

CREDIT APPLICATION & ACCOUNT AGREEMENT

Tiber Industries LLC. Read the terms below, then complete every applicable field on the final page(s), sign, and return to fuel@tiberindustries.com. Please keep a copy for your records.

AUTHORIZATION & CREDIT TERMS

Applicant certifies that the information in this application is true and complete and authorizes Tiber Industries LLC ("Tiber") to contact references, verify banking and business information, and obtain commercial and consumer credit reports as permitted by law. Unless otherwise approved in writing, payment terms are Net 30 from the invoice date. Past-due balances may accrue a finance charge of 1.5% per month (18% annualized) or the maximum lawful rate, whichever is less.

TERMS OF SALE

1. Application and Scope

These Terms of Sale apply to every sale, delivery, rental, and service provided by Tiber to Applicant, including future orders placed by telephone, email, text message, purchase order, delivery ticket, bill of lading, or other communication. Conflicting customer terms do not apply unless expressly accepted by Tiber in a signed writing.

2. Payment

Invoices are due Net 30 from the invoice date unless Tiber approves different terms in writing. Fuel is invoiced on actual delivered gallons. Mobilization, equipment, rental, delivery, monitoring, and other charges are invoiced as quoted. Applicant must promptly notify Tiber of any invoice dispute and pay all undisputed amounts when due.

3. Finance Charges

Past-due amounts may accrue a finance charge of 1.5% per month or the maximum lawful rate, whichever is less, from the due date until paid.

4. Pricing and Taxes

Per-gallon pricing is based on current supplier pricing plus Tiber's margin and is subject to change. Pricing is confirmed at the time of each delivery. Applicable federal, state, and local taxes, fees, and surcharges are additional unless the quote states otherwise.

5. Delivery and Acceptance

Title and risk of loss for fuel pass to Applicant when fuel is delivered into Applicant's tank, equipment, or designated storage. A signature on a delivery ticket or bill of lading is conclusive acknowledgment of receipt of the products and quantities shown and obligates Applicant to pay under these terms.

6. Authorized Recipients

Applicant authorizes its employees, subcontractors, agents, and site personnel present at the jobsite to direct delivery, receive products, and sign delivery tickets or bills of lading on Applicant's behalf. Applicant is responsible for their acts relating to delivery and acceptance.

7. Site Access and Safety

Applicant will provide safe and lawful access to the delivery location, identify tanks and fill points, disclose hazards, and ensure that the site and receiving equipment comply with applicable law. Tiber may refuse or stop a delivery when conditions appear unsafe or unlawful.

8. Quantity and Measurement

Tiber's meter, delivery ticket, bill of lading, or supplier record controls the delivered quantity absent clear evidence of error. Applicant must report a claimed shortage or product issue within five business days after delivery.

9. Equipment

Any tank, pump, hose, meter, monitor, containment system, or other equipment supplied by Tiber remains Tiber's property unless sold in writing. Applicant is responsible for reasonable care, security, lawful use, and loss or damage beyond ordinary wear while equipment is at the site. Tiber may enter the site at reasonable times to inspect, service, or recover its equipment.

10. Security Interest and UCC Filing

To secure all amounts owed, Applicant grants Tiber a continuing security interest in delivered fuel, identifiable proceeds, and all Tiber-owned equipment in Applicant's possession. Applicant authorizes Tiber to file UCC financing statements and amendments describing the collateral and will provide information reasonably requested for filing.

11. Credit Hold and Suspension

Tiber may reduce or revoke credit, require advance payment, place the account on hold, or suspend deliveries whenever an invoice is past due, credit information materially changes, or Tiber reasonably believes payment is at risk. Suspension does not waive Applicant's obligations.

12. Default and Collection

Upon default, all amounts owed become immediately due. Applicant agrees to pay reasonable collection costs, court costs, and attorney's fees to the extent permitted by law. Tiber's remedies are cumulative.

13. Returned Payments

Applicant is responsible for bank charges and reasonable processing fees associated with returned checks, rejected ACH payments, chargebacks, or other failed payments, subject to applicable law.

14. Limitation of Liability

To the maximum extent permitted by law, Tiber is not liable for indirect, incidental, special, exemplary, or consequential damages, including lost profits, downtime, or project delay. Tiber's aggregate liability arising from a specific delivery will not exceed the amount Applicant paid for that delivery, except where limitation is prohibited by law.

15. Force Majeure

Tiber is not liable for delay or nonperformance caused by events beyond its reasonable control, including supplier interruption, shortage, transportation disruption, severe weather, labor dispute, governmental action, equipment failure, or emergency.

16. Electronic Signatures and Records

Electronic signatures, scanned copies, and electronically transmitted records are enforceable as originals. Applicant consents to electronic communications, invoices, delivery records, and account documentation.

17. Governing Law and Venue

Each transaction is governed by the Uniform Commercial Code and other applicable laws of the state in which the delivery or performance occurs, without regard to conflict-of-law rules. Any action may be brought, at Tiber's election, in a court of competent jurisdiction where the delivery occurred, where Applicant maintains its principal place of business, or where Tiber maintains its principal place of business. Applicant consents to personal jurisdiction and venue in those courts to the extent permitted by law.

18. Miscellaneous

No waiver is effective unless in writing. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect. Applicant may not assign this agreement without Tiber's written consent. This agreement, accepted quotes, delivery records, and invoices constitute the parties' agreement for the applicable transaction.

PERSONAL GUARANTY

For value received and to induce Tiber to extend credit, the undersigned individual ("Guarantor") personally, absolutely, and unconditionally guarantees the full and prompt payment and performance of every obligation Applicant owes Tiber, now or later, including principal, fuel and equipment charges, finance charges, collection costs, court costs, and reasonable attorney's fees to the extent permitted by law. This is a continuing guaranty and remains effective despite changes in credit terms, extensions, renewals, modifications, additional purchases, or Tiber's delay in enforcing rights. Guarantor waives presentment, demand, protest, notice of acceptance, notice of default, and notices of extension or modification. Tiber may proceed directly against Guarantor without first proceeding against Applicant or collateral. Guarantor confirms that they have read and accept this Personal Guaranty by signing below.

APPLICANT INFORMATION & SIGNATURES

Complete every applicable field, then sign under Business Acceptance and Personal Guaranty.

APPLICANT BUSINESS INFORMATION

Legal business name *

DBA / trade name

Billing street address *

Suite / unit

City *

State *

ZIP *

State of formation

Company phone *

Company email *

Federal EIN

Entity type (Corporation / LLC / Partnership / Sole Proprietor) *

Years in business

Requested limit

Accounts payable contact *

Accounts payable email *

TRADE & BANK REFERENCES (three trade, one bank)

Company / bank name	Contact / officer	Phone
Trade		
Trade		
Trade		
Bank		

BUSINESS ACCEPTANCE

By signing, the undersigned represents that they are authorized to bind Applicant and accepts the Authorization, Credit Terms, and Terms of Sale above on behalf of Applicant.

Authorized signature *

Printed name *

Title *

Date *

Purchase order required? (Y / N)

PERSONAL GUARANTY & GUARANTOR ACCEPTANCE

Guarantor signature *

Printed name *

Date *

Home state

Date of birth

Last 4 of SSN

Tiber may request additional identity or credit-verification information through a secure process based on the requested credit limit.