

IN CASE OF ERRORS OR INQUIRIES - BILLING

- 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 charge 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

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 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 is 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.