



PO BOX 28 TETONIA, ID 83452
 (AR@berryoil.com)
 208-456-2271



Open Account Agreement

Account Name: _____ SSN or FIN: _____
 Account Type: Individual – Personal Individual-Business Partnership LLP/LLC Corp Gov
 Street Address: _____ City: _____ State: _____ Zip: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Cell: _____

AP Contact & Email Address for Inv / Statement: _____

Credit Limit Requested: _____ Sales Tax Exempt? No Yes Number: _____
 Attach Financial Statement if over \$15,000 ***If yes, Exempt Certificate must be attached**

*All sales are considered taxable unless we have current documentation on file

Principal Owners or Officers:

Last Name: _____ First Name: _____ MI: _____ Title: _____
 SSN: _____ DOB: _____ Cell No: _____
 Last Name: _____ First Name: _____ MI: _____ Title: _____
 SSN: _____ DOB: _____ Cell No: _____

Primary Banking References:

Bank Name: _____ Checking Acct #: _____ Phone: _____
 Bank Address: _____ City: _____ State: _____ Zip: _____

Trade References / Creditors:

Name: _____ City: _____ Phone: _____
 Name: _____ City: _____ Phone: _____
 Name: _____ City: _____ Phone: _____

I/We the undersigned hereby authorize the above listed credit and bank references to release credit information to John C. Berry & sons, Inc./Berry Oil. I/We certify that all the information on this form is correct and that I/We have read and fully understand and have received a copy of the "Open Account Agreement" as printed on the reverse side. In consideration for credit & payment terms granted, I/We agree to abide by the terms and conditions of this agreement and agree to pay all amounts when due.

Automatic Payment (EFT)? No Yes Contact Person: _____

If yes, please furnish the information below:

Bank Name: _____ Routing No: _____ Account No: _____
 Email Address for ACH Notifications: _____

I hereby authorize the above account to be electronically debited by John C. Berry & Sons, Inc. and/or Berry Trucking. John C. Berry & Sons, Inc. and/or Berry Trucking shall initiate debit or credit entries to customer's account as indicated above, and does hereby authorize the financial institution named above to debit or credit such entries to the customer's account. This authorization is also applicable to any other account I have, should the originally authorized account be closed or deemed inactive. I have attached to this form a copy of a voided check with which to verify the account information.

Print Name: _____ Title: _____ Date: _____

Signature: _____

Personal Guarantee(s): Each of the undersigned, in consideration of the credit terms granted to the above applicant hereby jointly and several guarantee to John C. Berry & Sons, Inc./Berry Oil for all amounts owed and all reasonable costs of collection, including attorney's fees and interest. The undersigned waive notice of acceptance of the guarantee, notice of nonpayment and notice of protest. This guarantee is absolute and continuing and shall not be impaired if John C. Berry & Sons, Inc./Berry Oil amends, renews, impairs, or releases any of the obligations contained in its terms.

Printed Name: _____ % Ownership: _____ SS #: _____

Required Signature: _____ Date: _____



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John C. Berry & Sons, Inc. dba Berry Oil TERMS & CONDITIONS OF OPEN ACCOUNT

In consideration for granting credit to Buyer and in compliance with the federal "Truth-in-Lending" law, the undersigned (on reverse side) as Buyer agrees with John C. Berry & Sons, Inc. as Seller that our extension of credit to you is in our sole discretion and we may discontinue the extension of credit to you at any time, with or without prior notice. You agree that any purchases you make from us on credit shall be subject to and paid in accordance with, the terms set forth below.

1. *Payment Terms:* All accounts are due in full on or before the invoice due date. Invoice will be considered past due if payment is not received on or before the due date.
Terms: Terms are determined by product ordered & credit status. Explanation of terms:
 - a. Due in Full on the 10th: Standard invoice charges to regular accounts are due in full on or before the 10th day of the month following delivery.
 - b. Net 7 Days: Standard invoice charges to Net 7-day accounts are due in full on or before the 7th day from delivery date. Standard terms on transport loads of fuel are Net 7 days (subject to credit limit approval).
 - c. Other Special Term: Load to Load, C.O.D.
2. *Past Due:* Buyer understands and agrees that if account is past due and/or over credit limit, seller may require payment at or before the time of delivery. If payment is not available delivery may be refused.
3. *Change of Terms:* Seller has the right to change the terms of this agreement at any time. Buyer will be notified of the changes in writing. Use of the account after the effective date of the changes will constitute acceptance of the new terms.
4. *Credit Information Authorizations:* You authorize us to investigate your creditworthiness and to furnish information concerning your performance of this account to credit reporting agencies and others who may lawfully receive such information. You hereby authorize us, our agents and representatives to secure business and/or credit reports or other credit information about you. You hereby agree to the release of credit information, including the reporting of credit history by credit reporting agencies to us. This authorization may be relied upon by any person upon receiving a photo copy or fax copy hereof.
5. *Finance Charge:* Finance charges will accrue on all amounts past due from the due date until paid in full. You will be charged a finance charge on all amounts past due at the "Daily Periodic Rate" of 1.5% per month (Annual Percentage rate of 18%) (or a minimum charge of \$4.00) applied to the past due balances on the account. Payments received from you will be applied first to finance charges and then to the principal balance of your account. To avoid a finance charge, the total amount you owe must be received by us on or prior to the due date specified. You may pay your total balance due without a penalty at any time. Quoted & contract price can be increased or late fee charged if invoice is not paid by due date according to Seller's terms.
6. *Collection Costs:* Buyer agrees to pay standard collection and/or attorney fees and court costs if this agreement is referred for collection to an attorney or collection agency.
7. *Returned Checks:* Returned checks will be charged the maximum fee allowed by law. Returned checks not made good immediately may be turned over for legal action. A returned check is grounds to require cash or cashier's check for future delivery.
8. *Binding Agreement:* This Agreement shall be binding on you, your heirs, executors, personal representatives, successors and assigns.
9. *Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
10. *Jurisdiction and Venue:* You agree to submit to the jurisdiction of the Courts of the State of Idaho. You agree that venue of any legal action relating to this Agreement shall be in the District Court of Idaho, sitting in Teton County, Idaho.
11. *Corrected Invoices:* Seller has the right to correct invoices for product, quantity, price and taxes. Buyer agrees to pay corrected invoices. Buyer agrees to pay all applicable taxes on product(s) purchased. If an applicable tax was not charged or charged incorrectly, Seller has the right to correct the Invoice(s) and reinvoice the tax required by law.
12. *Service Charge:* Deliveries will be made based on equipment and personnel available. A service charge may be charged for emergency deliveries made after standard hours, Sundays or major holidays (i.e. Thanksgiving, Christmas, New Years).
13. *Transfer of Account:* Buyer is not authorized to transfer credit account and/or agreement to another party or entity through sale, buy out, change in business entity, etc. New entities must reapply for credit with seller.
14. *Billing Discrepancies:* Written notification of billing and/or payment discrepancies, credit issues, change in ownership and change of address must be sent within 45 days of the transaction date to: Berry Oil, Credit Department, P.O. Box 28, Teton, Idaho 83452.

A photocopy or fax copy of this application shall be given the same legal effect as the original.

Signature on the reverse side indicated acknowledgement of receipt of a copy of this agreement, acceptance of terms and disclosure.