

Van Manen Petroleum Group - Terms And Conditions

- In consideration of Van Manen Petroleum Group extending credit, we do hereby agree jointly and severally to pay all costs, including goods, interest and merchandise supplied to the reverse side named business. In the event it becomes necessary to place the account with an attorney for collection, we agree to pay all costs of collection including reasonable attorney fees and hereby waive our privilege of being sued in the county of residence and agree that suit may be brought in Ottawa County, Michigan.
- We agree to immediately notify Van Manen Petroleum Group at the above address of any change in ownership or form of said business. This instrument shall remain in full force and effect until Van Manen Petroleum Group receives notice of revocation.
- All orders are subject to sales department and credit department approval.
- Any different or additional terms or conditions in the buyer's purchase order or similar communication are objected to and shall not be binding on Van Manen Petroleum Group unless agreed to in writing by an authorized Van Manen Petroleum Group representative. Buyer's acceptance of goods or performance and/ or payment for the goods or services constitutes acceptance of the terms and conditions.
- Van Manen Petroleum Group retains the right to refuse shipments of orders to any account with a past due balance.
- A 1.50% per month finance charge will be placed on all past due accounts.
- Any account with a balance 30 days delinquent will be considered due in its entirety.
- N.S.F. checks or E.F.T. returns may cause an account to be placed on immediate cash in advance status and be subject to an administrative fee.
- In the event of a shortage or dispute, customer must notify Van Manen Petroleum Group within 10 days of receipt of merchandise, specifying the invoice number, nature of dispute and amount under dispute. Beyond this time, the order will be permanently processed and filled as complete, correct and approved.
- No product can be returned without authorization from Van Manen Petroleum Group. All returns must be shipped prepaid.
- All returns are subject to a percentage restock charge, call for more information.
- All new and current accounts requesting changes in credit status may be required to fill out a new credit application with trade reference and/or a current audited financial statement or letter of credit.
- Drum returns must be empty and in good shape in order to receive credit or exchange on them due to the E.P.A.
- Terms and conditions subject to change.

AGREEMENT AND GUARANTY

I have made the attached statement for the purposes of obtaining credit. I certify they are true and authorize you to make a credit investigation. I agree to pay a finance charge of 1-1/2% per month (18% per year) or 50¢ minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THIS APPLICATION HEREOF. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of this account. All purchase made on this account will be for commercial use.

Owner's or Officer's Signature

Printed Name:

Title:

Date: