



www.shortwayservice.net

311 Jackson Street
Reynoldsville, PA 15851
PHONE: (814) 653-9633
TOLL FREE: 800-255-5823

Sales Representative/Store Location _____ Product _____ Tank Size _____
Monthly Product Usage _____
[] APPROVED - Terms: _____ Credit Limit _____ [] DISAPPROVED

AGREEMENT

COMPANY NAME ("BUYER") _____
CORPORATION _____ PROPRIETORSHIP _____ HOW LONG IN BUSINESS? _____
COMPANY PHONE # _____ COMPANY FAX # _____
COMPANY FEDERAL TAX # _____ COMPANY E-MAIL _____
ADDRESS _____ STATE _____ ZIP CODE _____
BANK _____ ACCOUNT # _____ BRANCH _____

**NOTE: If proprietorship, must have social security number and home address of owner or president.

COMPANY OWNER/PRESIDENT'S NAME _____
SOCIAL SECURITY NO. _____ HOME PHONE # _____
HOME ADDRESS _____ STATE _____ ZIP CODE _____

CREDIT/TRADE REFERENCES

*Please do not list financial institutions or personal credit cards. Buyer authorizes Glassmere to conduct any investigation of Buyer's prior credit history.

Table with 3 columns: NAME, ACCOUNT #, PHONE #. Rows 1-4.

TERMS AND CONDITIONS

This Agreement is made and entered into effective _____, 20____, by and between _____ (company/buyer) and Glassmere Fuel Service Dba Smith Propane and Oil.

A. Buyer agrees to pay for all fuel products and all other materials that are purchased and received from Glassmere pursuant to invoices that Glassmere shall provide to Buyer with each purchase. Payments in full for all charges listed on the invoices are due within _____ days from the date of each invoice.

B. At the option of Glassmere, this Agreement may be terminated without further notice upon Buyer's failure to pay any amount when and as due, and no forbearance, course of dealing, or prior payment shall affect these rights of termination.

C. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed to Glassmere or to any affiliate of Glassmere, whether hereunder or under any other Instrument or Agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed hereunder or under any other Instrument or Agreement; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (e) a petition in bankruptcy or for an arrangement, reorganization or similar relief is filed by or against Buyer; (f) there shall be a material change in the management, ownership or control of Buyer; or (g) any representation or warranty made by Buyer or any Guarantor or affiliate of Buyer to Glassmere shall prove to have been false or misleading in any material aspect.

D. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Glassmere may, at its option, with or without notice to Buyer: (i) declare this Agreement to be in default, (ii) declare the indebtedness of Buyer hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Glassmere to be immediately due and payable, and (iv) exercise all of the rights and remedies of Glassmere under any applicable law.

E. It is agreed that there shall be added to the Agreement price specified, and Buyer will assume and pay any and all internal revenue, war revenue, charges, inspection fees and/or any other tax that may now or hereafter be imposed by the Federal Government, or by any State, County or Municipality, or by any governmental authority, upon the products covered by this Agreement, or in respect to the importation, exportation, production, manufacture, storage, inspection, sale, use, handling,

distribution or transportation thereof or of this Agreement; provided that payment of such revenue, fee, duty, tax, etc., by Buyer is legally permissible and does not duplicate a similar charge merged in the price specified. Should Buyer claim exemption from any such tax, inspection fees or charges levied by any governmental authority with respect to the importation, exportation, production, manufacture, storage, inspection, sale, use, handling, distribution or transportation of the commodities sold and purchased, said Buyer shall furnish appropriate, completely executed exemption certificates, in accordance with the laws and regulations imposed by any such governmental authority in effect at the time of sale; and until such exemption is approved, all such charges shall be paid by Buyer.

F. Glassmere reserves the right to immediately, without written notice to Buyer to discontinue the sale of any of its products. Should Glassmere do so, Glassmere shall not thereafter be obligated to make deliveries hereunder of such product. Should Glassmere sell another product in place of the discontinued product, Glassmere may substitute such product for the one discontinued if agreeable to Buyer.

G. In the event the performance of this Agreement by either party is affected by strike, fire, riot, war, Act of God, governmental regulations, or governmental requests or requisitions for national defense or other purposes, or failure or shortage of railway, pipeline, or vessel service normally available to either party hereto, or breakdown of, or injury to, or shortage in, facilities used for the production, refining, or transportation of the products described herein, or of the crude oil or other raw material from which they are made, or any other cause beyond the reasonable control of the parties hereto, or either of them, whether similar to or dissimilar from the enumerated causes, the suffering party may, as its, his, or their option suspend or terminate the performance of this Agreement, in whole or in part, and no liability for damages shall attach against either party on account thereof. Glassmere shall not be required to make up any deliveries omitted on account of any such causes.

H. Liability of Glassmere ceases and title passes to Buyer when shipment is delivered to Buyer. When transportation is furnished by Glassmere, Glassmere's liability ceases and title passes to Buyer when bulk product passes connection between Glassmere's delivery hose and Buyer's receiving connection and when packages are delivered to destination specified in Buyer's order when accepted by Glassmere. When transportation is furnished by Buyer, Glassmere's liability ceases and title passes to Buyer when bulk product passes connection between Glassmere's hose and Buyer's receiving connection and when packages are involved, when moved from Glassmere's storage facility.

I. This Agreement shall not be transferred or assigned by Buyer in whole or in part, directly or indirectly, without the prior written consent of Glassmere. Glassmere may assign this Agreement in whole or in part upon ten (10) days' prior written notice to Buyer.

J. Exclusion of Other Warranties. Glassmere warrants that the product(s) supplied hereunder will conform to the promises and affirmations of fact made in Glassmere's current technical literature and printed advertisements, if any, related specifically to such product(s); that it will convey good title to the product(s) supplied hereunder, free of all liens, and that the product(s) supplied hereunder meet such specifications as have been expressly made a part of this Agreement. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

K. Buyer recognizes that it is handling hazardous substances and agrees that in receiving, storing, handling and using itself, product(s) purchased from Glassmere, Buyer will in all respects exercise the strictest care required by law and that it will comply with any and all applicable federal, State and local laws, ordinances and regulations pertaining to the storage and use of petroleum products, including the prevention of spills, leaks, venting or other unintended discharge from product containers or storage tanks and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise unintentionally discharged from containers or storage tanks. Buyer further understands and warrants that it has sole responsibility for the storage, maintenance and use of all inventories of product(s) purchased from Glassmere and for corrective action and claims of third parties resulting from any failure to comply with the above and BUYER WILL DEFEND, INDEMNIFY AND HOLD GLASSMERE, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEYS' FEES AND INTEREST ARISING OUT OF BUYER'S FAILURE TO COMPLY WITH THIS SUBPARAGRAPH, and such failure by Buyer shall entitle Glassmere to cancel any mutual contract immediately as it applies to the product(s) affected by such failure or other products which require the same standard of care.

L. Buyer agrees that Glassmere may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder. Buyer is obligated to pay reasonable legal/attorney fees incurred by Glassmere in enforcement of this Agreement.

M. This Agreement shall be deemed to have been executed in the Commonwealth of Pennsylvania upon its acceptance by Buyer and shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Buyer hereby irrevocably submits itself to jurisdiction in the courts of the Commonwealth of Pennsylvania with respect to any matter, suit or proceeding arising out of this Agreement or the transactions contemplated hereby. Buyer hereby waives any right to trial by jury in any action relating to this Agreement.

N. Waiver of any default shall not be a waiver of any other default; all of Glassmere's rights are cumulative and not alternative. No waiver or change in this Agreement or in any related Agreement shall bind Glassmere unless in writing signed by one of its officers. The term "Glassmere" shall include any assignee of Glassmere who is the holder of this Agreement.

O. Any provisions hereof contrary to, prohibited by or invalid under applicable laws and regulations shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. All of the terms and provisions of this Agreement shall apply to and be binding on Buyer, its heirs, persons, representatives, successors and assigns and shall inure to the benefit of Glassmere, its successors and assigns.

P. This Agreement represents the complete and final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, Buyer hereby intends to be legally bound to this Agreement as of the date set forth below.

DATE: _____

COMPANY / BUYER NAME

SIGNATURE

PRINT NAME

TITLE



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In order to induce Glassmere to enter into the Agreement with _____ (“Company” / “Buyer”), I/we (each “Guarantor”), jointly and severally, in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged, unconditionally guarantee to Glassmere and its successors and assigns (i) payment of the charges, costs and expenses owed by Buyer to Glassmere under the Agreement, (ii) the full, prompt and unconditional performance of the terms, conditions and obligations to be performed by Buyer under the Agreement, and (iii) all expenses of obtaining or endeavoring to obtain payment or performance thereof or enforcing this Guaranty, including attorneys’ fees and other legal expenses.

A. This Guaranty is a continuing one and is unlimited in amount. The obligations of Guarantor hereunder shall be absolute and unconditional, irrespective of any circumstances which might constitute a legal or equitable defense or discharge of its obligations hereunder or which otherwise limit the enforceability against the Guarantor by Glassmere including, but not limited to, the following: (i) the invalidity or unenforceability of the Agreement or any provision thereof, (ii) the absence of any action to enforce or any delay in enforcing the Agreement; or (iii) the presence of any set-off, counterclaim, recoupment, limitation or right of termination in favor of Guarantor and against Glassmere or any other person whatsoever.

B. Notice of acceptance of the Guaranty by Glassmere, notice of non-performance or breach of the Agreement by Buyer, and all other notices to which Guarantor might otherwise be entitled are hereby waived. Glassmere may, without notice to Guarantor, deal with Buyer in the same manner and as freely as if this Guaranty did not exist and shall be entitled among other things, without loss of right hereunder, to grant Buyer such extensions of time to perform any act or acts as may seem advisable to Glassmere at any time and from time to time without terminating, affecting or impairing the validity of the obligations hereunder. No compromise, alteration, amendment, modification, extension, renewal, release or other change of or waiver, consent or any action or delay or admission or failure to act in respect of any liability or obligation under or in respect of the Agreement shall in any way alter or affect the obligations of Guarantor hereunder.

C. Guarantor’s obligations hereunder shall continue until all of the obligations of the Buyer under the Agreement are fully paid, performed and terminated. All remedies provided for herein shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or in equity. The failure or delay in exercising any rights granted herein shall not be construed to be a waiver of any such rights upon a continuation or recurrence of any such contingencies.

D. Guarantor hereby irrevocably waives any and all rights it may have to enforce any of the Glassmere’s rights or remedies or participate in any security now or hereafter held, and any and all such other rights of subrogation, reimbursement, contribution or indemnification against the Buyer, or any other person having any manner of liability for Buyer’s obligations to Glassmere, whether or not arising hereunder, by agreement, at law or in equity.

E. Guarantor waives all right to trial by jury in any litigation relating to this Guaranty or the transactions contemplated hereby. Guarantor hereby irrevocably submits itself to jurisdiction in the Courts of the Commonwealth of Pennsylvania with respect to any manner, suit or proceeding arising out of this Guaranty or the transactions contemplated hereby. This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered as of the date set forth below.

DATE: _____

GUARANTOR’S SIGNATURE

GUARANTOR’S SPOUSE SIGNATURE

PRINT NAME

PRINT NAME

HOME ADDRESS FOR GUARANTOR/SPOUSE: _____
