

**ZIMRI DM, LLC dba
PMI LUBRICANTS**

COMMERCIAL CREDIT APPLICATION AND PURCHASE AGREEMENT FAX #888-324-0827
Ph# 800-243-5553 or #540-982-0600 / P.O.Box 11966, Roanoke, VA 24022

Date of Application _____ Sales Representative _____ Division _____ Price Level# _____
STATE TAX EXEMPT _____ Yes (attach certificate) _____ No. _____

ACCOUNT INFORMATION

Type of Business: _____ Corporation _____ Partnership _____ Proprietorship-Single _____ L.L.C.

SSN # _____ FEIN _____

Name and Address of General Partners or L.L.C. Members: _____

Bill to Name: _____ Ship To Name: _____
(BUYER) (BUYER)
Address: _____ Address: _____

Phone: _____ Phone: _____
Fax : _____ Fax: _____

Do you have more than one ship-to Location? _____ yes _____ no, If yes, please list separately

Number of years in business: _____ Own _____ Rent _____ Headquarters

Purchase order # required? _____ yes _____ no Backorders accepted? _____ yes _____ no

Employee Contact: Name: _____ Title: _____ Phone: _____

Email address to receive invoices and statements: _____

Bank References:

1) _____ 2) _____

Officer Handling Account _____ Officer Handling Account _____

Type: ___ Checking ___ Savings ___ Loan Type : ___ Checking ___ Savings ___ Loan

ACH Payment Info: Complete attached authorization Form to have payments automatically made from your preferred financial institution.

Type References:

1) Name/Contact _____ Phone # _____

2) Name/Contact _____ Phone # _____

3) Name/Contact _____ Phone # _____

Dun & Bradstreet: Listed _____ yes _____ no Rating _____ Existing Equip Owner: _____

Is there Existing Equip on site? Yes _____ No _____ Who has ownership of Equip? _____

Estimated gallons used per month: _____ Tank Capacity _____ # of Tanks _____

Type of Products: _____

Type of Package Products: _____

Amount of Credit Requested: \$ _____ by Customer _____ or by SalesRep _____

Terms: _____ net ten (10) days _____ load to load _____ net thirty (30) days _____ other

Applicant acknowledges by their signature that Zimri DM, LLC dba PMI Lubricants and/or any of its subsidiaries may use any means or contact any reference to determine credit worthiness of said aforementioned applicant.

Signature Date

Approval Signature Date

PURCHASE AGREEMENT

- 1 In this agreement "Buyer" shall mean the entity indicated on our Commercial Credit Application as "Buyer" and any affiliated entity purchasing from Zimri DM, LLC dba PMI Lubricants. "Guarantor" shall mean the individual signing in his individual capacity as a guarantor of "Buyers" obligations under this Agreement to Zimri DM, LLC dba PMI Lubricants, a Virginia corporation, and any affiliated company.
- 2 "Buyer" represents and warrants that the information provided in this application and agreement is true and accurate. The Commercial Credit application, and the information provided therein, is incorporated herein and made a part of this agreement. This agreement shall become binding upon acceptance by Zimri DM, LLC dba PMI Lubricants.
- 3 Upon acceptance of the terms as indicated by signature below, Zimri DM, LLC shall send and "Buyer" shall purchase such quantities of such products and at such prices as Zimri DM, LLC and "Buyer" shall hereafter from time to time agree, orally or in writing. "Buyer" agrees to check the products upon delivery, as well as the quantity and the price thereof, to verify that such conform to the agreement of the parties, and to notify Zimri DM, LLC in writing within (5) days of any dispute. Zimri DM, LLC shall use its best efforts to deliver products on the dates requested, but time is not the essence for deliveries made pursuant to this agreement.
- 4 "Buyer" agrees to pay the purchase price for the products sold pursuant to this agreement in accordance with the credit terms as specified. The payment terms may be changed from time to time with notice to "Buyer". Sums due Zimri DM, LLC hereunder are payable at Zimri DM, LLC offices or at such other places as it may designate. Sums due to Zimri DM, LLC under this agreement shall be the joint and several obligation of "Buyer" and "Guarantor", and shall be binding upon them and their successors and assigns. It is further understood and agreed that if the balance is not paid according to the terms of sale, the account will be considered past-due and will be subject to a finance charge of one and a half percent (1.5%) monthly (18%) annual interest rate to be computed on the previous months balance after payments and credits are deducted. If Zimri DM, LLC resort to legal or equitable remedies to enforce the terms of this agreement, "Buyer" agrees to pay all costs, expenses and the attorney fees incurred by Zimri DM, LLC. "Buyer" agrees that a reasonable attorney's fee is the greater of Five Hundred and 00/100 (\$500.00) or 25% of all sums due Zimri DM, LLC.
- 5 Zimri DM, LLC disclaims all warranties, expressed or implied, relating to the sale of products by Zimri DM, LLC as contemplated by this agreement, including the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall Zimri DM, LLC be liable for incidental or consequential damages.
- 6 This agreement may be terminated by either party by giving five (5) days written notice to the other.
- 7 Any additional terms of this contract will be specified by "Schedule A" attached.

Signature on behalf of Buyer/Guarantor

Date

Print name on behalf of Buyer/Guarantor

Accepted on behalf of Zimri DM, LLC

Date