



## Distributor Package

Please Print All Information Clearly – Do Not Leave Any Information Blank

Account Type:  Branded Distributor  Unbranded Distributor

Date of Application:		Salesperson	
Business Name:		Federal Tax ID Number:	
DBA/Trading As:		State Tax ID Number:	
Business Address:		Business Phone:	
City:	State:	Zip Code:	
Billing Address if different from Entity:			
Accounts Payable Contact Name:		Phone Number:	Email Address:
Credit/Financial Contact and Title:		Phone Number:	Email Address:

### Business Type:

<input type="checkbox"/> SOLE PROPRIETORSHIP if other, please describe	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> OTHER	State Business Formed in:
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### Ownership Information

Name of Officers / Owners	Title	% Shared / Owner	Social Security Number

### Personal Information: (Please complete all applicable informational fields)

Owner Name:	Home Phone Number:
Social Security Number:	Home Fax Number:
Home Street Address:	Cell Phone #:
P.O. Box:	Driver's License # & State of Issue:
City:	Education: <input type="checkbox"/> High School <input type="checkbox"/> College <input type="checkbox"/> Graduate Degrees:
State:                  Zip:	U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Name Country:
Date of Birth:	Other Information:
Spouse Name:	Spouse Social Security Number:
Spouse Date of Birth:	Other Information:

### Bank Reference

Bank Name:		Address:	
City:	State:	Zip:	Phone No.:
Bank Officer:	Phone No:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	Account No.:

**GENERAL INFORMATION - If answered yes please explain:**

Are any assets held in Trust?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any assets pledged or debts secured except as shown?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the company ever had a repossession?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the company ever filed bankruptcy or had a judgment against it?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the company ever been a principal or guarantor of a firm that declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the company currently a party to any claim or suits?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has there been an IRS audit in the past 3 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has the audit been settled?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Requirements:**

**In order for Sunoco to extend a credit facility, it is a required that Sunoco receive the following:**

- Your most current year-end audited, or accountant prepared financial statements
  - Encompassing an Income Statement, Balance Sheet, Cash Flow Statement and applicable notes for the last 2 years.
- Copy of the filed certificate of formation for the Corporation or LLC
  - Must show official, Officers and Directors of the Corporation or members of the LLC
- W-9 (Current version Oct 2018 per the IRS website) along with IRS letter assigning EIN number if available.
- EFT form along with a voided check or a bank letter on bank letterhead confirming account information

**Please check preferred Credit term - Please note this is for preference only and this entire credit package must be reviewed.**

**Branded Distributor Credit Terms:**     1.25% Net 3 days     1% Net 10 days

**Unbranded Distributor Credit Terms:**     Net 3 days     Net 5 days     Net 7 days     Net 10 days

I acknowledge that the above information is true and accurate, I further authorize Sunoco and/or its affiliates, permission to contact suppliers, financial institutions and/or credit reporting agencies and such suppliers, institutions and agencies to release all credit related information to Sunoco. Sunoco is relying upon all the information and data submitted as a material factor in considering application for credit, in the event there are any material changes in any of the information supplied to Sunoco, you or a company representative will promptly notify Sunoco of the changes.

\_\_\_\_\_  
Authorized Signature of Company Owner or Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Thank you for your interest in becoming a business partner of Sunoco.

**CREDIT POLICY:** All Applicants are subject to Sunoco’s credit policies and procedures. Prepay restrictions may be placed on any past due account. Sunoco reserves the right to decline credit to Applicant and in the event, credit is extended, Sunoco can change or revoke Applicant’s credit status at any time at Sunoco’s discretion. Claims arising from invoices must be made within 10 working days of the invoice date. Terms and Conditions of Purchase Order(s) and other similar documents submitted by the Applicant will be null and void and do not become any part of an agreement with Sunoco unless Sunoco accepts such terms and conditions in writing. If required by Sunoco, the individual owners of the Applicant shall sign the guaranty attached, personally guaranteeing all debts accrued by the Applicant.

**CREDIT TERMS:** I/We further agree I /We will pay Sunoco for all sales and/or services on the account within the specified payment terms and payment method on the invoice. Any portion of the amount due not paid by the due date will be considered past due and subject to a finance charge. The finance charge shall be computed by multiplying the previous balance as shown on the statement times a monthly rate of 1.5% which is an annual percentage of eighteen percent (18%). In the event the above rate is more than the legal rate allowed by law, then the finance charge shall be computed at the highest legal rate allowed by the State of Texas, not to exceed eighteen percent (18%) per annum. Return EFT (Electronic Funds Transfer) will be assessed of fee of \$125.00 or 10% of the returned amount whichever, is higher. The Company reserves the right to suspend deliveries in the event that the applicant fails to pay for any one shipment when due or the applicant exceeds the extended credit limit

**VENUE& CHOICE OF LAW:** I/We further agree that this agreement shall be governed by and construed in accordance with the laws of The State of Texas with venue and jurisdiction in Harris County, Texas.

**CHANGE OF OWNERSHIP:** I/We understand that we must notify Sunoco in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established. I/We further agree at the time of any Change of Ownership all amounts due Sunoco immediately become due and payable regardless of the due date on the invoice.

**COLLECTION AND ATTORNEYS FEES:** In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney’s fees, court costs, and/or costs for collection whether or not suit is filed.

I/We understand the information contained in this Credit Application is provided for the purpose of extending credit to my/our company to the best of my/our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. I/We hereby authorize Sunoco to investigate all references and customary credit information sources including, consumer credit reporting repositories, as applicable, regarding my/our credit and financial condition for the purpose of extending credit and for the annual periodic review of maintaining the credit relationship I/We understand the Sunoco Terms & Conditions Agreement (“Terms & Conditions”) forms an integral part of this Credit Application and I/we have fully read and agree to be bound by such Terms & Conditions. Furthermore, I/We have the full authority to sign this Credit Application and to bind my/our company to any indebtedness resulting from any purchases and/or services that Sunoco may provide to my/our company.

Business Entity/Applicant Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Company Owner or Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Guaranty**

For valuable consideration, the receipt of which is hereby acknowledged, including but not limited to the extension of credit by Sunoco, LLC and/or its affiliates (hereinafter called the "Creditor") to \_\_\_\_\_ (hereinafter called the "Debtor"), the undersigned, individually, jointly and severally (hereinafter, "Guarantor"), hereby absolutely, irrevocably, and unconditionally guarantees to Sunoco the full and prompt payment by the due date on the invoice(s), of all payment obligations that Debtor presently or hereafter may have to Creditor, even if such obligations are deemed to be damages (the "Obligations"). Additionally, Guarantor agrees to indemnify Sunoco any losses that Sunoco may sustain and expenses that Sunoco may incur as a result of any failure of Guarantor to perform, including reasonable attorney's fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debt guaranteed hereunder or in enforcing this Guaranty against Guarantor. This shall be a continuing guaranty of payment and not merely of collection. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until Guarantor delivers to Sunoco a written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of the Guarantor's obligations hereunder with respect to indebtedness heretofore incurred. Subject to paragraph 1 below, this Guaranty shall remain in full force and effect until (i) all of the Obligations and legal expenses incurred by Sunoco pursuant to enforcing this Guaranty have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by Creditor upon the insolvency, bankruptcy or reorganization of either Debtor or the Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made

The undersigned hereby represents to and covenants and agrees as follows:

1. This Guaranty is a continuing guaranty, independent of and in addition to any other security, collateral, endorsement or guaranty held by Creditor for any indebtedness or any part thereof incurred by Debtor. The Guarantor's liability hereunder shall be deemed terminated only upon thirty (30) days after the actual receipt by Creditor of written notice of the revocation of this agreement (the "Effective Date") from Guarantor ; provided, however, that such termination shall be effective only as to any indebtedness created and arising after the Effective Date . The payment in full of outstanding indebtedness at any time shall not discharge or otherwise affect the Guarantor's liability with respect to indebtedness thereafter created and arising prior to the termination of such liability as herein provided.
2. The liability hereunder of Guarantor shall not be impaired, altered or otherwise affected by the taking of any other or additional security for, or guarantee of the indebtedness or any part thereof, or by any neglect, failure or omission to hold, protect or rely or realize upon any such other or additional security or guarantee, or by any renewal, extension, modification, compounding, compromise or discharge of the indebtedness or any part thereof, whether before or after a termination of the Guarantor's liability hereunder as herein provided, or by any other act or thing whatsoever, each and all of which the Guarantor hereby consents to without notice to Guarantor . The liability hereunder of Guarantor shall be direct, immediate an absolute and shall not be conditional or contingent upon the pursuit, exercise or prosecution by Creditor of any other remedy or remedies whatsoever and Creditor shall have an may exercise against the Guarantor any and all rights and remedies that it might against a principal Debtor upon a past due liquidated obligation. The Guarantor hereby consent(s) and agree(s) that Creditor may at any time, or from time to time, in its discretion: (i) exchange, release, and/or surrender all or any of the collateral security, if any, or any part or parts thereof (by whomsoever deposited), which is now or may hereafter be held by Creditor in connection with the Obligations or the underlying agreements; and (ii) settle or compromise with Debtor and/or any other person or persons liable thereon with respect to the obligations which are hereby guaranteed by Guarantor, and or subordinate any payment of same or any part thereof to the payment of any other debts, claims, liabilities or obligations which may at any time be due or owing to Creditor, all in such manner and upon such terms as Creditor may, in its sole discretion, see fit, and without notice to or further assent from Guarantor.
3. Presentment for payment, demand, protest and notice of protest and nonpayment to Guarantor, to Debtor and to all other persons of all bills, notes, checks, drafts, trade acceptances and other orders and promises for the payment of money, notice of the acceptance of this agreement, notice of extension of credit and making of advances hereunder and notice of default hereunder, are an each and all of them are, hereby waived by Guarantor.
4. If the Guarantor is a corporation, partnership or other organization or association, this agreement is made and entered into by it in furtherance of its purposes, the execution of this Guaranty is not contrary to or a violation of its certificate of incorporation, charter, by-laws or any agreement or indenture to which it or its members are a party or by which it or its property or its members are bound and it and the party executing this Guaranty on its behalf each represent to Creditor that the Guarantor is duly authorized to guarantee the indebtedness and the signatory party below has full authority to execute this Guaranty and to bind the Guarantor to its obligations herein.
5. THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, WITH VENUE AND JURISDICTION IN HARRIS COUNTY, TEXAS.
6. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.
7. In the event this Guaranty or the executed signature page of this Guaranty is delivered by e-mail delivery (including, without limitation a ".pdf" format data file), such delivery shall create a valid and binding obligation of Guarantor with the same force and effect as if this Guaranty and/or the executed signature page of this Guaranty were an original thereof.

Business Entity Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Company Owner or Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



### EFT Authorization

ELECTRONIC FUNDS TRANSFER AUTHORIZATION DEBIT/CREDIT AGREEMENT	
Bank Name	Customer Name
Branch	Address
Address	City, ST, Zip
City, ST, Zip	Customer Fax No. <span style="float: right;">Customer E-mail Address</span>
Bank Officer	Customer Bank Account No.
Bank Officer's Phone No.	Bank Transit / ABA No.
Effective Date for Start of EFT	DBA and/or Contact Name

\_\_\_\_\_, ("Customer"), hereby authorizes Sunoco, ("Sunoco"), to originate an to originate an Automated Clearing House Electronic Funds Transfer, ("EFT"), credit/debit entry to Customer's demand deposit account identified above; and, hereby authorizes the Depository Institution named above, hereafter called Bank, to accept and to credit or debit the amount of such entries to Customer's demand deposit account. **(Customer has attached to this agreement a blank voided check from the aforementioned demand deposit account.)**

The EFT credit or debit entry shall be initiated on behalf of Sunoco.

This authority shall remain in effect until 30 days after Sunoco, at address shown below, and Bank, at address shown above, have received written cancellation from Customer; and all purchases by Customer made prior to the receipt of cancellation have been paid, or until 30 days after Customer and Bank have received written notice of termination from Sunoco.

Customer understands that the EFT debit entry will be accepted by Bank only if sufficient funds are available in Customer's demand deposit account. Customer agrees to maintain such funds at all times in said demand deposit account. Customer understands that if payment for debit entry is refused, Sunoco may terminate this Agreement immediately. Sunoco reserves the right to withdraw this EFT Agreement at any time.

Customer Authorization	
Authorized Signature <b>X</b>	Printed Name
Title	Date
Tax I.D. Number	Social Security Number

Sunoco will forward this form to the Bank for completion. Bank will complete this form and return to the following address:  
Sunoco  
Attn: Credit Department, Sunoco, 1300 Main Street., Houston, Texas 77082 or via email: CreditAlert.Mailbox@Sunoco.com

