Credit Application/Policy

[rev 03/01/2012]

TO: Pecos Valley Permian Railroad, L.L.C. (PVS)

FROM: Applicant (herein below called: the “Customer”)

Customer herein applies for the extension of credit regarding payment for services provided by PVS. Prior to the establishment of credit, any and all moves will be done on a pre-paid cash basis.

Customer agrees to the following Terms and Conditions of this application/policy:

A) That the extension of authorized credit terms is at the discretion of PVS. Failure to comply with the terms and condition found herein may constitute suspension of credit or the requirement of a security deposit, surety bond or other form or insurance.

B) That any account shall be paid in full in accordance with the authorized credit terms extended and no deductions (by way of contra accounts or other off-sets regarding claims against PVS) shall be made unless specific arrangements for postponing receipt of said payment (pending investigation and action by PVS) has been authorized, in writing, by Watco Companies LLC Assistant Vice President of Revenue Accounting. In the absence of such arrangements (prior to the normal due date, “within credit terms”), the presumption will be that items billed and booked are correct.

C) To be responsible for all freight and sundry items charged to its account in accordance with information reflected on waybills. Any dispute between consignor (shipper) or consignee (receiver) as to payment of these charges is to be settled between them.

D) Cancellation of service and/or cancellation of credit terms (changing Customer to “Cash” basis). PVS may stop the supply of any labor or materials or elect to do business on “Cash” basis only when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with PVS until payment is made and any dispute or insecurity has been resolved.

E) That in all respects, transactions are subject to PVS’s published rates, terms and conditions.

F) That if payment is not made and received in accordance with the documented credit terms, PVS is specifically authorized to pursue all legal collection remedies including the assessment of late payment interest in the amount of 1 1/2% per month (before and after judgment) or the highest permissible lawful rate, on all balances outstanding in excess of 30 days or terms defined in contract with PVS. Any costs incurred in the process of collecting past due indebtedness will be the responsibility of the party owing said amount. Customer expressly agrees to submit to personal jurisdiction in Kansas and agrees that the forum for any litigation pursuant to this Agreement or any other contract between PVS and Customer, whether PVS or Customer brings suit, shall be the County of Crawford, Kansas. This Agreement shall be governed by and construed in accordance with the laws of Kansas.

G) That payment will be received in accordance with Customer’s authorized credit terms even if Customer uses a third party payables operation. No relief or additional days will be granted to Customer that out sources its accounts payable. Any and all issues arising will be resolved between Customer and its Accounts Payable agent.
H) That PVS is entitled to obtain information from any legitimate source in support of this application.

I) That Customer agrees to pay all amounts due under this Agreement until PVS has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement. Applicant agrees to reimburse PVS for any legal sales or use tax liability paid by PVS on applicant’s transaction(s).

J) That Customer will provide remittance detail to PVS when sending payment. Due to security reasons, PVS is not able to retrieve remittance detail from websites.

K) That any changes modifications or alterations to this application for credit is not permitted and shall constitute an automatic rejection at this time. Customer acknowledges that it will be required to reapply for credit.

L) Please contact Credit and Collections via email at credit@watcocompanies.com prior to remitting payment electronically.

PVS POLICY PROHIBITS THE CONSIDERATION OF INCOMPLETE CREDIT APPLICATIONS. CREDIT APPLICATIONS THAT ARE INCOMPLETE WILL BE RETURNED TO APPLICANT. FAILURE TO COMPLETE ALL INFORMATION REQUESTED WILL RESULT IN THE AUTOMATIC REJECTION OF THIS CREDIT APPLICATION.

* PLEASE ALLOW 7 – 10 BUSINESS DAYS FOR PROCESSING*

It is hereby warranted the policy above [rendered on page #1] has been read and understood and that application information provided is correct. Furthermore, I represent that the applicant herein indicated has the financial ability and willingness to pay all invoices within established terms.

Dated this _______________ day of _________________________________ 20___

Signed: _________________________________________________________

Name Typed or Printed: ______________________________________________

Title: _____________________________________________________________

Company: _________________________________________________________
Credit Application/Information
(Please type or print with block letters; application must be complete and accurate)

MAIL INVOICE ADDRESS

Full Business Name: __________________________________________________________

Corporation ☐ Partnership ☐ Proprietorship ☐ LLC ☐ Other __________________________

State of Incorporation: ____________________________________________ Year: __________________________

Commodity/Commodities to be shipped: ____________________________________________

Dollar Amount of Credit Requested: $ __________________________ /MONTH

Street Address: ______________________________________________________ P.O. Box: __________________________

City: __________________________ State: __________________________ Zip: __________________________

Telephone: __________ Fax: __________ Email: __________________________

Type of Business: __________________________ Number of Years in Business: __________

Person to Contact Regarding Invoices: __________________________

Telephone: __________ Fax: __________ Email: __________________________

Federal ID#: ___________ Sales Tax Exempt #: __________________________ (Please attach copy of form)

SIC#: __________________________ Dun & Bradstreet DUNS Number __________________________

HEADQUARTERS ADDRESS

Parent Company: __________________________________________________________

Street Address: ______________________________________________________ P.O. Box: __________________________

City: __________________________ State/Province: __________________________ Zip: __________________________

Telephone: __________ Fax: __________ Email: __________________________

Website: __________________________ Email: __________________________

Federal ID#: __________________________ Sales Tax Exempt #: __________________________ (Please attach copy of form)
Information on Principals defined as:

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

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Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? __________

Name of Predecessor/Reorganized Businesses ______________________________________________

Are there legal actions or arbitrations pending against any of the companies or principals listed above? __________

BANK REFERENCES (Attach separate schedule if necessary)

Primary Bank:

Name: ___________________________ City: ___________________________

Address: __________________________________________________________

Contact Name: _______________________ Title: _______________________

Telephone: (________) _______________________ Fax: (________) ___________

Email: ________________________________

Account #: ______________________________

Other Bank:

Name: ___________________________ City: ___________________________

Address: __________________________________________________________

Contact Name: _______________________ Title: _______________________

Telephone: (________) _______________________ Fax: (________) ___________

Email: ________________________________

Account #: ______________________________
Trade References

Name of **FIRST** Reference: __________________________ Contact Name: __________________________

Address: ________________________________________________________________

Telephone: (_____ ) __________________________ Fax: (_____) __________________________

Email: _________________________________________________________________

Account #: _____________________________________________________________

Name of **SECOND** Reference: __________________________ Contact Name: __________________________

Address: ________________________________________________________________

Telephone: (_____ ) __________________________ Fax: (_____) __________________________

Email: _________________________________________________________________

Account #: _____________________________________________________________

Name of **THIRD** Reference: __________________________ Contact Name: __________________________

Address: ________________________________________________________________

Telephone: (_____ ) __________________________ Fax: (_____) __________________________

Email: _________________________________________________________________

Account #: _____________________________________________________________

Please attach separate, an audited copy of the company’s financial statement of assets and liabilities balance sheet and statement of profit and loss with initial application, future copies must be submitted upon request.

__________________________________________________________

CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF PVS’s CREDIT DEPARTMENT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; because all or part of the applicant’s income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.