



99 Crescent Street
Worcester, MA 01605
508-753-1475

Retail Oil Credit Application

Rep: _____ Acct #: _____ Acct Type: _____ Src Code: _____

CUSTOMER #1

Name: _____ DOB: _____ Cell #: _____
Delivery Address: _____ Prior Address: _____
City, ST Zip: _____
Phone: _____ Tank Reading: _____ Priority: High Low
eMail: _____ Paperless Billing: Yes No Auto Delivery: Yes No
Billing Address: _____ Credit Limit: _____ Terms: _____
City, ST Zip: _____ Credit Notes: _____
Employer Name: _____ Employer Phone#: _____

CUSTOMER #2

Name: _____ DOB: _____ Cell #: _____
Street: _____ Phone #: _____
City, ST Zip: _____ Prior Address: _____
eMail: _____

IF TENANT

Landlords Name: _____ Phone #: _____ Acct# _____
Address: _____
SmartPay: Yes No Amount: _____ Start Month: _____
Prior Oil Co: _____ Referred By: _____
Emgcy Contact: _____ Emgcy Phone: _____

RETAIL CHARGE AGREEMENT – TERMS OF THE CONTRACT ARE PENDING CREDIT APPROVAL PETROLEX II LLC dba ckSmithSuperior and its affiliates and successors

This agreement is made by and among ckSmithSuperior, a division of PETROLEX II LLC, a Massachusetts corporation (collectively referred to as "COMPANY") and

_____ of _____ (collectively referred to as the "CUSTOMER").

In consideration of the credit to be extended to CUSTOMER by COMPANY, and/or any of its above named divisions for the purchase by CUSTOMER of fuel, goods or services (collectively "Purchases") sold to CUSTOMER by COMPANY, directly or indirectly, from time to time, CUSTOMER, jointly and severally, agrees as follows:

- 1) CUSTOMER will pay for all Purchases charged to CUSTOMER's account within thirty (30) days from the invoice date shown on each statement rendered to CUSTOMER at the address set forth in the Retail Credit Application.
- 2) If CUSTOMER participates in our SmartPay Plan, but fails to keep the SmartPay Terms, they are placed on 30 day terms from the invoice date. CUSTOMER agrees that the entire unpaid balance shall become immediately due and payable together with the finance charge computed at the rate of one and one half percent (1.5%) per month on the unpaid balance, a maximum APR of 18%.
- 3) CUSTOMER agrees that if their payment is delinquent and the amount is sent to an attorney or agency for collection, a liquidated attorney fee of up to \$1,000 will be added to the CUSTOMER's account balance in addition to any additional attorney/agency fees assessed by a court. In addition, interest will accrue on the unpaid balance at the rate of 1.5% (18% APR).

- 4) 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 company is the Federal Trade Commission, Washington, D.C. 20580.
- 5) CUSTOMER understands the conditions of the COMPANY Charge Agreement and hereby agrees to an investigation to the Customer's credit history.
- 6) Notice to the CUSTOMER – do not sign this agreement before you read it or if it contains blank spaces. You are entitled to a copy of the agreement you sign. Keep this agreement to protect your legal rights.
- 7) CUSTOMER hereby acknowledges receipt of a copy of the retail charge agreement and further acknowledges that the same was complete in all respects at the time of execution.

I have read and agree with the terms and conditions on the reverse side of this agreement.

SIGNATURES

COMPANY: _____ DATED: _____ / _____ /20 _____

CUSTOMER #1: _____

CUSTOMER #2: _____

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 the bill. On a separate sheet of paper write (you may telephone your inquiry **but doing so will preserve your rights under this law**) the following:
 - i. Your name and account number (if any).
 - ii. A description of the error and 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 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 sixty (60) days after the bill was mailed to you.
2. We must acknowledge all letters pointing out possible errors within thirty (30) days of receipt, unless we are able to correct your bill during those thirty (30) days. Within ninety (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/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 questions, 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 ten (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 report you as delinquent of the subsequent resolution.
6. If we do not follow these rules, we are not allowed to collect the first fifty dollars (\$50) of the dispute 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. These are two limitations on this right:
 - a. You must have bought them in your home state or if 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 advertisement for the property or service.

CREDIT AGREEMENT

CUSTOMER agrees to pay COMPANY for all sales and services promptly upon receipt of invoice. CUSTOMER also agrees to pay a **FINANCE CHARGE** or any unpaid balance existing after the closing date appearing on the monthly invoice of 1.5% (maximum APR of 18%).

CUSTOMER agrees that COMPANY may make changes in the rates, charges and other terms of this Agreement from time to time hereafter, provided that CUSTOMER is given notice of such changes and they do not exceed the limits established by law.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of sex or marital status. The Federal agency which administers compliance with this law concerning this creditor is Equal Credit Opportunity, Federal Trade Commission, Washington, D.C. 20580.

1. CUSTOMER, to the maximum extent permitted by law, shall defend, protect, indemnify and hold harmless ckSmithSuperior, a division of PETROLEX II LLC (herein after "COMPANY"), its partners, affiliate and subsidiary companies, and their respective directors, officers, employees and agents ("Indemnified Parties"), against all claims, demands, suits, liabilities, judgments, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights) on account of any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs or injunctive obligations imposed upon any Indemnified Party caused by, arising out of, or any way incidental to, or in connection with, CUSTOMER's performance, or the performance, acts or omissions by any sale customer or consumer served by CUSTOMER (including employees, agents, contractors and invitees of CUSTOMER and CUSTOMER's resale customers and consumers), or any other person.
2. It is the intention of the parties that the indemnity obligations of CUSTOMER are without regard to whether the negligence, fault, or strict liability of an Indemnified Party is a concurrent or contributory factor, and such obligations are intended to protect the Indemnified Parties against the consequences of their own negligence, fault, or strict liability. Only those matters which are determined by a final non-appealable judgment to be a result of the sole negligence or fault of an Indemnified party or defects in COMPANY's products not caused or contributed to by the negligence or fault of CUSTOMER or CUSTOMER's employees, agents, contractors, invitees, resale customers or consumers shall be excluded from CUSTOMER's duty to indemnify the Indemnified Parties; provided, however, CUSTOMER shall not be relieved from its duty to defend and protect the Indemnified Parties under such circumstances. Such duty to defend and protect the Indemnified Parties shall include, without limitation, investigation and costs of defense and settlement, including reasonable attorney's fees up through final appeal of a trial court judgment or arbitration. COMPANY expressly reserves the right to participate in its defense with counsel of its own choosing.

Customer Initials (_____)