

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill.
  - (a) Do not write on your 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
    - i Your name and account number (if any)
    - ii A description of the error and an explanation (to the extent you can explain) why you believe it is in error. If you only need more information, explain the item you are not sure about and, if you wish any 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 of the suspected error.
    - iii The dollar amount of the suspected error.
    - iv Any other information (such as your address) which you think will help us identify you or the reason for the complaint or inquiry.
  - (b) Send your billing error notice to the address on your bill which is listed after the words "Send Inquiries To". 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 that 30 days. Within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill is correct. Once we have explained the bill, we have no further obligation to you even though you still believe 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 letters 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 inquiry. However, you remain obligated to pay the parts of your bill not in dispute.
4. If it is determined 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. But 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 finance 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 on them, if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right
  - (a) You must have bought them in your home state or if not within your home state within 100 miles of your current mailing address and
  - (b) The purchase price must have been more than \$50.
 However, these limitations do not apply if the merchant is owned or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.

**NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT** prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The federal agency which administers compliance with this law concerning this creditor is the FEDERAL TRADE COMMISSION, Washington, D.C. 20580.

## RETAIL CREDIT AGREEMENT

1. **PURCHASES:** We will deliver, subject to availability, fuel oil 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, unless otherwise noted on this agreement, according to a Weather Controlled Degree Day System. A meter printed delivery ticket will be left or mailed at the above address each time a delivery is made. You agree to accept each delivery and to pay the full amount shown on each delivery ticket within 15 days.
2. **BUDGET ACCOUNTS:** Payments are due by the 11th of the month. Late budget payments are subject to the same credit agreements as 15 day charge accounts.
3. If you maintain a service contract with us, or if you require service calls, repairs or maintenance, which are not covered by the service contract, you may also charge the price of the service contract, service calls, repairs or maintenance to your account. If you do so, you agree to pay the full amount due within 15 days from the time the service contract, service calls, repairs or maintenance is made.
4. **MONTHLY STATEMENT:** If you have a balance on your account, for a budget payment past due, we will send you a monthly statement.
5. **FINANCE CHARGES:** Unless you paid the previous balance shown on your monthly statement in full by its payment due date, a FINANCE CHARGE will be added to your account from the date of purchase and these FINANCE CHARGES will be computed in the following way:
  - (a) We start with the previous balance of your purchases account at the beginning of the billing period.
  - (b) Each day of the period we subtract payments and credits and add purchases, giving us the daily balance.
  - (c) We then average the daily balance (called "balance subject to FINANCE CHARGE") and multiply this average by the following monthly periodic rates: 1½% on the first \$500.00 of the balance, which is an ANNUAL PERCENTAGE RATE of 18%, and 1% on the balance in excess of \$500.00, which is an ANNUAL PERCENTAGE RATE of 12%.
6. **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 a lawyer, you will pay attorneys fee of 33% of the total balance plus court costs.
7. **IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT:** We can accept later payments or partial 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.
8. **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.
9. **CANCELLATION:** We or you can cancel your account at any time on 30 days written notice. You agree to remain responsible for payments for all purchases made before the 30 days period expires. We also have the right to cancel your account without notice if you fail to make payments on time.
10. **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 oil as a result of DEFAULT, we will not be liable for any damages in either direct or indirect manner.

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 EMPLOYMENT 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 \_\_\_\_\_ Date \_\_\_\_\_

**THERE IS A \$25.00 RETURNED CHECK CHARGE FOR ALL RETURNED CHECKS.**