

## CREDIT APPLICATION FOR A BUSINESS ACCOUNT

### BUSINESS CONTACT INFORMATION

Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Date business commenced:

Sole proprietorship:

Partnership:

Corporation:

Other:

### BUSINESS AND CREDIT INFORMATION

Primary business address:

City:

State:

ZIP Code:

How long at current address?

Telephone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account

Account number

Savings

Checking

Other

### BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

### AGREEMENT

1. All invoices are to be paid 30 days from the date of invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize CA Albright & Sons, LLC to make inquiries into the banking and business/trade references that you have supplied.

### SIGNATURES

Title:

Date:

Title:

Date:

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 the bill. On a separate sheet of paper write the following (*you may telephone your inquiry but doing so will not preserve your rights under this law*)
    - 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 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 chare slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.
    - iii. The dollar amount of the suspected error.
    - iv. 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 you're 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 was correct. Once we have explained the bill, we have no further obligation to you even though you may still believe that there is still an error, except as provided in paragraph 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 of the 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 other creditors as delinquent until we have answered your inquiry. However, you may 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 service charges on any disputed amount. If it turns out that we have not made an error, you may have to pay service 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 service 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 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 \$50.00 of the disputed amount and service 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.

**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

- 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 application, on a **Will Call** delivery basis, unless otherwise approved on this application by Management. A meter printed delivery ticket will be left, emailed or mailed to the delivery address each time a delivery is made. You agree to accept each delivery and to pay the amount in full when due. **THREE COD** deliveries of 150 gallons or more is required to establish all new accounts. The Company reserves the option to keep an account on COD status indefinitely.
- 2) **Outside Tank Location:** The Company recommends that Kerosene be used in outside tank applications. The Company will not be responsible for any damages due to jelling or freeze up's as a result of fuel oil deliveries made to an outside tank at the request of the customer.
- 3) The Company reserves the right to refuse delivery to an oil tank that has exceeded its useful life and is in need of replacement.
- 4) The Company reserves the right to refuse delivery when the fill pipe requires repair or replacement and or the vent alarm is not working.
- 5) **NEW CUSTOMERS ARE WILL CALL DELIVERY STATUS.**

This means the customer is responsible for monitoring their own fuel supply and when the tank reaches 1/4, call our offices during normal business hours and request a delivery

  - a) Delivery Charges will apply to after-hours emergency deliveries.
  - b) Delivery Charges will apply to Out of Area & Off Route Deliveries during normal business hour emergency deliveries if a driver in not in your area.
  - c) Re-Start Charges will apply to customers who frequently "run out".
- PROMPT PAY DISCOUNT:**
  - a) The .05 cent per gallon prompt pay discount is only applicable on fills.
  - b) The .05 cent per gallon prompt pay discount is not available to New or COD status accounts or combinable with Budget discounts.
- 6) **SERVICE:** If you maintain a service contract with us, or if you require HVAC service, repairs or maintenance, which are not covered by the service contract, and you have a New Account or COD account, you will be required to pay in full at the time the services are received.
- 7) **AUTO DELIVERY Status is reserved exclusively for established approved accounts.** Deliveries will be made to the delivery address on the account according to a Weather Controlled Degree Day System. You agree to accept each delivery and to pay the full amount on each delivery within 30 days. **Company reserves the right to not deliver to an Auto Delivery Account if the prior delivery has not been paid in full.**
- 8) **BUDGETS:** The Company offers Monthly Budget Plan's for Fuel & Kerosene customers with established accounts. Customers who fail to make budget payments on time and in full will not receive the budget discount on their delivery(s) until the account is current. New Customers are eligible for the Pre-Pay (1) time payment budget. Customers, who made all of their budget payments on time and in full and run out of funds, may still receive their budget discount provided the delivery is paid in full within 10 days from date of delivery.
- 9) **MONTHLY STATEMENT:** If you have a balance due on your account we will send you a monthly statement. It will show separately your purchases, the FINANCE CHARGE, if any, and the date the payment is due.
- 10) **FINANCE CHARGE:** 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 purchases 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 balances over 30 days, which is an ANNUAL PERCENTAGE RATE OF 18%.
  - d) Budget Accounts in good standing are not subject to Finance Charges.
- 11) **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 attorney's fees 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.
- 12) **AMMENDMENT OR CHANGES:** We can change this agreement including FINANCE CHARGES and the ANNUAL PERCENTAGE rate at any time, provided we give you at least 30 days' notice, before the beginning of the billing period in which the change becomes effective.
- 10) **CANCELLATION:** We or you can cancel your account at any time on 30 days written notice. You agree to remain responsible for payment 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.
- 11) **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 including customer driveway and fill access during inclement weather. 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.



# Manufacturing Certification for Non-Highway Diesel Motor Fuel and Residual Petroleum Product

**Purchasers and sellers:** Read the information on page 2 and certifications carefully before giving or accepting this certificate.

**Sellers:** Your sales are subject to the applicable taxes on diesel motor fuel or residual petroleum product unless the purchaser gives you a properly completed certification no later than 90 days after the delivery of the product sold. Keep the certificate for at least three years.

**Purchasers:** This form must be completed by the purchaser and given to the seller.

Type or print

Name of <b>seller</b>			Name of <b>purchaser</b>		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code
Seller's <i>Certificate of Authority</i> number			Purchaser's <i>Certificate of Authority</i> number	Employer identification number (EIN)	

Enter specific product type: \_\_\_\_\_ . (Use a separate Form FT-1012 for each product type.)

- Single-purchase certificate** — enter the invoice or delivery ticket number \_\_\_\_\_ and the number of gallons \_\_\_\_\_ .
- Blanket certificate** — will be considered part of any order given to you and will remain in force until revoked by written notice. It covers only purchases of the specific product type indicated above.

**Part 1 – Non-highway diesel motor fuel**

I certify that **all** (100%) of the non-highway diesel motor fuel covered by this certificate is being delivered on or will be brought to the manufacturing site for use directly and exclusively in the production of tangible personal property for sale, by **manufacturing, processing, or assembly**, and will **not** be consumed on the public highways of this state. The fuel will not be delivered to a filling station or a tank equipped with a nozzle or other apparatus that can fuel a motor vehicle. (This sale is exempt from the diesel motor fuel tax, the petroleum business tax, and the New York State and local sales taxes.)

**Part 2 – Non-highway diesel motor fuel (If less than 100% of the fuel is to be used for manufacturing as stated above, mark this box and indicate the appropriate percentages (must total 100%) of use.)**

- a I certify that \_\_\_\_\_ % of the fuel is to be used in the production of tangible personal property for sale as described above (must be supported by an engineering study).
- b I certify that \_\_\_\_\_ % of the fuel is to be used for nonresidential (commercial) heating purposes. (This sale is subject to the petroleum business tax at the nonresidential heating rate for diesel motor fuel and the New York State and local sales taxes, but exempt from the diesel motor fuel tax.)
- c I certify that \_\_\_\_\_ % of the fuel is to be used in the production of tangible personal property for sale by refining, mining or extracting. The fuel will **not** be delivered to a filling station or a storage tank equipped with a nozzle or other apparatus that can fuel a motor vehicle or be used on the public highways of this state. (This sale is subject to the petroleum business tax at the commercial gallonage rate for diesel motor fuel but is exempt from the diesel motor fuel tax and the New York State and other local sales taxes.)
- d I certify that \_\_\_\_\_ % of the fuel is to be used in the production of gas, electricity, refrigeration or steam for sale. The fuel will **not** be delivered to a filling station or a storage tank equipped with a nozzle or other apparatus that can fuel a motor vehicle or be used on the public highways of this state. I also certify that I am not a rate-regulated electric corporation using the fuel in generators to produce electricity. (This sale is subject to the petroleum business tax at the commercial gallonage rate for diesel motor fuel, and, if delivered or used in New York City, the city of New York local sales tax, but exempt from the diesel motor fuel tax and the New York State and other local sales taxes.)
- e I certify that \_\_\_\_\_ % of the fuel is to be used by a rate-regulated electric corporation using the fuel in generators to produce electricity for sale. The fuel will not be delivered to a filling station or a storage tank equipped with a nozzle or other apparatus that can fuel a motor vehicle or be used on the public highways of this state. (This sale is subject to the petroleum business tax at the full non-highway diesel motor fuel rate, and, if delivered or used in New York City, the city of New York local sales tax, but exempt from the diesel motor fuel tax and the New York State and other local sales taxes.)
- f I certify that \_\_\_\_\_ % of the fuel is to be used for residential heating purposes. (This sale is exempt from the petroleum business tax, the diesel motor fuel tax, and the New York State sales tax but, if applicable, subject to local sales tax.)

**Part 3 – Residual petroleum product**

I certify that **all** (100%) of the residual petroleum product covered by this certificate is being delivered to the manufacturing site for use directly and exclusively in the production of tangible personal property for sale, by **manufacturing, processing, or assembly**, and will **not** be consumed on the public highways of this state. (This sale is exempt from the petroleum business tax and the New York State and local sales taxes.)

**Part 4 – Residual petroleum product (If less than 100% of the product is to be used for manufacturing as stated above, check this box and indicate the appropriate percentages (must total 100%) of use.)**

- a I certify that \_\_\_\_\_ % of the product is to be used in the production of tangible personal property for sale as described above (must be supported by an engineering study).
- b I certify that \_\_\_\_\_ % of the product is to be used for residential heating purposes. (This sale is exempt from the petroleum business tax and the New York State sales tax but, if applicable, subject to local sales tax.)
- c I certify that \_\_\_\_\_ % of the product is to be used for nonresidential (commercial) heating purposes. (This sale is subject to the petroleum business tax at the nonresidential heating rate for residual petroleum product and to the New York State and local sales taxes.)
- d I certify that \_\_\_\_\_ % of the product is to be used for any other purposes than that stated above except if you are a rate-regulated electric corporation using the product in generators to produce electricity. (This sale is subject to the petroleum business tax at the commercial gallonage rate for residual petroleum product and to the New York State and local sales taxes, unless a valid exemption document is completed and given to the supplier.)

**Note:** Kerosene is exempt from the petroleum business tax when sold by a petroleum business registered as a *distributor of diesel motor fuel* or a *retailer of non-highway diesel motor fuel only* and the kerosene is not mixed or blended with other products, is not sold with any other petroleum product, or is not sold or used to operate motor vehicles or delivered into a tank equipped with a nozzle.

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with the intent to evade tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I understand that the vendor is required to collect such applicable taxes from me unless I properly furnish this certificate to the vendor and that the vendor must retain this certificate and make it available to the Tax Department upon request. I also understand that the Tax Department is authorized to investigate the validity and accuracy of any information entered on this document.

Signature of <b>purchaser</b> or authorized representative	Title	Date
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## Instructions

### General information

This certificate can be used to claim exemption from the taxes (the petroleum business tax, diesel motor fuel tax, and sales and use tax) on non-highway diesel motor fuel and residual petroleum product as indicated on the front. You may use it for a single purchase or for blanket purchases of one specific type of product.

This certificate may not be used to purchase fuel for use in farm production; use Form FT-1004, *Certificate for Purchases of Non-Highway Diesel Motor Fuel or Residual Petroleum Product for Farmers and Commercial Horse Boarding Operations*.

*Directly* means the fuel must, during the production phase of a process, operate exempt production machinery or equipment, or create conditions necessary for production, or perform an actual part of the production process.

*Exclusively* means that all of the fuel is used entirely (100%) in the production process.

*Production* includes the production line of the plant, starting with the handling and storage of raw materials at the plant site and continuing through the last step of production where the product is finished and packaged for sale.

*Manufacturing* means the production of tangible personal property that has a different identity from its ingredients.

*Processing* means the performance of any service on tangible personal property that changes the nature, shape, or form of the property.

*Assembly* means the coupling or the uniting of parts or materials as a manufacturing process or a step in the manufacturing process that results in a new product.

*Diesel motor fuel* means No. 1 diesel fuel, No. 2 diesel fuel, biodiesel, kerosene, fuel oil or other middle distillate and also motor fuel suitable for use in the operation of an engine of the diesel type. It does not include any product specifically designated No. 4 diesel fuel.

*Non-highway diesel motor fuel* means any diesel motor fuel that is designated for use other than on a public highway (except for the use of the public highway by farmers to reach adjacent lands), and is dyed diesel motor fuel.

*Highway diesel motor fuel* means any diesel motor fuel which is not non-highway diesel motor fuel.

*Dyed diesel motor fuel* means diesel motor fuel which has been dyed in accordance with and for the purpose of complying with the provisions of 26 USC 4082(a).

*Residual petroleum product* is the topped crude of refinery operations including No. 5 fuel oil, No. 6 fuel oil, bunker C, and that special grade of diesel product designated No. 4 diesel fuel, that is not suitable for use in the operation of a motor vehicle engine. This product is sometimes used for the production of electric power, space heating, vessel bunkering, and other industrial purposes.

### Need help?



Visit our website at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features

### Telephone assistance

Miscellaneous Tax Information Center:	518-457-5735
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service