



Fuel and Energy Systems

Exclusive Distributors of Ultrablend Heating Oil
4 Hampton St. • Newton, NJ 07860 • (973) 383-1421
Fax: (973) 383-1699 • Web Site: wwwhartandiliff.com

NEW ACCOUNT AND CREDIT APPLICATION

APPLICANT'S NAME SOC. SEC. NO.

DRIVER'S LIC. # HOME PH. CELL PH.

BILLING ADDRESS OWN RENT YRS. THERE

CITY STATE ZIP

DELIVERY ADDRESS

IF DIFFERENT FROM ABOVE

CITY STATE ZIP

CO-APPLICANT'S NAME SOC. SEC. NO.

DRIVER'S LIC. # HOME PH. CELL PH.

APPLICANT'S EMPLOYMENT ADDRESS

TELEPHONE YRS. WITH COMPANY POSITION

BANK NAME ADDRESS ACCT. #

CO-APPLICANT'S EMPLOYMENT ADDRESS

TELEPHONE YRS. WITH COMPANY POSITION

BANK NAME ADDRESS ACCT. #

TENANT INFORMATION:

LANDLORD ADDRESS PHONE

SERVICE RESPONSIBILITY TENANT LANDLORD SIGNATURE

Table with columns: TANK, PROGRAMS, SYSTEM TYPE, EQUIPMENT INFO. Includes fields for zone, payment plan, steam, equipment, etc.

Table with columns: PURPOSE, DELIVERY, FILL LOCATION, SERVICE PLAN. Includes checkboxes for heat, pool, delivery options, and service plan details.

DELIVERY INSTRUCTIONS HOUSE DESCRIPTION NEAREST STREET

OTHER

We may order a consumer report in connection with this application and subsequent consumer reports in connection with updating, renewing and reviewing the existing or future extensions of credit.

The Federal Equal Credit Opportunity Act prohibits us from discriminating against you in any way in the granting of credit.

We have given to you and you acknowledge receipt of a complete description of the terms of our Retail Credit Agreement which appears on the back of this form.

APPLICANT'S SIGNATURE DATE

CO-APPLICANT'S SIGNATURE DATE

ACCOUNT REP DATE

DELIVERY AND SERVICE RETAIL CREDIT AGREEMENT

1. In this agreement "SELLER" shall mean Hart and Iliff Fuel & Energy Systems and "BUYER" shall mean the Applicant and/or Co-applicant whose signatures appear on the front side of this agreement.
2. **PURCHASES:** Seller will deliver, subject to the conditions in paragraph #3 below, fuel at its established price on the day of delivery. Deliveries will be made to Buyer on an automatic degree day basis unless otherwise noted in this Agreement. A certified meter-printed delivery ticket will be left or mailed each time a delivery is made. Buyer agrees to accept each delivery and to pay the full amount shown on each delivery invoice within 30 days from the delivery date. If payment is made within 10 days, a prompt payment discount may be taken as specified in the delivery invoice.
3. **NONDELIVERY CONDITIONS:** Seller will not be responsible for any failure to deliver fuel which is scheduled for delivery for any of the following reasons: Fuel shortages, delay in deliveries by suppliers, embargoes, strikes, riots, accidents, disorders, Acts of God, when driveways and fill pipes are not clear of snow and ice, acts of any type by any governmental authority or for any other reason beyond Seller's reasonable control. Seller will not be responsible for damages for failure to deliver fuel to vacant or unattended premises or for consequential or collateral damages.
4. **CREDIT SUSPENSIONS:** If Seller shall deem the Buyer's credit unsatisfactory, or in the event of nonpayment of any amount due, Seller shall have the right to suspend, cancel or postpone any delivery or service with or without notice, without further responsibility or liability.
5. **WILL CALL CUSTOMERS:** In the event Buyer elects to purchase fuel on a "will call" basis, then Seller shall not be responsible for any damages caused if Buyer runs out of fuel. Buyer must give Seller a minimum of 2 working days notice for all "will call" deliveries.
6. **SERVICE CONTRACT:** Buyer may charge the price of approved service contracts to his account provided that Buyer agrees to pay the full amount of the contract within 30 days from the invoice billing date. Buyer may elect to have the service contract included in an even payment program.
7. **SERVICE CHARGES:** If Buyer requires service work, including parts and/or labor, which is not covered by any type of service contract, warranty or guarantee, Buyer agrees to pay for this billable service by paying the Service Invoice within 30 days from the billing date. Installation work is to be paid within 30 days from billing date unless otherwise specified in the installation contract.
8. **OPTIONAL PAYMENT PROGRAMS:** Buyer may elect to pay for deliveries and/or service under one of several payment options other than at time of delivery including Guaranteed Price, Capped Price or Even Payment Programs. In the event Buyer elects to utilize one of these optional payment programs, Buyer agrees to make payments as required under the terms of said programs.
9. **HOW TO AVOID FINANCE CHARGES:** If payment in full of all charges is made within 30 days of the invoice date, then no FINANCE CHARGE will appear on the next monthly Statement.
10. **WHEN A FINANCE CHARGE WILL BE ADDED:** If payment in full for all charges is not made within 30 days of the invoice date, then a FINANCE CHARGE will appear on the next Monthly Statement and will be added to the NEW BALANCE on that Monthly Statement.
11. The FINANCE CHARGE is computed by a "Periodic Rate" of 1.5% per month which is an ANNUAL PERCENTAGE RATE OF 18%.
12. **DEFAULT:** Buyer will be in default, under this agreement if any charges are not paid within 30 days of the invoice date or in the event of the filing of bankruptcy petition or upon making an assignment for the benefit of creditors.
13. **COLLECTION COSTS:** If Buyer is in default Seller can demand immediate payment of the outstanding balance. In the event Seller must retain an attorney to collect an outstanding balance the Buyer, in addition to his past due balance, will have to pay all costs of collection. These costs include Court fees, Sheriff's fees, and a reasonable attorney's fee.
14. **IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT:** Seller can accept late payments, partial payments, payments marked "payment in full" or delay enforcement without losing any rights under this Agreement.
15. **AMENDMENT OR CHANGES:** Seller can change this Agreement including FINANCE CHARGES and the ANNUAL PERCENTAGE RATES, at any time, provided Seller gives at least 15 days written notice before the beginning of the billing period in which the change becomes effective.
16. **CANCELLATION:** The Seller or the Buyer can cancel this account at any time on 15 days written notice. Buyer agrees to remain responsible for all purchases made before the 15 day period expires. Seller also has the right to cancel Buyer's account without notice for failure to make payments on a timely basis.