



Sales Person \_\_\_\_\_

Date \_\_\_\_\_

**CREDIT APPLICATION** (Page 1 of 2)

**Company Information**

<b>A) Legal Name</b>							
<b>Subsidiary of Parent?</b>		Y	N	Name of Parent			
DBA (Alias)							
Billing address							
City				State		Zip	
<b>Shipping address</b>							
<b>City</b>							
				<b>State</b>		<b>Zip</b>	
Type of Business		C Corp	S Corp	LLC	LLP	SP	Partnership
State Formed		Year Start		FEIN		Attach W-9	
Fiscal Year-End							

**B) Ownership**

<b>Name/Title</b>							
SS #		Phone - H			Phone - C		
Address							
City				State		Zip	
<b>Name/Title</b>							
SS #		Phone - H			Phone - C		
Address							
City				State		Zip	
Has the Company or any Principals or Officers of the Company ever filed bankruptcy?						Y	N
Date of Filing		Name					

**C) Contact Information**

AP Contact	Phone		Fax		E-mail	
Invoice Delivery	E-mail	Fax				
Contact	Phone			E-mail		
Purchasing Contact	Phone			E-mail		

**D) Reference - Bank**

Bank Name							
Address							
City				State		Zip	
Contact			Fax		E-mail		
Phone				Acct #			

**E) Reference - Trade**

Company Name							
Address							
City				State		Zip	
Contact			Fax		E-mail		
Phone							
Company Name							
Address							
City				State		Zip	
Contact			Fax		E-mail		
Phone							
Company Name							
Address							
City				State		Zip	
Contact			Fax		E-mail		
Phone							



Sales Person \_\_\_\_\_

Date \_\_\_\_\_

**CREDIT APPLICATION** (Page 2 of 2)

Are you sales tax exempt? If yes, please attach a copy of your sales tax exemption certificate. **Yes** **No**

**Security & Financial Information**

Have you ever provided a guaranty (including a personal guaranty) to a bank, supplier or government agency? **Yes** **No**

Are principals willing to sign a personal guaranty? **Yes** **No**

Are you willing to provide a bank letter of credit or security deposit, if warranted by financial condition? **Yes** **No**

Have you or any of the principals ever applied for credit with Western Refining and if Yes - under what name(s) and when? **Yes** **No**

Please attach your most recent two fiscal year-end financial statements, including a Balance Sheet, Income Statement, and all accompanying notes. If interim statements are available since the last fiscal year, please include the most recent year to date financial statements. E-Mail [to wncrcredit@wnr.com](mailto:wncrcredit@wnr.com) or fax (602) 683-5718

**Terms**

Standard Western Refining terms are as follows: Wholesale and Rack- Net 10 days from lift/delivery, Cardlock- Net 15 days from invoice, NonFuel- Net 30 days from lift/delivery, Retail- Net 4 days from lift/delivery, Pipeline and Barge- Net 2 days from delivery. Terms are always subject to change. Refer to your invoice for your specific payment terms. If credit is granted, the Customer agrees to pay for the balance due according to the terms specified on the invoice. Any dispute concerning an invoice amount or any of the terms therein shall be raised as soon as possible. Failure to provide notice of a disputed invoice shall be deemed acceptance of the same and shall constitute a waiver with respect to that invoice.

**Authorization and Disclaimer**

The applicant (the "Customer") may desire to purchase goods and services from Western Refining Southwest, Inc., Western Refining Company, L.P. and York River Fuels, LLC (the "Company") on account and agrees in consideration of the account to be bound by the following terms and conditions. The undersigned further declares to the Company that he/she is duly authorized to sign this credit application form on behalf of the Customer herein represented and further declares to the Company that the above information is for the purpose of obtaining credit and is warranted to be true and correct to the best of his/her knowledge, and agrees to the terms and conditions of this agreement. The use of the term "you" or "your" in this credit application refers to the applicant or Customer identified in this credit application. It is also understood that extending, increasing, decreasing, and denying credit is at the sole discretion of the Company and that the Company will retain this application whether or not credit is extended.

The Customer hereby unconditionally authorizes the Company to investigate the references and the Customer's credit and financial responsibility; whether the Customer is a sole proprietor, partnership, LLC, LLP, S Corp. or C Corp., or any other form of entity or business venture. If credit is granted, the Customer warrants to pay for the balance due according to the agreed terms and payment method.

The Customer, in consideration of such extension of credit, shall pay the Company the total due on the Company's invoice upon receipt or by the due date. Failure to comply with these terms may result in placing the Customer's account on credit hold until the entire balance is paid in full. A fee commensurate with the related bank service charge will be levied against the Customer for each returned check or EFT draft, which shall be immediately due and payable by the Customer.

Any credit granted by the Company is subject to change by the Company and is based upon future credit or financial information, payment performance and supply requirements. The Company reserves the right to withdraw the line of credit and terms at any time. The Customer warrants that it shall be necessary for an additional payment to be made outside the agreed terms of sale if the Customer exceeds any credit limit that may be granted.

In the event of default, the Customer agrees to pay all costs of collections, including all reasonable attorney fees, court costs, repossession fee, and/or collection agency fees, together with interest thereon at the maximum rate allowed by law.

If the Customer is issued with one or more Cardlock Cards, the Customer shall be liable for all purchases made through the use of all such cards. In the event a card is stolen, the Customer shall remain liable for purchases made using such card until the Customer notifies the Company of the loss by calling 1-800-444-5823. Additionally, the Customer shall confirm such notification in writing within 48 hours by overnight or US-mail return receipt requested, by fax at 602-683-5751 or by e-mail at [CSWholesale@wnr.com](mailto:CSWholesale@wnr.com). The Company reserves the right to suspend the Customer's privilege to use card(s) at any time without notice.

The laws of the State of Texas will govern the enforcement and interpretation of this Agreement. The Customer agrees that, at the Company's election, all actions and proceedings arising from or related to this agreement will be litigated in the courts having jurisdiction within the State of Texas.

Full Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_