

WESTERN PUMP, INC.

petroleum & lubrication equipment specialists
 sales ♦ service ♦ construction ♦ compliance



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Information requested is for Western Pump's use only and all information will be kept confidential within our credit department. Your cooperation in providing this information will enable us to properly evaluate your request for credit. ALL FIELDS MUST BE COMPLETED AND OFFICER'S SIGNATURE IS REQUIRED FOR YOUR APPLICATION TO RECEIVE CONSIDERATION.

| PRINCIPAL BUSINESS LOCATION | | | | | |
|---|--|---------------------------|--|------------|--|
| Credit Limit Requested | | Billing Address | | | |
| Business Name | | City, State, Zip | | | |
| Trade Name (if different) | | Contact Name | | | |
| Street Address | | Phone | | | |
| City, State, Zip | | Fax | | | |
| | | Email | | | |
| SPECIFIC BUSINESS INFORMATION | | | | | |
| Date business commenced | | Years in present location | | | |
| <input type="checkbox"/> Sole proprietorship | | Location is | <input type="checkbox"/> Owned <input type="checkbox"/> Leased | | |
| <input type="checkbox"/> Partnership | | Number of locations | | | |
| <input type="checkbox"/> Corporation | | Tax ID Number | | | |
| Incorporated in State | | Contractor License No. | | | |
| Present Ownership Since | | Type of Business | | | |
| PRINCIPALS OR PARTNERS | | | | | |
| Name | | SSN | | Title | |
| Home Address | | City | | State, Zip | |
| Name | | SSN | | Title | |
| Home Address | | City | | State, Zip | |
| Name | | SSN | | Title | |
| Home Address | | City | | State, Zip | |
| If additional space is required, please attach a separate sheet | | | | | |

| BANK REFERENCES | | | | | |
|---|--|--|---|--|--|
| Bank name | | | Branch | | |
| Customer since | | | Bank Officer | | |
| Street Address | | | City, State ZIP | | |
| Phone | | | Fax | | |
| Checking Acct # | | | Savings Acct # | | |
| Line of Credit | | | | | |
| Bank name | | | Branch | | |
| Customer since | | | Bank Officer | | |
| Street Address | | | City, State ZIP | | |
| Phone | | | Fax | | |
| Checking Acct # | | | Savings Acct # | | |
| Line of Credit | | | If additional space is required, please attach a separate sheet | | |
| TRADE REFERENCES | | | | | |
| Company name | | | Phone | | |
| Address | | | Fax | | |
| City, State ZIP | | | E-mail | | |
| Type of account | | | Other | | |
| Company name | | | Phone | | |
| Address | | | Fax | | |
| City, State ZIP | | | E-mail | | |
| Type of account | | | Other | | |
| Company name | | | Phone | | |
| Address | | | Fax | | |
| City, State ZIP | | | E-mail | | |
| If additional space is required, please attach a separate sheet | | | | | |

TERMS

1. All orders will be net 30 Day Terms.
2. Any resulting contract or order shall be governed by, construed and enforced in accordance with the laws of the State of California, County of San Diego. Any litigation concerning such contract or order shall be brought in the courts of the State of California, and Buyer hereby consents to the jurisdiction of said courts.
3. Invoices will be issued as of the date of shipment. Invoices are due and payable in lawful money of the United States per terms thereon.

The information and statements in this application are true and complete, and are made for the purpose of inducing you to establish an open account line of credit. You are hereby authorized to obtain any information you consider necessary from any source concerning the statements on this application.

In consideration of, and in order to induce you to establish an open account line of credit based on the foregoing application, the undersigned promises to pay for all contracts, purchases and/or service calls in accordance with your terms of sale and agrees to pay a service charge not to exceed 1.5% per month or 18% annum on any amounts that are 10 days or more delinquent. If at any time, for any reason, the undersigned is unable to pay for said purchases when due, and in the event it becomes necessary for your company to incur collection costs or such additional costs, charges, and expenses including all attorney's fees, costs, and interest on past due sums if the account is placed in the hands of an attorney for collection. The buyer further grants to the seller a security interest in all goods, products inventory (collateral) or proceeds from sale of said items hereafter purchased or acquired from Western Pump, Inc. The security interest so granted is intended to secure the payment of the unpaid purchase of said collateral.

Should there be any change in legal status of the business, it is agreed that Western Pump, Inc. will be notified in writing within five business days of the change.

| APPLICANT SIGNATURES | | | |
|----------------------|--|-------|--|
| Company Name | | | |
| Officer's Signature | | | |
| Print Officer's Name | | Title | |
| Signature Date | | | |

GUARANTY

I, We, or either of us, hereinafter called guarantors (whether one or more), being the owners of all or part of the stock of a corporation, hereafter called debtor, and Western Pump, Inc., hereafter called creditor, hereby agree, jointly and severally to pay Creditor, its successors or assigns, at San Diego, California or at such other place as Creditor may designate, any and all indebtedness or other liability which Debtor may now or any time hereafter owe to Creditor, together with one and one half percent (1-1/2%) interest per month beginning 30 days from the invoice date, unless that rate exceeds the highest permitted by applicable by law, In which event the rate shall be the highest permissible by law. If the indebtedness or other liability is evidenced by a written instrument providing for a different interest rate than the above stated rate, then the interest rate provided in the written instrument shall apply. Guarantors further agree to pay any and all costs of collecting any such indebtedness or other liability, including, but not limited to, reasonable attorneys' fees incurred by Creditor. Unless a written instrument evidencing the indebtedness or other liability provides for a different measure of attorneys' fees. Guarantors agree that such attorneys' fees will be a minimum of fifteen percent (15%) of the amount owed by debtor. Guarantors expressly waive diligence on the part of Creditor in the collection of any and Creditor shall be under no obligation to notify us, or either of us, of its acceptance hereof nor of any advances made or credit extended on the faith hereof, nor of the failure of debtor to pay any said indebtedness or other liability as it matures, nor of any and all extensions that may be granted by Creditor to Debtor, and Creditor shall be under no obligation to use diligence in preserving the liability of any person on said indebtedness or other liability or to bring suit to enforce the debt due under this Guaranty.

This is a continuing Guaranty and shall apply and cover all indebtedness and renewals thereof and any further extensions of credit by credit by Creditor to Debtor unless and until the Guarantors, or one or more of them, give written notice to Creditor that the Guarantor or Guarantors giving such notice will not be liable for any further extensions of credit to the Debtor. The Guarantor or Guarantors so giving such notice will not be liable hereunder for any indebtedness created, incurred or arising after the receipt by Creditor of such notice, but the obligation of all Guarantors who shall not have given such notice shall, as to all indebtedness created incurred or arising after the receipt of such notice, remain and continue as if such Guarantors had been the only Guarantors signing this instrument.

Creditor shall not be required to pursue any other remedies before invoking the benefits of this Guaranty, and especially it shall not be required to exhaust its remedies against collateral or other security or any endorsers.

In the event any payment by Debtor to Creditor is held to constitute a preference under the bankruptcy laws, or if for any other reason Creditor is required to refund such payment or pay the amount thereof to any other party, such payment by Debtor to Creditor shall not constitute a release of Guarantors from any liability hereunder, but Guarantors agree to pay such amount to Creditor upon demand.

This Guaranty shall be construed, interpreted and enforceable in accordance with the laws of the State of California.

EXECUTED this _____ day of _____, 20 _____

At _____, _____, _____
 City County State

Guarantors