

G & B Energy Offices
 Elkin, NC (336) 835-3607
 Pilot Mountain, NC (336) 368-3678
 Sparta, NC (336) 372-4443
 Winston-Salem, NC (336) 722-2024
 Advance, NC (336) 998-9748
 Hendersonville, NC (828) 891-7371
 Boone, NC (828) 262-3637
 Blowing Rock, NC (828) 295-9563

G & B OIL COMPANY, INC
G & B ENERGY
APPALACHIAN ENERGY

Main Office
 667 North Bridge St
 PO Box 811
 Elkin, NC 28621
 Phone: (336) 835-3607
 Fax: (336) 835-2117

COMMERCIAL CREDIT APPLICATION

Business Name _____ d/b/a _____

Business Address	Billing Address
Number _____ Street _____	(if different) Number _____ Street _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____

Accounts Payable Contact Person _____ Phone Number (_____) _____ - _____

Federal Tax Id # _____ - _____ Dunn and Bradstreet DUN's # _____ - _____

Contractor License # _____ Type _____

Telephone (_____) _____ - _____ Fax (_____) _____ - _____ Years in Business _____

Type of Business _____ Type of Organization: Private Corporation Public Corporation
 Partnership Sole Proprietorship

Officers:

Name	Position	Home Address	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has the firm or any of its Principals ever filed Bankruptcy? Yes No
 If yes, please explain: _____

Trade References: (at least three)

Name	Address	Phone Number	Contact Person
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Banking References:

Bank Name	Account Number	Phone Number	Contact Person
1.			
2.			

TYPE OF SERVICE

PRODUCT: Fuel Oil _____ Kerosene _____ Propane (LP) _____ Tank Size (if known): _____

Would You Like Automatic Deliveries? _____ (Our computerized delivery system projects accurate delivery dates to prevent fuel outages.)
(If not, ask a service representative for other delivery service options.)

Directions To Your Business: _____

NOTICE TO APPLICANTS

In making this application for credit, the customer agrees to pay all invoices within the agreed upon payment terms; customer also agrees to pay a service charge of 1.5% a month on all past due balances. In the event a suit is necessary to collect any amount, the customer agrees to pay the seller's reasonable attorney fees and costs including attorney's fees for appeal. By signing this application you agree to the terms and conditions contained on page 3 of this form.

EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THIS APPLICATION WILL BE RETAINED IN YOUR RECORDS. WHETHER OR NOT THIS APPLICATION IS APPROVED, YOU ARE AUTHORIZED TO CHECK CREDIT HISTORY, BANK HISTORY, AND TRADE REFERENCES AND ANSWER ANY QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH US.

SIGNED _____ Title _____ Date _____

G&B USE ONLY		Taken By: _____	
Tank Size _____	Rate _____	First Fill Price _____	Zone _____ Division Servicing Account _____
Account # _____	Credit Rating _____	Credit Limit \$ _____	Approved By _____ Date _____
Appliance Model(s) (attach all Regency/Waterford tear sheets)		Price	
1. _____		\$ _____	
2. _____		\$ _____	
3. _____		\$ _____	
Installation Date _____	Installation Charge _____		
Comments: _____ _____			

COMMERCIAL CREDIT AGREEMENT

- PURCHASES:** We will deliver, subject to availability, petroleum products at our established prices, which are determined at the time of delivery. Deliveries will be made to you at the address shown on this agreement, or as directed by you, on an automatic delivery basis according to a Weather Controlled Degree Day System, unless you have requested to call for your deliveries or our credit department has notified you that you must call for your deliveries. If your account is established as a will call delivery type, then a 3-day notice is required to arrange for a delivery. A meter printed delivery ticket will be left or mailed to 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 agreed upon payment terms or within any additional period of time authorized by us for payment.
- SERVICE CALLS:** If you maintain a service contract with us, or if you require chargeable service calls for repairs or maintenance, these services will be billed to your account and will require the same method of payment as your deliveries, which are established by our credit department.
- MONTHLY STATEMENT:** If you have a balance due on your account, we will send you a monthly statement. This statement will show separately your current month's account activity, including any FINANCE CHARGES, and the date that the payment is due. The closing date for our billing cycle is the last day of each month. Payments, Credits, or Charges after that date will appear on your next statement.
- CREDIT FOR PAYMENTS:** We will credit your account as of **the date that payment is received in our office**. We will not be liable for any FINANCE CHARGES accrued, or discounts lost as a result of mail delays, or other circumstances beyond our control.
- FINANCE CHARGES:** FINANCE CHARGES will be added to your account for any charges to your account that are not paid by the payment due date. FINANCE CHARGES are computed using a "Periodic Rate" of 1.5% per month, which is equivalent to an ANNUAL PERCENTAGE RATE of 18% per annum.
- 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 an attorney or collection agency, you will be liable for all reasonable fees incurred plus all court costs and expenses.
- IRREGULAR PAYMENT AND DELAY 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.
- AMENDMENT OR CHANGES:** We can change this agreement including FINANCE CHARGE and 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.
- CANCELLATION:** We or you can cancel your account at any time upon 30 days written notice. You agree to remain responsible for payment for all purchases, deliveries and services made before the 30 days period expires. We also have the right to cancel your account without your notice if you fail to make payments on time.
- 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 petroleum product as a result of DEFAULT, we will not be liable for any damages in either a direct or indirect manner.
- AUTOMATIC DELIVERIES:** You understand that any automatic delivery plan is contingent on timely payment of all amounts due. We will not be liable for any damages arising from the non-delivery of petroleum product due to unpaid balances on your account.
- SECURITY DEPOSITS:** You may be informed by our credit department that a security deposit is required on your account. Such deposits will be held in a non-interest bearing account until such time that the account is closed. Once service is terminated, the deposit will be refunded to you or applied to any outstanding balance remaining on your account.

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

- The Federal Truth in Lending Act requires prompt correction of billing mistakes. If you want to preserve your rights under the Act, here is what to do if you think your bill is wrong or if you need more information about an item on your bill.
 - Do not write on the bill. On a separate piece of paper write (*you may telephone your inquiry but doing so will not preserve your rights under the law*) the following:
 - Your name and account number (*if any*).
 - 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 of copy for your records.
 - The dollar amount of the suspected error.
 - Any other information (*such as your address*) which you think will help us to identify you or the reason for your complaint or inquiry.
 - Send your billing error notice to the address on your bill. 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.
 - 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 still believe that there is an error, except as provided in paragraph 5 below.
 - After we have been notified, neither we or 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.*
 - 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.
 - 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 subject resolution.
 - 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.
 - 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:
 - 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
 - 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 applications on the basis of race, color, religion, national origin, sex or marital status, or age. The federal agency which administers compliance with this law concerning this creditor is the FEDERAL TRADE COMMISSION, Washington, DC 20580.