

RETAIL CREDIT AGREEMENT

1. **Delivery** - We will deliver subject to availability, fuel at our established price, which is determined at the time of delivery. Deliveries will be made to you at the address shown on this agreement, on an automatic delivery basis according to a Weather Controlled Degree Day System, unless you have requested to call for your fuel or our credit department has notified you that you must call for your fuel.

If your account is established as a will call delivery type, then we require 48 hour notice to arrange for a delivery.

2. **Payment** - A metered ticket will be left or mailed to you after each delivery. The ticket will show the number of gallons delivered and the price per gallon. You agree to accept delivery and to pay in full amount on each delivery ticket within 7 days. If our credit department requires other payment terms they will notify you through written notification or telephone. If you are on the budget plan then the invoice will indicate that you are to pay only your budget payment and the invoice should be retained for your records. If you maintain a service contract with us, or if you require chargeable service calls for repairs of maintenance these will be billed to your fuel account and require the same method of payment as your deliveries which are established by our credit department.

3. **Statement** - If you have a past due balance on your account we will send you a statement which will show the past due amount as well as your current months purchases, the FINANCE CHARGE, and the time in which payment should be made.

4. **Finance Charges** - On balances of twenty five (25) days or more we will compute a finance charge at the rate listed below:
_% per month (equivalent to an ANNUAL PERCENTAGE RATE of _% per annum.)

5. **Default and Collection Costs** - You will be in default if you do not pay a balance on time, file for bankruptcy, or make an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. If we refer collection of the balance to an attorney or collection agency, you will be liable for all reasonable fees incurred plus all court costs and expenses.

6. **Irregular Payment and Delay in Enforcement** - We can accept later payments, or checks and money orders marked "payment in full" without losing any of our rights under this agreement. We can also delay in enforcing our rights under this agreement without losing them.

7. **Amendment or Changes** - We can change this agreement including FINANCE CHARGE and the ANNUAL percentage rate, at any time, provided we give you at least 30 days notice before beginning of the billing period in which the change becomes effective.

8. **Cancellation** - You or we can cancel your account at any time on 30 days written notice. You agree to remain responsible for payment for all deliveries or services made before the 30 days period expire. We also have the right to cancel your account without notice if you fail to make payments of time.

9. **Liability** - We are not responsible for damage or loss caused by failure to make delivery due to labor shortage, strikes, or to conditions beyond our control in the event of DEFAULT, and we do not deliver fuel as a result of DEFAULT, we will not be liable for any damages in either direct or indirect manner.

10. **Tenant Policy** - It is our company policy to require a deposit to be held in a noninterest bearing account until such time that the account is closed. Once service is terminated, the deposit will be refunded or applied to any outstanding balance remaining on the account.

THE FEDERAL TRUTH IN LENDING ACT REQUIRES PROMPT CORRECTION OF BILLING

1. If you want to preserve your rights under the Act here is what to do if you need more information about an item on your bill.

a. Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry, but doing so will not preserve your rights under this law) the following:

Your name and account number (if any)

A description of the error and an explanation (to the extent you can explain) why you believe it is an error.

If you only need more information, explain the item you are not sure about and if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.

The dollar amount of the suspected error.

Any other information (such as your address), which you think, will help us to identify you or the reason for your complaint or inquiry.

b. Send your billing error notice to the address on your bill, which is listed after the words "Send inquiries to" or similar wording. Mail it as soon as you can, but in any case early enough to reach us within 60 days after the bill was mailed to you. □

2. We must acknowledge all letters pointing out possible errors within 30 days of receipt unless we are able to correct your bill during those 30 days. Within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill was correct. Once we have explained the bill we have no further obligation to you even though you still believe that there is an error except as provided in paragraph 5 below. □

3. After we have been notified, neither we nor an attorney nor a collection agency may send you collection letter or take other collection action with respect to the amount in dispute but periodic statements may be sent to you and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquire. However you remain obligated to pay the parts of your bill not in dispute. □

4. If it is determine that we have made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that we have not made an error, you may have to pay finance charges on the amount in dispute and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe, and if it is determined that we did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you. □

5. If our explanation does not satisfy you and you notify us in writing within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures, be we must also report that you think you do not owe the money and we must let you know to whom such reports were made. Once the matter has been settled between you and us we must notify those to whom we reported you as delinquent of the subsequent resolution. □

6. If we do not follow these rules we are not allowed to collect the first \$50 of the disputed amount and fiancé charges even if the bill turns out to be correct. □

7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due to them if you first try in good faith to return them or give the merchant a chance to correct the problem.

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employments history and answer questions about your credit experiences with me. I have read and agree to the credit terms shown above and have retained a copy of such credit terms

Buyer's Signature _____ Date _____

Buyer's Signature _____