

Getting Started with



The Following Forms Make Up Our Credit Package & Must Be Completed For Credit Review:

1. Petroleum Product Sales Agreement
2. Request for Credit Authorization form (3 Trade References are required)
3. Electronic Funds Transfer (EFT) Authorization Agreement
4. Bank Trade Release Form
5. New Customer Data Sheet Form filled out for each owner, partner, etc.
6. Customer Care Portal Setup
7. **CURRENT** reviewed/audited/signed Financial Statements – (Yearly financials will be required and if not received credit will be revoked)

When Complete, please return to the appropriate Sales Representative for your area. If you are unsure of the Sales Representative for your area, please call Becky at 870-875-7503.

Upon receipt of your completed credit documents, the account will be reviewed. *Please keep in mind; it can take several weeks to verify references.*

We may require a Letter of Credit, Personal Guarantee, and/or Escrow if financials do not warrant the credit line requested.



PETROLEUM PRODUCT SALES AGREEMENT

Murphy Oil USA, Inc., a Delaware corporation, ("Seller") has agreed to sell and deliver, and _____, a _____ corporation, ("Customer") has agreed to purchase and receive, the product(s) identified below ("Product") in the quantity and at the terms and priced specified below:

WHEREAS, (i) Seller is a supplier of refined fuels and other petroleum products as noted above (the "Products") to refined fuels end users, (ii) Customer desires to purchase Products from Seller, and (iii) Seller desires to sell the Products to Customer;

NOW, THEREFORE, in consideration of the foregoing, and all of the promises and agreements set forth herein, which the parties hereto each acknowledge are adequate and sufficient, Seller and Customer do hereby agree:

1. **Basic Terms.** Seller hereby agrees to sell and deliver, and Customer hereby agrees to buy and receive, the Products identified above.
2. **Taxes.** Customer agrees that any and all taxes, duties, fees, surcharges and/or other similar charges, now or hereafter imposed by any federal, state and/or local governmental unit upon, measured by, or incident to, the sale and/or transfer of the Product that is sold by Seller to Customer hereunder ("Taxes"), shall be the sole liability and responsibility of Customer, and in the event that Seller is ever obligated to pay any such Taxes, Customer shall promptly reimburse Seller for all such Taxes paid by Seller.
3. **Payment.** In its sole discretion, Seller may decide to extend a line of credit to Customer on such terms as Seller may specify, from time to time, and which, if extended to customer the terms of such line of credit are set forth above. Seller specifically reserves the right to modify or withdraw such line of credit, at any time, for any or no reason, upon notice to Customer. If a line of credit has not been extended to Customer, Customer shall pay, at Seller's sole option, cash in advance or cash at time of delivery as to be specified on each invoice for Products purchased. Seller shall deliver to Customer invoices for the Product sold and delivered pursuant to this Agreement, and provided that Seller has extended a line of credit to Customer, such invoices shall be due for payment according to terms established for Customer as indicated on each invoice, and as provided in Seller's credit policy (as revised or amended during the term of this Agreement). Any amounts on such invoices that are not paid in accordance with such remittance terms will be considered overdue, and finance charges will be assessed on such overdue amounts at the lesser of: (i) one and one-half percent (1 1/2 %) per month; (ii) the percentage rate set forth in the finance charge policies of Seller in effect on the date of delivery; or (iii) the maximum amount that is allowed by applicable law. EXECUTION OF THIS AGREEMENT BY SELLER SHALL NOT CONSTITUTE APPROVAL OF A LINE OF CREDIT FOR CUSTOMER.
4. **Financial Information and Credit; Right of Offset.** Customer agrees that Seller shall have the right to request Customer to provide current financial information that Seller, based on its reasonable judgment, believes is necessary for Seller to assess Customer's ability to perform all its financial obligations set forth in this Agreement. Customer agrees that it shall promptly provide such financial information as requested by Seller. Customer likewise authorizes Seller to obtain a credit report or seek credit references relating to Customer at any time as determined by Seller in its sole discretion. If Customer's payment of any amount that is due to Seller is in arrears, or if the financial responsibility of Customer has become impaired or unsatisfactory in Seller's reasonable judgment, then advance cash payment, guaranty, or satisfactory security shall be given by Customer to Seller upon Seller's demand, and deliveries of the Product may be withheld by Seller until such payment or other security is received. Seller may also exercise a right of offset with respect to any payment or obligation that is due to Seller from Customer under this Agreement, or any agreement between Seller and Customer, against any payment, delivery or other obligation owed by Seller to Customer

under this Agreement, or any agreement between Seller and Customer. The exercise by Seller of any rights reserved under this subsection shall be without prejudice to any claim for damages or any other right under this Agreement and/or applicable law.

5. **Warranties and Disclaimer.** Seller warrants that it will convey good title to the Product sold and delivered hereunder. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, SELLER MAKES NO WARRANTIES OF ANY KIND AS TO THE PRODUCT DELIVERED TO CUSTOMER UNDER TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** Customer specifically agrees that, except as specifically provided for in applicable law, Customer's exclusive remedy for any and all losses or damages that are, in any way, caused by, or arise or result from, Seller's sale and delivery of the Product, and/or activities associated with such sale and delivery of the Product including, but not limited to, any claim of breach of warranty, breach of contract, negligence and/or strict liability, shall be limited to the replacement value of the specific Product for which such a claim for losses and/or damages is proved. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES.
7. **Governing Law; Venue; Service of Process.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas and the applicable laws of the United States of America. Any action or proceeding against the Customer under or in connection with this Agreement may be brought in any state or federal court in Union County, Arkansas. The Customer hereby irrevocably (a) submits to the nonexclusive jurisdiction of such courts, and (b) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in any such court or that any such court is an inconvenient forum.
8. **Force Majeure.** Neither party to this Agreement shall be liable to the other party hereto for any loss or damage resulting from any delay or failure to make or accept deliveries caused by or arising out of acts of God or the elements, storms, wars, acts of terrorism, governmental proration or regulation, when raw materials or supplies are interrupted, unavailable, or in short supply, and/or any other cause beyond such party's commercially reasonable control. Customer specifically agrees that nothing contained in this Section 8. shall ever be construed to relieve Customer of its obligations to promptly pay Seller in full for Product delivered to it, or to pay any other monetary obligations of Customer herein.
9. **Modification and Waiver.** Any of the terms of this Agreement may be waived in writing by the party which is entitled to the benefit thereof; provided, however, that the failure of a party to exercise any right given it hereunder, or to insist on strict compliance with all the terms herein, shall not constitute a waiver of any term, condition, or right under this Agreement, unless and until that party shall have confirmed any such action or inaction to be a waiver in writing.
10. **Assignment.** This Agreement may not be assigned or transferred by Customer. The Product to be sold pursuant to this Agreement is for use only in Customer's operations.
11. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto relating to the subject matter hereof, and shall supersede all prior negotiations, representations, agreements and understandings, whether oral or written, between these parties with respect to the subject matter herein, and neither party shall be liable or bound to the other in any manner by any warranties or representations (whether oral, implied or otherwise) not set forth herein.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed lobe an original, and all of which shall constitute one and the same Agreement.
13. **No Speculation.** Customer represents and warrants to Seller, acknowledging that Seller intends to rely on such representation and warranty of Customer, that Customer has not entered into this Agreement for the purpose of speculation on the future price of the Product.
14. **Notices.** Written notices in respect of this Agreement may be given by facsimile, hand delivery, courier, or registered mail (return receipt requested) as follows: [add contact information for Seller and Customer].
15. **Termination.** Notwithstanding any other provision herein, Seller may terminate this Agreement at any time, with or without cause, upon fifteen (15) days notice to Customer.
16. **Indemnity.** Customer agrees to indemnify, defend and hold Seller, its officers, employees, directors, agents, and representatives harmless from and against all liability, suits, actions, claims, debts, or damages (including attorney's fees) of any character, type, or description arising from or out of or relating in any manner to this Agreement.
17. **No Third Party Beneficiaries.** There are no third party beneficiaries by reason of this Agreement nor are any third party beneficiaries created in favor of any person by reason hereof.

IN WITNESS WHEREOF, the duly authorized and acting representatives of the parties have caused this Agreement to be effective as of the date first above written.

MURPHY OIL USA, INC.

Company Name: _____ Customer Signature: _____

Title: _____ Customer Printed Name: _____



REQUEST FOR CREDIT AUTHORIZATION Form 132

Company _____ Phone _____
 DBA (if different from above) _____ Fax _____
 Street Address _____ City & State _____ Zip _____
 Mailing Address _____ City & State _____ Zip _____
 Federal I.D. # _____ Principal/Owner Social Security # _____
 State Licenses? Yes _____ No _____
 If yes, list States that you are licensed in? _____
 Principal/Owner Home Address _____
 Email Address _____

REFERENCES: PLEASE SUBMIT INDUSTRY REFERENCES. WE DO NOT EXCEPT COD REFERENCES.

BANK REFERENCES
 ACCT # _____
 FAX # _____ PHONE # _____
 Address _____ City _____ State _____ Zip _____

(1) TRADE REFERENCE
 ACCT # _____
 FAX # _____ PHONE # _____
 Address _____ City _____ State _____ Zip _____

(2) TRADE REFERENCE
 ACCT # _____
 FAX # _____ PHONE # _____
 Address _____ City _____ State _____ Zip _____

(3) TRADE REFERENCE
 ACCT # _____
 FAX # _____ PHONE # _____
 Address _____ City _____ State _____ Zip _____

Latest year-end financials are required for credit evaluation purposes. FINANCIAL STATEMENT ATTACHED.

Requested Credit Amount _____ EFT completed and attached Yes No

APPLICANT'S SIGNATURE _____ DATE _____

Shipping point(s) _____ District # _____ TYPE OF ACCOUNT: PRODUCT
 CRUDE
 NATURAL GAS
 OTHER
 Date Submitted _____ District Manager Name: _____

REMARKS _____

EL DORADO OFFICE USE ONLY

DATE REQUESTED	DATE RECEIVED	D&B RATING	DATE RATING APPLIED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Credit Manager's Signature

Account Number _____



Electronic Funds Transfer Authorization Agreement

Customer Name:	_____	Effective Date:	_____
Street Address:	_____	Murphy Customer #:	_____
P. O. Box:	_____	Fax #:	_____
City:	_____	Phone #:	_____
State:	_____	Zip:	_____

("Customer")

does hereby authorize Murphy Oil USA, Inc., ("Murphy") to initiate debit and/or credit entries to Customer's checking account indicated below, and does further authorize the depository institution named below to debit and/or credit such entries to the customer's account.

Bank Name:	_____
Bank Address:	_____
Bank Routing #:	_____
Customer Bank Acct #:	_____
Bank Contact Person:	_____
Bank Phone #:	_____

This authorization shall remain in effect until terminated upon thirty (30) day's written notice by either customer or Murphy Oil USA, Inc. Notice of termination shall in no way affect debit and or credit entries initiated prior to actual receipt of notice. This EFT program can be terminated or modified by Murphy Oil USA, Inc. at any time.

All credit and other terms and requirements between Customer and Murphy remain in effect.

CUSTOMER AUTHORIZATION

_____	_____	_____
Authorized Signature	Title	Date
_____	_____	_____
Authorized Signature	Title	Date

Upon receipt of this fully executed EFT Authorization Agreement, you will be informed by letter of the effective date that drafts will begin against your account. All charges and credits to your account prior to the EFT date must be paid by check.



BANK/TRADE RELEASE AUTHORIZATION

I have made application for credit with Murphy Oil USA, Inc., and I hereby authorize the release of the information for credit determination purposes.

LEGAL NAME OF APPLICANT and/or TRADE NAMES: (Please type or print legibly).

NAME _____

dba _____

Street Address _____

City, State & Zip Code _____

Bank Account Number _____

Social Security Number _____

Federal I. D. Number _____

Applicant's Printed Name _____

Applicant's Authorized Signature _____

Title _____

Date _____



Home Office: 200 Peach Street
PO BOX 7300
Eldorado, AR 71731

KYC Form

New Customer
Existing Customer
Customer Number _____

Marital Status
Married
Widowed
Divorced
Single

Ownership Information

Last Name _____ **First Name** _____ **Middle Initial** _____

Date of Birth (yyyy/mm/dd) _____ **Social Security Number** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **Work Phone** _____ **Cell Phone** _____

Email Address _____ **Citizenship** _____

Spouse Information

Last Name _____ **First Name** _____ **Middle Initial** _____

Date of Birth (yyyy/mm/dd) _____ **Social Security Number** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **Work Phone** _____ **Cell Phone** _____

Email Address _____ **Citizenship** _____

Do you physically work in the referenced business? _____

What other businesses are you associated with? _____

X _____ **Client's Signature**

X _____ **Spouse's Signature**



Credit Department
Fax: (870) 881-6669
P O Box 7300
El Dorado, AR 71731-7000

(Print your company name)

Murphy Oil USA Inc. offers an online customer center for your convenience which can provide you with historical business documents previously sent, i.e., invoices, EFT notices, and prices with filter, search and download capabilities. In addition, you are now able to view your current allocation and allocation usage which will allow you to monitor your product availability before dispatching a carrier. **Please note that this will not change the way you currently receive these documents.** This is an additional service which is available to our customers.

We are asking all our customers to take advantage of this online service to provide us with an e-mail address, password (no restrictions), first and last name and a direct phone number for all personnel that would like to use the customer center. Keep in mind that the information made available to your company is proprietary information, and should only be made available to those who work with these related documents. When the information requested below is received, we will be able to set up each user with access to the system. Therefore, it is imperative that we receive all of the requested information.

Please complete and return this form via fax to 870-881-6669 or email to conni.parker@murphyusa.com. If you should have any questions, please email to conni.parker@murphyusa.com or phone at 870-881-6658.

Email Address	Password	First & Last Name	Work Phone
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Sincerely,

Conni Parker
Credit Assistant

HOW TO USE MURPHY OIL USA, INC. CUSTOMER CENTER
(MUST HAVE A DTN SITE NUMBER)

GO TO <http://customercenter.murphyoilusa.com>

Click on "log in" in right top corner of webpage. Enter your User Name (that is your email address) and your Password. **Until you have sent in your form providing your User Name (email address) and your Password, you will not be able to use the customer center.**

Now click on "Message Center."

Use the calendar back arrow to view historical information.

To find an invoice, click on the magnifying glass symbol to the right of the calendar and search by number (choose equal to if you know the exact number; or contains if you know a partial number such as 225, etc.) or by entering the BOL number (choose equal to or contains) or by invoice draft amount or by date of the invoice. Hit Search. When the message appears, double click on the "view" in the line and view/print the invoice; or download to your files using the download buttons to the right of the search button. If you wish to print all that day's invoices, you may "Select All" and print all invoices you had that day.

If you wish to view EFTs, click on Message Center and choose the document you wish to view/print. Example: Double click on your name in the ribbon below Find and click on the magnifying glass symbol to the right of the calendar. Select draft notices, and enter the draft date you are looking for. Hit Search. Once you pick that date and a message comes up, click on view. Then you may print the EFT notice using right click and print or by using File and selecting print; or download to your files by using the download buttons to the right of the search button.

To view pricing information at the terminals, click on pricing in the Message Center and enter a date. Click on view to view/print.

There will be a 120-day history maintained in the customer center.

Click on Credit Allocation Viewer (next to Message Center) to view your allocation remaining/used.

Please contact Customer Care Center at 855.487.3835 for immediate assistance!