything Anew cannot control (such as casualty, labor trouble, accidents, unavailability of supplies or transportation), then the estimated delivery or performance time shall be extended accordingly, and Anew shall not be liable to Customer for any damages caused by the delay.

8. LIMITED WARRANTY; REMEDIES.

(i) **Goods.** Anew warrants to Customer that any goods sold by Anew will be free from defects in material or workmanship under normal and intended use and service for a period of one (1) year from the date of delivery of the goods, except that the goods shall not be defective to the extent that they are damaged due to the method or length of time of storage by Customer, or to any alleged defect that results from damage, physical abuse, vandalism, misuse, alterations, modifications or additions made without Anew's prior consent, exposure to water or corrosive liquids or other substances, exposure to excessive cold or heat, or use other than intended by Anew. In the event of a defect in any goods constituting a breach of this warranty, Anew will at its option either (a) replace such goods free of charge, or (b) in lieu of replacement, refund to Customer the original purchase price less the reasonable value of Customer's use of the goods. Anew shall furnish to Customer instructions for the disposition of the defective goods. Anew shall have the option of requiring the return of the defective goods, transportation prepaid, and proof that the goods were not used, altered or subject to misuse or abuse to establish the claim. No goods shall be returned to Anew without its prior consent. The acceptance of any goods returned to Anew shall not be deemed an admission that the goods are defective or in breach of any warranty, and if Anew determines that the goods are not defective they may be returned to Customer at Customer's expense. This paragraph sets forth Customer's sole and exclusive remedies for any defect in the goods. The rights and obligation under this warranty may not be assigned or delegated to a third party by Customer without the prior written permission of Anew. Neither Customer nor any other person may modify or expand this warranty, waive any of the limitations, or make any different or additional warranties with respect to the goods. Any statements to the contrary are rendered null and void unless expressly agreed to in writing by an authorized officer of Anew.

(ii) **Services.** If a service provided by Anew to Customer proves to be defective (as defined below) within one (1) year after Anew performs the service, then Anew shall, at its option, either re-perform the service, at Anew's expense, or refund to Customer the price that Customer paid to Anew for that part of the service that was defective. A service shall be considered defective if it is found by Anew to have failed to meet the standards in Anew's industry and if that failure materially impairs the value of the service to Customer, except that if Customer shall have approved or furnished to Anew specifications for the service, then the service shall not be considered defective to the extent it conforms to the specifications. This paragraph sets forth Customer's sole and exclusive remedy for any defect in the service.

9. WARRANTY LIMITATIONS. EXCEPT AS STATED IN SECTION 8, Anew DOES NOT MAKE ANY WARRANTY AS TO THE GOODS OR SERVICES AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Customer is solely responsible for determining the proper application and use of the goods and services. Anew shall not have any tort liability to Customer with respect to any of the goods or services and shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages that arise from any product defect, delay, non-delivery, recall or other breach, including but not limited to such damages arising out of personal injury, death, property damage, lost profits or other economic injury. Anew shall not be liable to Customer or any other person in tort for the omission of any warning, or for the negligent performance of the services. Neither Customer nor any other person may modify or expand this warranty, waive any of the limitations, or make any different or additional warranties with respect to the goods or services. No statement to the contrary shall bind Anew unless made in a writing signed by an authorized officer of Anew. Customer shall not have any right of rejection or of revocation of acceptance of the goods or services.

10. SOLVENCY AND SECURITY INTEREST. Customer represents that Customer is solvent. Customer grants to Anew a security interest in and the right of repossession of the goods, including but not limited to a purchase money security interest, until full and final payment for the goods and services (including but not limited to notes and collection costs) has been made. In the event of default in any payment due from or in the performance of any obligation of Customer to Anew, the Account shall be due and payable in full on demand by Anew, and Anew may at Anew's option either (i) recover the full amount unpaid and repossess the goods and all additions to them, wherever found, free from all claims whatsoever; or (ii) treat the contract between Anew and Customer as void and retain all payments made. Anew shall not be liable to Customer nor shall Anew be subject to any legal proceedings, criminal or civil, for Anew's acts in such repossession. Anew shall not be liable to Customer for the repayment of any money paid as part payment for the goods. Customer agrees to execute any necessary instruments to perfect Anew's security interest in the goods and Anew shall have the benefit of the applicable Uniform Commercial Code and the remedies thereunder. Pursuit of any right reserved by Anew or granted by law shall not preclude or waive the pursuit of any other such right.

11. INSECURITY AND ADEQUATE ASSURANCE. If Anew ever believes in good faith that it has grounds for insecurity as to Customer's performance under these Terms of Sale or any Invoice, then Customer shall provide adequate assurance of due performance within ten (10) days after Anew demands the assurance, which shall be considered to be a reasonable time. Customer's failure to do so shall be considered to be a default by Customer of these Terms of Sale and of all other then-existing contracts that provide for Customer to purchase goods and/or services from Anew. Grounds for insecurity include, without limitation, (i) Customer's failure to make a payment to Anew or to perform another obligation to Anew, (ii) Customer's insolvency, the filing by or against Customer of a petition in bankruptcy, the seizure or levy against the Customer's property, or the appointment of a receiver for the Customer's property, (iii) a deterioration in Customer's financial condition or if in Anew's reasonable opinion it is possible that the Customer is not or will not be able to timely make payments due to Anew or perform the Customer's obligations to Anew, and (iv) Customer's failure to provide financial statements and other financial information to Anew promptly upon Anew's request. Adequate assurance of due performance includes, without limitation, providing a security interest, lien, guaranty, letter of credit or other security in form and substance satisfactory to Anew for all obligations of Customer that then exist or that will arise in the future to Anew. The remedies under this Section 11 are without prejudice to any other rights and remedies of Anew. If the Customer neglects to meet the requirements of this Section 11 without delay, Anew reserves the right to, without notice, cancel all pending orders and declare the Account due in full and immediately payable.

12. QUANTITIES. Any claim by Customer that Anew failed to deliver the agreed-upon quantity of goods must be submitted to Anew in writing within fifteen (15) days after Customer receives the goods. If Customer fails to do so, then it shall be conclusively presumed that the proper quantity was delivered.

13. CANCELLATION. Customer does not have any right to cancel its agreement to buy the goods or services from Anew. If, however, Anew agrees in writing to permit cancellation, then Customer shall immediately pay to Anew a cancellation charge in an amount equal to the purchase price less allowances (in amounts that Anew determines) for (i) the realizable value to Anew of any goods that Anew purchased or ordered before cancellation, (ii) the realizable scrap value to Anew of the remaining goods that Anew purchased or ordered before cancellation and (iii) any direct labor costs that Anew saved by reason of the cancellation. If Customer fails to pay any indebtedness or perform any obligation that Customer at any time owes to Anew, then Anew may consider Customer's failure to be an anticipatory repudiation of any or all outstanding contracts that provide for Anew to sell goods or services to Customer, and Anew may, without liability to Customer, cancel any or all of those outstanding contracts.

14. INDEMNITY. Customer shall indemnify and hold harmless Anew with respect to all damages, losses, claims and expenses, including consequential and incidental damages and attorney fees that Anew incurs as a result of Customer's breach of any of Customer's obligations under these Terms of Sale.

15. ANEW'S RIGHTS. Anew has all rights and remedies that applicable law gives to Anew. Anew's rights and remedies are cumulative, and Anew may exercise them from time to time. Anew's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.

16. TIME FOR BRINGING ACTION. Any action that Customer brings against Anew for breach of these Terms of Sale or for any other claim that arises out of or relates to the goods or their sale or delivery or the services must be brought within one (1) year after the cause of action accrues.

17. GOVERNING LAW AND LANGUAGE. This credit agreement shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law, excluding the United Nations Convention on Contracts for the International Sale of Goods. The rights and obligations of the parties hereunder shall be interpreted, construed, and enforced 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.

18. COMPLETE AGREEMENT; AMENDMENT. The terms on Anew's Invoice and acknowledgment and these Terms of Sale contain the entire agreement between Customer and Anew and supersede all prior understandings and communications, oral or written, between the parties. Any change in the terms must be by a writing signed by an authorized officer of Anew. From time to time and at any time, Anew may amend or revise the terms of these Terms of Sale, and may increase, decrease or terminate any credit availability to Customer in Anew's sole discretion, provided that any such amendment or revision shall be presented to Customer in writing prior to implementation.

19. ASSIGNMENT. These Terms of Sale shall be binding upon and inure to the benefit of the parties and their successors and assigns, except that Customer may not assign or transfer all or any part of Customer's rights or obligations without the express prior written consent of Anew. Anew may at any time assign or otherwise transfer all or any part of its interest under these Terms of Sale, and, to the extent of such assignment, any such assignee shall have the same rights or benefits against Customer, as if such assignee was Anew.

20. COMMERCIAL CREDIT. Customer represents and warrants to Anew that Customer will use the credit requested for business and commercial purposes only and not for personal, family or household purposes. Customer understands that Anew is relying on this representation and warranty and would not otherwise extend credit to Customer.