

EAGLE PROPANE & FUEL, L.P.

Business Credit Application • Open Account Terms • Continuing Guaranty

Physical: 11317 W County Rd 127, Odessa, Texas 79765 | Mailing: P.O. Box 61777, Midland, Texas 79711

Phone: (432) 617-4500 | Fax: (432) 617-0206

Please complete in ink or electronically.

1. APPLICANT (BUYER) INFORMATION

Legal Entity Name (as registered):	
DBA / Trade Name (if any):	
Entity Type:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other: _____
Federal EIN:	_____ <input type="checkbox"/> Tax Exempt (attach) Tax Exempt # _____
Physical Address:	
Mailing Address (if different):	
Email / Business Phone:	/
Primary Contact / Title:	/
Authorized Purchasers (names):	
Registered Agent / Address (if applicable):	
Date Established / Principal Business Activity:	/
Requested Credit Type & Limit:	<input type="checkbox"/> Revolving Open Account Limit \$ _____ <input type="checkbox"/> One-Time Credit Amount \$ _____
Bankruptcy/Receivership (Buyer/predecessors):	<input type="checkbox"/> Yes (explain/attach) <input type="checkbox"/> No

2. OWNERS / PRINCIPALS (attach additional sheet if needed)

Principal #1 (Name / Title / %):	
Address / Phone:	
Principal #2 (Name / Title / %):	
Address / Phone:	
Principal #3 (Name / Title / %):	
Address / Phone:	

3. REFERENCES (minimum: 1 bank + 2 trade references)

Primary Bank (name / contact / phone):	
Account #: (optional) / If credit: unpaid balance.	/
Bank Reference Email:	
Trade Reference #1 (name / contact / phone):	
Reference #1 Email:	
Trade Reference #2 (name / contact / phone):	
Reference #2 Email:	

4. REQUIRED FINANCIALS (attach)

- For requests over \$200,000: last two year-end CPA reviewed/audited financials OR last two filed tax returns, plus current YTD financials.
- All other requests: last two filed tax returns plus current YTD financials.
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5. OPEN ACCOUNT TERMS (BINDING AGREEMENT)

Definitions: “Seller” = EPBB Investment Holdings, L.P. dba Eagle Propane & Fuel, L.P. “Buyer” = Applicant. “Account” = the open account created by this Application.

A. *Authority; Business Purpose.* Buyer represents the signatory is authorized to bind Buyer, and all purchases are for business/commercial use (not personal, family, or household).

B. *Credit Investigation; Reporting.* Buyer authorizes Seller to verify Buyer’s credit standing by contacting banks/trade references and obtaining business credit reports, and authorizes those parties to release information to Seller. Buyer authorizes Seller to share Buyer’s payment experience with credit reporting agencies and other creditors as permitted by law.

C. *Payment Terms; Late Charges.* Unless Seller states otherwise on an invoice/delivery ticket, invoices are due NET 30 days from invoice date. Past-due amounts accrue a late charge of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is less, from the date due until paid (before and after judgment).

D. *Usury Savings.* The parties intend to contract only for lawful interest. If any charge is determined to exceed the max lawful rate, it will be reduced automatically to the max lawful rate and any excess will be credited/refunded as required by law.

E. *Statements; Disputes.* Buyer must review invoices and statements promptly and notify Seller in writing of any discrepancy/dispute within twenty days after Buyer’s receipt of the applicable invoice/statement (receipt includes delivery by mail, email, portal, or other customary delivery method used by Seller). For any disputed item over \$100 on a single statement, Buyer must include a written explanation and supporting detail. Disputes must be sent to Seller at the notice address in Section 5.K (or such other address stated on the invoice/statement). Failure to timely dispute constitutes waiver of the disputed item to the extent permitted by law.

F. *Application of Payments.* Seller may apply payments first to costs of collection, then to attorneys’ fees, then to accrued charges/interest, and then to principal, regardless of remittance instructions.

G. *Returned Payments; Chargebacks.* Buyer will pay a returned-payment fee of \$35.00 (or the maximum permitted by law, if less) for any returned check/ACH or other rejected payment, plus any bank or processor fees assessed to Seller and any chargebacks. Seller may apply any returned-payment fee to the Account immediately and may require replacement funds by wire, cashier’s check, or other immediately available funds.

H. *Collection Costs; Attorneys’ Fees.* If the Account is placed for collection or suit, Buyer shall pay all reasonable costs of collection, including reasonable attorneys’ fees, court costs, and collection agency fees, to the extent permitted by law.

I. *Credit Limit; Suspension.* Seller may increase, decrease, suspend, or revoke credit at any time in Seller’s discretion, without limiting Buyer’s obligations or any guaranty.

J. *Default; Acceleration.* A default occurs if Buyer (i) fails to pay any amount when due, (ii) breaches this Application or any other agreement with Seller, (iii) makes a materially false or misleading statement in this Application or in connection with the Account, or (iv) becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed, or is the subject of bankruptcy or similar proceedings. Upon default, Seller may, in addition to any other rights and remedies: (a) declare all amounts owing on the Account and under any other agreement with Seller immediately due and payable (acceleration), (b) suspend deliveries, (c) reduce, revoke, or place credit on hold, (d) require cash in advance/COD or other payment assurance, and/or (e) exercise all rights and remedies available at law or in equity. Seller’s acceptance of partial payments or late payments does not waive Seller’s rights.

K. *Changes.* Buyer shall give prompt written notice of changes in Buyer’s name, address, ownership/control, or entity form.

L. *Job Information; Lien Rights.* When ordering, Buyer will provide job/project name and address if applicable. Buyer agrees Seller may take commercially reasonable steps to protect lien/security rights as allowed by law.

M. *Notices & Payments.* Payments/notices must be sent to the address shown on the invoice, or if none, to: **Eagle Propane & Fuels, Attn: Accounts Payable, P.O. Box 61777, Midland, Texas 79711**. Seller may change notice/payment addresses by written notice or by invoice statement.

N. *Governing Law; Jurisdiction.* Texas law governs. Buyer consents to personal jurisdiction in the state and federal courts located in Midland County, Texas, and waives objections to venue there to the extent permitted by law.

O. *Entire Agreement; Priority.* This Application, together with Seller’s invoices/delivery tickets and any credit-limit notice (each as issued by Seller), are the entire agreement regarding credit and sale terms between Buyer and Seller and supersede prior or contemporaneous discussions. In the event of any inconsistency, Seller’s terms (including this Application and Seller’s invoices/delivery tickets) control. Additional or conflicting terms in Buyer purchase orders, invoices, vendor portals, or other documents are rejected and are void unless Seller expressly agrees in a writing signed by an authorized officer of Seller.

P. *Miscellaneous; Amendments; Assignment; Severability; Counterparts.* No amendment, modification, waiver, or discharge of this Application or the Account is effective unless in a writing signed by Seller; Seller’s course of dealing does not

amend these terms. Seller may assign, sell, or transfer the Account and/or any amounts due (including to a factor or collection agency) without Buyer's consent; Buyer may not assign its rights or delegate its duties without Seller's prior written consent. If any provision is held invalid or unenforceable, the remaining provisions will remain in full force and effect to the maximum extent permitted by law. Signatures may be electronic and in counterparts, each deemed an original.

6. TERMS AND CONDITIONS OF SALE

A. *Limited Express Warranty; Disclaimer.* Seller warrants only that goods conform to Seller's description at delivery. SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN.

B. *Limitation of Liability.* SELLER'S TOTAL LIABILITY FOR ANY CLAIM (CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE) WILL NOT EXCEED THE INVOICE PRICE OF THE SPECIFIC GOODS/SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES. BUYER ACKNOWLEDGES THIS LIMITATION IS CONSPICUOUS AND IS A MATERIAL PART OF THE BARGAIN.

C. *Taxes.* Buyer will pay applicable taxes/fees unless Buyer provides a valid exemption/resale certificate. If an audit results in taxes assessed to Seller for Buyer's purchases, Buyer will reimburse Seller for taxes, penalties, interest, and reasonable response costs (including attorneys' fees) to the extent permitted by law.

D. *Risk of Loss; Delivery Limits.* Delivery to carrier at F.O.B. shipping point constitutes delivery to Buyer and risk of loss passes to Buyer. If Seller delivers to Buyer, delivery may be limited to tailboard/pavement as required by safety/insurance rules. Buyer is responsible for site conditions and access.

E. *Inspection; Transit; Notice.* Buyer must inspect promptly. For shortage/damage in transit, Buyer must file carrier claims and is responsible for recovery from the carrier. For errors attributable to Seller (damage/defect/shortage/nonconformity), Buyer must notify Seller in writing within ten days after receipt (or within ten days after due date for nondelivery). Failure to timely notify waives the claim to the extent permitted by law. No allowance for labor/repairs/alterations without Seller's written consent. Use of goods after reasonable opportunity to inspect constitutes acceptance and waiver of readily discoverable defects.

F. *One-Year Limitation for Sales Claims.* Any action by Buyer against Seller arising from a sale of goods must be commenced within one year after delivery (or due date for nondelivery), as permitted by applicable UCC law.

G. *Release; Strict Liability Waiver (to the extent permitted).* BUYER RELEASES AND AGREES NOT TO SUE SELLER FOR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS ARISING OUT OF BUYER'S HANDLING, STORAGE, TRANSPORTATION, INSTALLATION, OR USE OF THE GOODS, TO THE EXTENT SUCH CLAIMS ARE CAUSED BY BUYER OR THIRD PARTIES AND NOT CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BUYER WAIVES STRICT LIABILITY CLAIMS TO THE EXTENT PERMITTED BY LAW.

H. *Indemnity.* Buyer will defend, indemnify, and hold Seller harmless from third-party claims, fines, penalties, and reasonable attorneys' fees to the extent arising out of Buyer's or Buyer's agents' acts/omissions, site conditions, handling, storage, transportation, installation, or use of goods/services (except to the extent caused by Seller's negligence or willful misconduct).

I. *Cancellation/Special Orders.* If Buyer cancels any special-order or specifically ordered/manufactured goods before completion/delivery, Buyer will pay Seller's invoice(s) for goods completed, plus reasonable costs incurred as a result of the cancellation, to the extent permitted by law.

J. *Modifications.* Seller may make reasonable alterations, substitutions, or changes in design/material without obligation to replace prior shipments. Seller literature is not binding unless expressly incorporated in writing.

K. *Separate Transactions; Default.* Each delivery is a separate transaction. Any default by Buyer under this or any other agreement with Seller is a default for all purposes. Upon default, Seller may exercise the remedies stated in this Application, including suspension of deliveries/credit and acceleration of all amounts due.

L. *No Delay Damages.* Seller is not liable for damages arising from delivery delays beyond Seller's reasonable control.

M. *Force Majeure.* Seller is not responsible for failure or delay in performance (including delivery interruptions, allocation, or shortages) to the extent caused by circumstances beyond Seller's reasonable control, including acts of God, weather, fire, flood, accidents, labor disputes, transportation interruptions, governmental actions, supply interruptions, or equipment failures. During any such event, Seller may allocate supply among customers in a commercially reasonable manner.

N. *Waiver.* Seller's failure to enforce any provision is not a waiver of future enforcement.

7. GUARANTY

The Obligations (as defined in the Standalone Guaranty Agreement) may be guaranteed by one or more individuals by signing the Standalone Guaranty Agreement attached to (and made part of) this Business Credit Application. Each person who signs the Standalone Guaranty Agreement is a "Guarantor," and the Standalone Guaranty Agreement is incorporated by reference and applies to this Business Credit Application and the Account.

8. AUTHORIZATION & SIGNATURE (APPLICANT)

Buyer certifies the information provided is true and correct and constitutes the full application for credit with Seller. Buyer agrees to notify Seller within a reasonable time of changes in business name, address/contact information, or ownership. Buyer accepts and agrees to the terms above, including payment terms. The undersigned certifies that they are duly authorized to sign this Application on behalf of Buyer and to bind Buyer to these terms.

APPLICANT (Legal Name)	
By (Authorized Signer) / Title	
Print Name	
Signer Email (for notices/e-sign verification)	
Signature	
Date	

WITHOUT SIGNING AND DATING, THIS APPLICATION CANNOT BE PROCESSED!

STANDALONE GUARANTY AGREEMENT

Definitions. As used in this Guaranty: “Seller” means Eagle Propane & Fuels. “Buyer” (also, “Debtor”) means the applicant identified as Buyer/Applicant in the Business Credit Application to which this Guaranty is attached (the “Application”). “Account” means the open account created by the Application. “Obligations” means all amounts and duties Buyer/Debtor owes to Seller now or in the future under the Application, the Account, Seller’s invoices/delivery tickets, and any other agreement between Buyer/Debtor and Seller, including without limitation principal, interest/late charges, returned-payment fees, costs of collection, court costs, and reasonable attorneys’ fees. Each undersigned individual is a “Guarantor,” and all undersigned individuals are collectively the “Guarantors.”

In consideration of Seller extending credit to Buyer/Debtor under the Application and/or continuing to extend credit on the Account, each Guarantor **jointly and severally**, absolutely, unconditionally, and continuously guarantees full and prompt payment and performance of the Obligations. Each Guarantor’s liability is primary and direct (as though Guarantor were the principal obligor), and is not contingent upon any attempt by Seller to collect from Buyer/Debtor or any other person. This Guaranty is attached to and made part of the Application and may be enforced by Seller in connection with the Application, the Account, and the Obligations.

Guarantor waives (to the extent permitted by law) presentment, demand, protest, notice of dishonor, notice of default, notice of acceptance, notice of any extension or modification of the Obligations, and any requirement that Seller first proceed against Debtor, any other guarantor, or any collateral. Guarantor also waives all suretyship defenses and any defenses based on (i) impairment or release of collateral, (ii) settlement or compromise with Debtor or others, (iii) release of any co-guarantor, (iv) Seller’s failure to perfect, preserve, or enforce any rights, or (v) any change in the Obligations, Debtor’s structure, ownership, name, or status. This Guaranty is not discharged by renewals, extensions, modifications, indulgences, settlement, partial payments, or Debtor’s reorganization, merger, or other change. This Guaranty remains effective until Seller receives Guarantor’s written revocation, but revocation applies only to Obligations incurred after Seller’s receipt. If any payment applied to the Obligations is later avoided, rescinded, or required to be returned (including in bankruptcy), Guarantor’s obligations under this Guaranty are reinstated as though such payment had not been made.

Credit Reporting Authorization (Guarantor). Guarantor authorizes Seller to obtain consumer reports regarding Guarantor from time to time for purposes of (i) evaluating this guaranty/credit, (ii) reviewing the account, and (iii) collection, as permitted by the Fair Credit Reporting Act (15 U.S.C. § 1681b). A photocopy/electronic copy is effective as an original.

Governing Law; Jurisdiction. Texas law governs. Guarantor consents to personal jurisdiction in the state and federal courts located in Midland County, Texas, and waives objections to venue there to the extent permitted by law.

GUARANTOR #1	
Guarantor Full Legal Name:	
Identifiers:	DOB (required): _____ Last 4 SSN (required): _____
Physical Address:	
Phone / Email:	/
Guarantor Signature	
Date	
Print Name	
GUARANTOR #2 (optional)	
Guarantor Full Legal Name:	
Identifiers:	DOB (required): _____ Last 4 SSN (required): _____
Physical Address:	
Phone / Email:	/
Guarantor Signature	
Date	
Print Name	