



Nouria Energy Retail, Inc.
326 Clark Street
Worcester, MA 01606
 Email completed application to:
EnmarketCredit@nouria.com

Credit Application

Date: _____

COMPANY INFORMATION

Customer Company Name: _____

Db name, if applicable: _____ D & B Number _____

Parent Company, if applicable: _____

Type of entity: (check one) Corporation LLC Partnership Sole Proprietorship

Billing Address: _____

City _____ County _____ State _____ Zip _____

Corporate Office Address: _____

City _____ County _____ State _____ Zip _____

Phone with area code: _____ Fax with area code: _____

Line of Business: _____

Web Address: _____

Federal ID Number: _____ Number of Years in Business: _____

Accounts Payable Contact Name: _____

Accounts Payable Phone: _____ Email: _____

Has your company, its parent, or affiliates ever filed bankruptcy? YES NO If yes, when? _____

CREDIT INFORMATION

Company Principals:

Name	Title	Phone	Email

References:

Bank Reference Name	Phone	Fax Number
Account Number: _____	Contact: _____	Email: _____
Trade Reference Company Name	Phone	Email or Fax Number
1. _____		
2. _____		
3. _____		

CARD PREFERENCES

Estimated Monthly Purchases: _____ Number of Cards Needed: _____

Require Odometer Reading? YES NO

PIN Numbers to be Required? YES NO

Allow In-Store Purchases? YES NO

Invoicing Preference: Electronic Paper

(NOTE: There is a \$3.00 monthly fee for paper invoices.)

Email address for electronic invoices: _____

Credit Terms and Commercial Fueling Account Agreement

1. The above-referenced customer ("Customer") hereby makes this agreement with and in favor of Nouria Energy Retail, Inc. and its successors and assigns (collectively, "Nouria") for and in order to obtain an Nouria commercial fueling credit card account, to make purchases on credit, and, subject to item 4 below, hereby agrees to pay for all purchases and other charges, costs or fees on said account per this agreement. Customer represents and warrants that this account is being established, and the credit extended hereunder will be used, only for a business, commercial or agricultural purpose as defined under applicable law, such as the Credit Card Accountability Responsibility and Disclosure Act of 2009, as amended, and is not being established for, and the credit extended hereunder will not be used for, any consumer purposes whatsoever.

2. Customer agrees that for monthly purchases totaling less than \$500, a \$5.00 cost of credit charge will be applied for that month, and for monthly purchases totaling between \$500 and \$3,999.99, a 1% (of the amount of monthly purchases) cost of credit charge will be applied for that month. If monthly purchases total more than \$4,000, no cost of credit charge will be applied for that month if payment is fully and timely made, but if payment is not fully and timely made, a 1% cost of credit charge will be applied for that month and each month thereafter during which payment remains outstanding (12% fixed annual percentage rate). The cost of credit charge is assessed to help offset the cost to establish, maintain and administer the credit account, and all cost of credit charges will be waived if customer agrees to a monthly ACH draft from its account. Nouria will submit invoices on a monthly basis for purchases, fees, interest and other charges applied or incurred during or with respect to the preceding month just ended, and payment in full is due according to the payment terms stated on the invoice. An additional late payment finance charge of 1.50% per month (18% annual percentage rate; a possible total 30% annual percentage rate when added to the 1% cost of credit charge, if applicable) will accrue on all amounts not timely paid from the date due until the date fully paid. The annual fee to maintain the account is \$0.00. The account establishment fee is \$0.00. If Customer agrees to a monthly ACH draft from its account, per the payment terms above, Customer will become eligible for a discount for each gallon of fuel purchased in a month if the Customer pays for all of such fuel timely (if full and timely payment of is not made, the discount will be forfeited, reversed and charged back to Customer, and Customer will immediately pay such amount on demand).

3. Customer agrees that Nouria reserves the right to, in its sole discretion from time to time, suspend the right to make purchases on credit or cancel this credit arrangement or agreement at any time and for any reason, including but not limited to in response to Customer's failure to timely pay in full any amounts due or Customer's failure to safeguard commercial fueling cards. If Nouria cancels or suspends the right to make purchases, Nouria may impose additional or different terms in order to allow purchases on credit to begin again. Customer agrees that Customer's account will have a credit limit established for Nouria's sole benefit which Nouria may set and/or increase or decrease from time to time in its discretion, and that, subject to item 4 below, Customer will be responsible for all purchases on the account, regardless of whether any purchase exceeds or is in excess of Customer's account credit limit. Nouria has no duty to monitor purchases or account balances on the account. Nouria will not be responsible for any charges in excess of credit limits. Customer will pay all costs of collection including but not limited to reasonable attorney's fees, costs and expenses actually incurred, and any collection action may be instituted by Nouria in a court in Chatham County, Georgia, with jurisdiction and venue in such courts being hereby consented to.

4. If a Commercial Fueling card issued to Customer is lost or stolen, it is Customer's responsibility to disable the card via the online portal and call the Nouria office at the phone number listed above and make a verbal report within 24 hours. At that time, the card will become invalid. In addition to the verbal notice, Customer must deliver to Nouria a written Card Stop Order request within three (3) days after the verbal notice. Only if the requirements in this paragraph are fully and timely complied with will Customer be relieved of responsibility to pay for charges incurred after the time the verbal report is received by Nouria.

5. This agreement will be binding on and inure to the benefit of the parties hereto and their heirs, estate, successors and assigns, may be assigned by Nouria but not Customer, is governed by and interpreted under Georgia law, will not be construed against any party as the drafter, and contains the entire agreement concerning the subject matter hereto. The obligations of the parties shall survive any termination of this agreement, and no amendment to this agreement or waiver or release of any right or obligation hereunder will be valid unless made in a writing signed by both parties.

6. Customer hereby authorizes Nouria to review financial statements, investigate bank and trade references, and credit reporting agencies pertaining to the credit and financial responsibility of the Customer.

By signing below, Customer hereby confirms that the all information given is true and correct and acknowledges and accepts Nouria's Credit Terms and Commercial Fueling Agreement.

Company Name:	
Signature:	Title:
Printed Name:	Date:

<i>Nouria Internal Use Only:</i>	Credit Limit Approved:	Approved By/Date:
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GUARANTY

In consideration of the present or future extension of credit to(the "Debtor") by Nouria Energy Retail, Inc. and its successors or assigns (collectively, "Nouria") (whether for or in connection with Debtor's purchases on credit from Nouria under that commercial fueling account agreement between Debtor and Nouria dated on or about 20__, or otherwise), the undersigned, jointly and severally, each hereby unconditionally guarantees the full and prompt payment and performance when due of all present and future obligations, liabilities, and indebtedness of any nature now or hereafter owed or to owing by Debtor to Nouria, any and all extensions, renewals, modifications or substitutions of any of the foregoing, and all interest thereon (collectively, the "Debt"). The Debt specifically includes, but is not limited to, Debtor's purchases under commercial fueling account credit cards issued by Nouria, regardless of whether such purchases exceed applicable credit limits, which credit limits are established for Nouria's sole benefit.

This Guaranty shall be continuing, absolute and unconditional and shall remain in force and effect until the Debt has been paid in full, notwithstanding any event or any act or omission of Nouria or any other person or entity which might otherwise constitute a legal or equitable discharge of the undersigned's liability hereunder but for this provision, and the undersigned's liability hereunder shall be reinstated to the extent Nouria is required at any time to disgorge or repay any amounts then previously received in payment of the Debt, for any reason. If Debtor defaults in the timely payment of Debt or the undersigned defaults under this guaranty, the undersigned agrees to pay Nouria all costs of collection and enforcement, including but not limited to reasonable attorneys fees actually incurred, and agrees that any collection or enforcement action hereunder may be instituted by Nouria in Chatham County, Georgia.

The undersigned expressly waive(s) presentment, demand, notice of nonpayment, protest, and notice of protest on the Debt, notice of acceptance of this guaranty by Nouria, notice of the creation, occurrence, release or modification of any of the Debt, security therefore or terms relating thereto, and any and all other notices whatsoever. The undersigned also agree(s) that Nouria may, from time to time and without notice to or the consent of the undersigned, extend or renew the Debt, change any of the terms or conditions concerning in any way the Debt, the incurring or payment of Debt, or Nouria's extension of credit to Debtor, including but not limited to changes in Debtor's credit limits, surrender, compromise, substitute, or exchange all or any part of any collateral held by Nouria to secure the Debt, grant any release, compromise, or indulgence with respect to the Debt or any extension or renewal thereof or any security therefore or to any party liable thereunder or hereunder (including but not limited to failure or refusal to exercise one or more of the rights or remedies provided to Nouria under this or any other agreement concerning or relating to the Debt), all without affecting or relieving the liability of the undersigned hereunder, any of which may be sued by Nouria with or without joining any of the other guarantors or the Debtor or otherwise seeking or proceeding to collect from or foreclose on them or any collateral. This guaranty shall inure to the benefit of Nouria and its successors and assigns, including but not limited to any assignee or holder of the Debt or a part thereof.

Given under the hand and seal of each of the undersigned, this _____ day of _____, 20__ .

Address:

L.S.

Printed Name

L.S.

Printed Name