



P.O. Box 900 • Danielson, CT 06239 • 860-779-2500 • 860-376-5665 • 860-642-7452
888-727-2515 • Fax 860-774-6340 • www.savewaypetro.com

Credit Mgr.: _____ Date: _____ CrI: _____

CREDIT AGREEMENT Acct# _____ Acq Code _____ Confirmed by _____ Rep# _____ Date _____
Name _____ Cell Phone # _____ Soc. Sec.# _____
Co-Applicant _____ Cell Phone # _____ Soc. Sec.# _____
Email Address _____
Billing Address _____ Rent Own Yrs _____
City _____ State _____ Zip _____ Home Phone _____
Delivery Address _____ City _____ State _____ Zip _____
Previous Address _____ Yrs _____
Applicant's Employer _____ Town _____ # Years with Co. _____ Work Phone _____
Co-Applicant's Employer _____ Town _____ # Years with Co. _____ Work Phone _____
Emergency Contact _____ Phone _____
Bank Reference Name _____
Previous Supplier _____ MIMO Account # _____

Heat Type: Steam HW baseboard Warm Air # Zones _____ Central Air Yes No
HW Type: Oil Gas Elect Propane Indirect Tankless Alternate Heat _____
Product _____ Fill Location _____ Automatic Delivery Other _____
Tank Capacity _____ Tank is: In Out Underground Snow Drop
Annual Usage _____ K Fact _____ Gallons in Tank _____ DD Due _____ Hw Gal. _____
Heated Rooms _____ # Residents _____ Heating Equip. _____
Service Plan: Super Valve HWH ProGuard To Be Contracted Last Cleaning _____
Regular: Budget Plan: Amount _____ Start Date _____ Service Included in Budget Plan: Yes No
Auto CC# _____ - _____ - _____ / _____ / _____ CVC _____

SPECIAL INSTRUCTIONS _____

OFFER _____ 500 GALLON MINIMUM FOR OFFER

The Federal Equal Credit Opportunity Act prohibits us from discriminating against you in any way in the granting of credit. The federal agency which administers compliance with this law is the Federal Trade Commission, Washington, D.C. 20580. We have given to you and you acknowledge receipt of a complete description of the terms of our Credit Agreement and our Billing Error Rights, which appear on page 2 of this form.

Pricing: For the Period _____ through _____ ("Pricing Period"), Saveway Petroleum will deliver fuel to you at a variable price. Saveway Petroleum has secured in advance the estimated amount of heating oil required to meet your needs during the Pricing Period. For this consideration, you agree to purchase your heating oil exclusively from Saveway Petroleum at the price indicated above during the Pricing Period, maintain your account on automatic delivery and remit all outstanding balances when due. The contract agreed upon price will expire at the end of the Pricing Period without further notification, and subsequent deliveries will be made at the prevailing retail price in effect at the time of delivery. Should you cancel your account for any reason, remove your account from automatic delivery, or fail to pay your bill within agreed upon terms over the period of this contract price agreement, you will be charged an early termination fee of \$150 in addition to any outstanding balance you may owe.

Applicant Signature _____ Date: _____
Co-Applicants Signature _____ Date: _____
Sales Representative _____ Date: _____

IMPORTANT TERMS AND CONDITIONS OF THE SALE AND PURCHASE ARE SET FORTH ON THE BACK OF THIS PAGE ARE PART OF THIS AGREEMENT.

FUEL DELIVERY AND SERVICE AGREEMENT

Terms and Conditions

1. Parties. In these Terms and Conditions the words we, us, our and ours mean the **Seller**. The words you, your and yours mean each and every Buyer or Applicant.

2. Deliveries: Fuel deliveries will be made to you on an automatic delivery basis at the pricing disclosed on the front of this Agreement, and subject to these terms and conditions and those of the front of the Agreement. A meter-printed delivery ticket will be left each time a delivery is made. You agree to accept each delivery and to pay the full amount shown on each delivery invoice in full within ten (10) days after the fuel is delivered to you.

3. Non Delivery Conditions: We will not be responsible for failure to deliver fuel for any of the following reasons: fuel shortages, scarcity of labor, delay in deliveries by our suppliers, embargoes, strikes, riots, accidents, disorders, Acts of God, acts of any type by any governmental authority, or for any reason beyond our reasonable control. We will not be responsible for damages for failure to deliver fuel to vacant or unattended premises (in this agreement, the term "vacant or unattended premises" shall mean premises at which no adult occupant is present for at least twenty-four (24) consecutive hours). We are not responsible for run outs in the first year of this agreement. In each and every case, we have the right either to cancel or to postpone any delivery without any liability whatsoever.

4. Service Contract: If you have a service contract with us, your account will remain on auto delivery and you will pay the invoice in full within thirty (30) days.

5. Services Charges: If we perform service work for you, which are not covered by any type of service contract, warranty or guarantee, we will mail you an invoice which shall cover both parts and labor, and you agree to pay it in full within thirty (30) days.

6. Billing: If you have an invoice for fuel deliveries or service work that is not paid within 30 days you will incur a finance charge on the amount owing that is beyond 30 day terms. That charge will show up on your next monthly statement after the finance charge is posted. **Customer that choose the budget payment plan do not pay by the invoice. They are required to make a monthly budget payment that is due each month preferably on or before the 15th of each month.**

7. Return Check Charges: Any check that is returned to Saveway Petroleum for any reason will result in a \$25.00 fee charged to your account.

8. The LATE FEE is computed by a "Periodic Rate" of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18%. We will figure the late fee on your account by the Adjusted Balance Method. In no event will the late fee charge be more than what the law allows.

9. Collection Costs: You agree to pay, in addition to your balance, all costs of collection as permitted by law, including without limitation, reasonable attorneys' fees.

10. Irregular Payment and Delay in Enforcement: We can accept late payments, partial payments or payments 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 any of our rights under this Agreement.

11. Amendment or Changes: We can change this Agreement, including the LATE FEE and ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 30 days' written notice before the beginning of the billing period in which the change becomes effective.

12. Cancellation: We or you can cancel your account at any time on 30 days written notice. You agree to remain responsible for all contractual promises and purchases made by you before the 30-day period expires and for the early termination fee, if any, due pursuant to the pricing outlined on the front of this Agreement. We agree to honor our pricing promises to you, provided that if we deem your credit unsatisfactory, or if you fail to make a payment on time, we may suspend deliveries and service under this Agreement or terminate this Agreement with or without notice and without further responsibility.