



**HUBERT GLASS  
OIL CO.**

36036 HWY 69 N  
Jacksonville TX 75766  
903-586-8026  
Fax 903-589-1232  
www.GlassOil.com

## Credit Agreement

This Credit Agreement ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between, Hubert Glass Oil Co., a Texas corporation ("Seller"), and \_\_\_\_\_ ("Buyer"), sets forth the general terms and conditions under which Seller will extend credit for the purchase of goods and materials outlined within, and as described in each invoice from Seller ("Products") to Buyer. The undersigned Buyer acknowledges and agrees that Seller's terms and conditions of credit, which are set forth below, shall govern all transactions of the parties with respect to the sale of Seller's Products to Buyer, and the extension of credit to Buyer from Seller. Other than specific descriptions of the goods, and quantity, any additional or contrary terms and conditions contained in Buyer's purchase orders or other communications shall be of no force or effect, unless formally approved in writing by Seller

Full Legal Name \_\_\_\_\_ Federal Tax Id \_\_\_\_\_

DBA (if Applicable) \_\_\_\_\_ S.S. No. \_\_\_\_\_

Legal Address not PO Box \_\_\_\_\_ Texas DL# & Exp. \_\_\_\_\_

City \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax # \_\_\_\_\_

Email Address \_\_\_\_\_  Taxable  Tax Exempt (Forward valid certificates)

Years in Business? \_\_\_\_ Type of Business:  Proprietorship  Partnership  Corporation  LLC  Other

Bill to if different from above: \_\_\_\_\_

Street Address / P.O. Box#:

City/State/Zip

Office Number: \_\_\_\_\_ Office Fax: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ A/P E-mail: \_\_\_\_\_

### **Officers of the Company Information**

Owner/President: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

General Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Controller: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### **Trade References**

Supplier Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Supplier Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Supplier Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### **Bank References/ACH Information**

Financial Institution Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Street Address / P.O. Box#:

City/State/Zip

Account Number: \_\_\_\_\_ RTG: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

### **Credit Needs**

*\*Please note we require a personal guarantee for all business customers, any limits over \$10,000 we require an income statement and balance sheet.*

*\*\*The company only extends up to EFT 7-day terms on fuel and up to EFT 30-day/Net 10<sup>th</sup> on oil.*

Amount of Credit: \$ \_\_\_\_\_ Terms: \_\_\_\_\_ Product:  Oil  Fuel  Other



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**TERMS AND CONDITIONS OF CREDIT**

**PAYMENT:** Buyer agrees to pay for the Products according to the terms designated on this Agreement. If Buyer fails to make any payment to Seller when due, the Buyer's entire account(s) with the Seller shall become immediately due and payable; and Seller may repossess and remove any such product without notice or demand or may require Buyer to assemble the collateral and make it available to allow Seller to take possession. If Buyer is in default for non-payment, then in addition to other remedies, Buyer agrees to reimburse Seller all costs of collections, including reasonable attorney's fees whether or not litigation is commenced.

**FINANCE CHARGES:** By requesting credit herein, the undersigned (and any personal guarantor(s)) agree to pay a finance charge for any invoices not paid on or before due date set by credit granted. Said finance charge will be assessed at the lesser of the maximum allowable rate, or 1.5% per month (18% per annum) on the unpaid invoice(s) balance(s). By signature below, you fully understand and accept these terms.

**ADDITIONAL FEES:** If Seller is in receipt of an insufficient check, Buyer's account will be charged an NSF fee of \$30.00 each time Seller submits the check for payment. After receipt of second insufficient check on account, Seller has the right to refuse future check payments.

**ATTORNEY'S FEES & COSTS:** Buyer agrees to pay on demand all costs and expenses of collection, including reasonable attorney's fees, whether or not a lawsuit is filed, reasonable attorney's fees on trial or on appeal and all costs and expenses of litigation.

**CHOICE OF LAW AND VENUE:** This Agreement shall be construed according to the laws of the State of Texas. The undersigned agrees that, should any dispute arise regarding the business relationships contemplated herein, venue for any and all lawsuits shall be filed in Cherokee County, Texas.

The undersigned has read, and agreed to, all of the terms and conditions of the Credit Agreement. I certify that the Buyer information set forth on this Agreement is true and accurate and I am authorized to sign on behalf of the Buyer.

\_\_\_\_\_  
Signature Lines

**DUE TO THIS BEING AN INSECURE LINE OF CREDIT, A PERSONAL GUARANTY IS REQUIRED OF ALL BUSINESS APPLICANTS:**

**GUARANTY AGREEMENT**

In consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged, and in on of Hubert Glass Oil Co. ("Seller") extending to \_\_\_\_\_ ("Buyer"), located at \_\_\_\_\_, credit from time to time, the undersigned (the "Guarantor(s)") hereby guarantee(s) to Seller the payment of all indebtedness now existing or hereafter payable by Buyer to Seller, including any and all advances, debts, obligations, interest and liabilities of the Buyer, now existing and hereafter-made, incurred or created (the "Indebtedness"). Guarantor(s) acknowledge(s) that Seller is not willing to extend credit to Buyer without this guaranty.

This is an absolute and continuing guaranty of payment, not of collection, and is an agreement of guaranty, and not of suretyship. This guaranty is in full force and effect from this date until Guarantor(s) give(s) written notice to Seller of his/her/their desire to modify or revoke this instrument, and Seller agrees in writing to the modification or revocation.

Guarantor(s) agree(s) that this guaranty shall be directly enforceable without Seller first resorting to the Buyer or exhausting Seller's other remedies, and any note(s) given to or accepted by Seller for any of the above Indebtedness, or any indulgences, forbearances or extensions of time of payment shall not in any way release Guarantor(s) from liability. Guarantor(s) agree(s) that if a settlement is made with the Buyer for less than the amount of the Indebtedness actually due Seller, Guarantor(s) shall not be released from liability for the balance still due even though the Buyer shall have been released from the Indebtedness actually due Seller.

Guarantor(s) will pay on demand all costs and expenses of collection, including reasonable attorney's fees, whether or not a lawsuit is filed, reasonable attorney's fees on trial or on appeal and all costs and expenses of litigation that may be incurred by Seller in the enforcement or preservation of Seller's rights under this guaranty. The undersigned agrees that, should any dispute arise regarding this guaranty, venue for any and all lawsuits shall be in Cherokee County, Texas.

**The undersigned personal Guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.**

**Guarantor(s) has (have) carefully read and understand(s) the provisions and the obligations of this Guaranty, and agree(s) that it shall be binding on him/her/them and his/her/their heirs, executors, administrators, successors and assigns.**

**If any provision of this guaranty shall be in conflict with the law of the State of Texas, that part shall be void to the extent that it is in conflict, but shall not invalidate this guaranty nor shall it affect the validity or enforceability of any other provision of this guaranty.**

IN WITNESS WHEREOF the undersigned Guarantor(s) has (have) signed this guaranty on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Guarantor (absent of any title)  
Print Name \_\_\_\_\_  
Street (Residential) \_\_\_\_\_  
City, State, Zip \_\_\_\_\_