



888-GT-FUELS (483-8357)

NEW ACCOUNT APPLICATION

credit@gtenergy.com

General Company Information

Legal Entity: _____ Phone: _____ Fax: _____

Trade/DBA: _____

Corporate Address: _____ City: _____ State: _____ Zip: _____

Primary Business Address: _____ City: _____ State: _____ Zip: _____

Check One: Proprietorship Corporation Partnership State: _____ Fed ID#: _____

Date Established: _____ Annual Sales: _____ Contractor's Lic#: _____

Company Contact Information

Contact Name: _____

Contact Title: _____

Contact Email: _____

Contact Phone: _____ Ext. _____

Contact Fax: _____

ANY SPECIAL EXEMPTIONS THAT YOU QUALIFY FOR THROUGH THE STATE BOARD OF EQUALIZATION?
(Resale, Farming, Government Entity)

Yes No Resale #: _____

IF YES, PLEASE PROVIDE RESALE CERTIFICATE ALONG WITH APPLICATION.

Billing Contact Information

Billing Name: _____

Billing Phone: _____ Ext. _____

Billing Fax: _____

Billing Email: _____

CC Email: _____

WE ARE A PAPERLESS COMPANY.
WE WILL SEND INVOICES VIA EMAIL TO THE BILLING CONTACT.

*GT ENERGY WILL BE PROCESSING PAYMENTS ELECTRONICALLY.

Trade References

Company Name:	1	2	3
Address:	_____	_____	_____
City, State, Zip:	_____	_____	_____
Phone:	_____	_____	_____
Fax:	_____	_____	_____
Account #:	_____ (required)	_____ (required)	_____ (required)
Contact:	_____	_____	_____

Bank References

Name of Bank: _____ Bank Contact: _____

Routing #: _____ Account#: (required) _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Signature & Authorization

In order for GT Energy to extend credit or permit charging of product by _____ (hereinafter called: "The Customer") the undersigned hereby grants GT Energy permission to make investigations of the customer's credit and authorizes the customer's creditors and business references to provide information to GT Energy as required in conjunction with this application. The customer releases all such persons from liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information. The undersigned expressly agrees to the agreed upon terms without obtaining signature upon delivery. In the event GT Energy has to collect money owed by the customer, the customer expressly agrees to pay all reasonable attorney fees and costs that GT Energy has incurred in making collections. In addition to a 2% interest charge for all invoices over 30 days. The undersigned warrants that the above agreement has been carefully read and that the customer understands. The undersigned agrees to immediately notify seller in writing of any future material changes therein, including the sale of the business to others.

Name: (Print) _____ Signature: _____ Date: _____



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ACH AUTHORIZATION FORM

credit@gtenergy.com

Account Holder Information

Company Name: _____ DBA Name: *(if any)* _____

Authorized Business Address: _____ City: _____ State: _____ Zip: _____

Bank Routing Number: _____ Bank Account Number: _____

Check One: Business Check Personal Check Savings Account

Memo: _____

: 1 2 3 4 5 6 7 8 9

: 1 3 2 4

1 2 3 4 5 1 2 3 4

ROUTING NUMBER

ACCOUNT NUMBER

Goods Purchased / Services: _____ Effective Date: _____

Email: _____ Fax: _____

Authorization

I certify that I have the authority to authorize this payment. I understand that because this is an electronic transaction, these funds may be withdrawn from the account as soon as the above noted date. In the case the transaction is returned for Non-Sufficient Funds (NSF) I agree to an additional \$35.00 charge for each attempt returned NSF, which will be added to your GT Energy bill. I have certified that the above bank account is enabled for Electronic Check transactions, and agree to reimburse GT Energy for all penalties and fees incurred as a result of my bank rejecting Electronic Check debits or credits as a result of the account not being properly configured for Electronic Check transactions. Both parties agree to be bound by NACHA Operating Rules as they pertain to this transaction. I acknowledge that the origination of Electronic Check transactions to its account must comply with the provisions of U.S. law. I agree not to dispute this transaction with my bank or GT Energy provided the transaction corresponds to the terms indicated in this authorization form.

Name: *(Print)* _____ Signature: _____ Date: _____



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CREDIT CARD AUTHORIZATION FORM

credit@gtenergy.com

Business Authorized to Debit / Credit Account

Name: GT ENERGY

Phone: 888-483-8357

Address: 5801 Randolph St. Commerce, CA 90040

Account Holder Information

Business Net Worth: Monthly Gallons: Credit Limit Request:

President: Phone: Fax:

Financial Officer: Phone: Fax:

Company Name: Phone: Fax: Years in Business:

Cardholder Name: (As is on card) Type of Card: [] Visa [] MC [] AmEx [] Discover [] Other:

Credit Card Number: Expiration: CVC Code: (3 digit code on the back of the card)

Billing Address: City: State: Zip:

Mailing Address: City: State: Zip:

Disclaimer

Being the cardholder or Corporate Officer, by signing below I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize GT Energy to charge my credit card, for products purchased. GT Energy will provide me with an invoice detailing all of my charges. I further understand that a 3.5% administrative fee for VISA or MasterCard or 3.5% administrative fee for AMEX will be added to my bill for all payments done with any of these credit cards. In the event my credit card becomes invalid, I will provide GT Energy with a new valid credit card upon request, to be charged for the payment of any outstanding balances owed to GT Energy.

Name: (Print) Signature: Date:

Guarantor Name: (Print) Guarantor Signature: Date:



Guaranty

In consideration of the credit Seller has extended or may extend to Customer and for other valuable consideration, the undersigned ("Guarantor") agrees as follows:

1. **OBLIGATIONS OF GUARANTOR.** Guarantor hereby unconditionally guarantees the performance and payment when due of all of Customer's obligations and indebtedness now or hereafter owed to Seller, as provided herein. The term "Indebtedness" shall include every payment and performance obligation which Customer has or may have to Seller; absolute or contingent, liquidated, determined or undetermined; regardless of the form thereof and whenever due; whether joint or several; and whether or not barred at any time by any statute of limitations; all in the broadest sense.
2. **AMOUNT AND TERM.** This is a Continuing Guaranty, without limitation of amount or duration; and shall be terminated only in accordance with paragraph 6.
3. **GUARANTOR'S WAIVERS.** Guarantor waives notice of acceptance of this Guaranty, presentment, demand, protest, notice of dishonor, any right to require Seller to commence suit against any party liable on the Indebtedness, and any defense based upon any election of remedies by Seller, including but not limited to an election to proceed by non-judicial foreclosure rather than judicial foreclosure, which destroys or impairs any of Guarantor's rights of subrogation or reimbursement against Customer. Guarantor also waives notice of new or additional obligations of Customer to Seller, and the benefit of any statute of limitations affecting (i), Guarantor's obligations and their enforcement, or (ii) Seller's rights of recovery.
4. **CONSENT TO SELLER'S ACTS.** Guarantor agrees that Seller, without notice or consent, upon such terms as Seller may deem advisable, may do any one or more of the following pursuant to the terms of this Continuing Guaranty, any agreement between Seller and Customer or Seller's rights under law: (a) Renew, compromise, extend, accelerate, or otherwise change the terms of any of the Indebtedness; (b) Take and hold security for all or part of the Indebtedness or for the performance of this Guaranty, and exchange, enforce, waive, and release any security; (c) Direct the order and manner of disposition of security, dispose of all or any part of the security at public or private sale (and purchase at such sale) and apply the proceeds of sale or other disposition against the Indebtedness in such order and manner as Seller may determine; (d) Proceed directly against Guarantor, without first proceeding against Customer or any other person or against any other security Seller may have; (e) Compromise or settle with Customer or any other person liable on the Indebtedness; (f) Assign all or any part of its interest in this guaranty; (g) Repay to Customer, pursuant to court order in any bankruptcy, debt relief or other proceeding, any payment made to Seller on the Indebtedness, and In such event the liability of Guarantor for such amount shall be revived the same as if such amount had not been paid.
5. **GUARANTOR'S RESPONSIBILITY.** Guarantor accepts full responsibility for keeping informed of Customer's financial condition, and of all other circumstances bearing upon the risk of nonpayment of the Indebtedness, which diligent inquiry would reveal. Absent a request by Guarantor for specific Information, Seller shall have no duty to give Guarantor any information known to Customer.
6. **TERMINATION.** This Guaranty shall continue until Seller receives notice in writing, signed by Guarantor or Guarantor's legal representative, of Guarantor's termination hereof, and any such notice shall be effective only upon actual receipt by Seller. No such termination shall relieve Guarantor or Guarantor's estate from liability for Indebtedness Incurred prior to Seller's receipt of such notice, and for 30 days thereafter.
7. **NOTICES.** Any notices or other documents with respect to this Guaranty shall be in writing and delivered personally or by registered or certified mail, postage prepaid, addressed to the other party at the address shown below and (except for a notice of termination) shall be effective when personally delivered or as shown on the receipt.
8. **GENERAL.** This Guaranty shall be governed and construed by and in accordance with the laws of the State of California. Guarantor hereby represents and warrants that it is in Guarantor's direct interest to assist the Customer because of Guarantor's position and/or economic relation with Customer. If Seller enforces this Guaranty, Seller shall be entitled to reasonable attorneys' fees and costs, plus interest thereon, and on the Indebtedness, from due date until paid, at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. This Guaranty shall Inure to the benefit of and be enforceable by Seller, Its successors and assigns, and shall bind Guarantor and the heirs, representatives, successors, and assigns of Guarantor If any part hereof shall be unenforceable, the balance shall remain in effect unless it thereby defeats the intention of the parties as expressed herein.
9. **FORUM SELECTION.** Guarantor agrees that all actions or proceedings arising directly or indirectly in connection with, out of, related to or from this Agreement shall be litigated only in courts having situs within the State of California, in the County of Los Angeles, and Guarantor hereby consents and submits to the jurisdiction of any local, and state or federal court located within such venue or which has original jurisdiction over matters which may arise in County of Los Angeles. Guarantor waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that any such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.
10. **JOINT AND SEVERAL.** If two or more parties are guarantor, they shall be jointly and severally liable, and the terms "Guarantor" shall be construed to refer to each of them, as If each had signed a separate Guaranty. This Guaranty shall not be terminated or affected, as to a party, by the termination or release of any liabilities or security of or from any other party.
11. **CREDIT INVESTIGATION.** Guarantor hereby authorizes Seller to perform a credit investigation, make credit inquiries, order credit reports and obtain such credit information about Guarantor as Seller in its sole discretion may deem necessary or appropriate.
12. **DISCLAIMER.** Customer hereby authorizes all references listed above to release information about the Customer to GT Energy, Inc. so that GT Energy can evaluate Customer's finances, business, and creditworthiness. Customer represents and warrants that it is solvent, able to play its debts as they become due, and has not presently or in the past filed any petition in bankruptcy or for reorganization under any bankruptcy law and the information provided herein is true and accurate. If credit is granted to the Customer by GT Energy, payment is due by Customer in the timeframe indicated in each invoice (typically net 7 days from date of delivery). Customer agrees and acknowledges that as a condition of receiving credit from GT Energy doing business with GT Energy, that Customer shall be bound by GT Energy's Agreement on the Terms and Conditions for Fuel Sales, and in addition to signing below, Customer shall return the Acknowledgment of Agreement page attached to the Agreement on the Terms and Conditions for Fuel Sales. Should the Customer default on any obligation to GT Energy, Customer agrees to pay, in addition to the principal due, the following: late fees, which shall accrue at 2% per month; attorney fees; and all costs of any nature incurred by GT Energy to pursue the delinquent obligation. Customer agrees that this is not interest on a loan, but rather a late fee which Company agrees is reasonable to defray the expenses incurred by GT Energy incidental to the administration, processing, and collection of the Delinquent Amount.

Date: _____

Guarantor: _____

By: _____

Address: _____

Guarantor: _____

By: _____

Address: _____