



1020 East St., **Ludlow, MA 01056**
Phone: 413 589-0797 Fax: 413 589-0788 www.alvesfuels.com

Dear Prospective Credit Customer:

Thank you for your interest in Alves Fuels. Attached you will find a Commercial Credit Application form along with our credit agreement and terms, and an individual personal guaranty.

Please fill out the application in full. We will not process any application that has not been signed and dated by an officer or owner of your business. Finally, please complete the Individual Personal Guaranty, which will help to establish your line of credit.

If you are Sales Tax Exempt, please include your Exempt Certificate for which you assume responsibility to charge, collect, and remit end user sales tax. If you are non-profit organization, please attach a copy of your tax ID certificate.

Thank you once again for your interest in Alves Fuels. We do hope that we may forge a mutually profitable relationship for years to come.



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Confidential Commercial Credit Application

Full Legal Name and Trade Style, If Separate _____

Federal Tax ID.# _____

Address _____

City State Zip _____

Circle One: Corporation (state of Incorporation _____) Partnership Sole Proprietorship Other _____
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Billing Address (If Different) _____

Area Code Phone Number E-mail Address Website Type of Business

This Business is a Subsidiary of, or Franchised By _____ How Long under Present Ownership _____ How Long at this Address _____ Owned _____ Leased _____
 Proprietors, Partners or Principal Shareholders: [Name(s) / Home Address(es) / Home Phone Number(s)]

Person Responsible for Accounts payable Bank Account Number

Branch of Bank Party To Contact Phone

Trade References [Name(s) / Address (es) / Phones (s)]

I am authorized to make this application and certify the above statements are true and complete. Terms of sale are prompt pay discounts 10 days, **net 15** and if any particular billing is not paid when due, all sales, regardless of prior terms, will become immediately due and owing upon demand by you, I agree to pay interest on past due amounts of 1 1/2% per month or 18% per annum or the maximum rate permitted by applicable law, whichever is less.

If any particular billing is not paid when due, I agree to pay in addition to the foregoing: All collection costs if this account is referred for collection, or if suit is brought to collect this account, I agree to pay all costs and reasonable attorney's fee, including all costs and a reasonable attorney's fee incurred on any appeal to an appellate court.

I give you permission to make inquiry on Financial, credit and related matters at my bank, lending firm and references listed in this application and they are authorized to give you any information their files contain

By: _____
 (Signature) (Date) (Printed Name) (Printed Title)

For Corporations Only : In consideration of the extension of credit to the above named business entity, the undersigned principals, jointly and personally guarantee payment of the open account extended to the above named business for all purchases up to and including the credit extended

By: _____
 (Signature) (Date) (Printed Name) (Printed Title)

PROPERTY AND SERVICES RETAIL CREDIT AGREEMENT

In this agreement, the words I, me, mine and my mean the SELLER, the words you, your and yours mean each and every and all BUYERS.

1. **PURCHASES:** I will deliver, subject to the conditions in paragraph #3 below, fuel at our established price. Deliveries will be made to you on an automatic degree day basis unless otherwise noted on this Agreement. You will receive a **meter-printed** delivery ticket after each delivery is made. You agree to accept each delivery and pay the full amount shown on each delivery invoice within **15** days from the billing date. **CREDIT LIMIT \$5000.00**

2. **NON-DELIVERY CONDITIONS:** I will not be responsible for any failure to deliver fuel which is scheduled for delivery 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. I 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). In each and every case, I have the right to either cancel or postpone any delivery without any liability whatsoever.

3. If I deem the customer's credit unsatisfactory, or in the event of non-payment of any bill due, I may automatically suspend deliveries and service under this order to terminate the order with or without notice and further responsibility.

4. **SERVICE AGREEMENT:** If you have a service agreement with me, you may also charge the price of the service agreement to your account with me. If you do so, you agree to pay the full amount of the contract within **15** days from the invoice billing date.

5. **SERVICE CHARGES:** If you require service work, including parts and labor, which is not covered by any type of service agreement, warranty or guarantee, you agree to pay for this billable service by paying the amount invoiced mailed to you directly after the service is performed or charge this amount to your account with me. If you do not add this to your account, you agree to pay the full amount shown on each billable invoice within 30 days from the billing date.

6. **HOW TO AVOID FINANCE CHARGES:** If payment in full of the NEW BALANCE on your Monthly Statement is received by us on or before the PAYMENT DUE DATE, no FINANCE CHARGE will be added to your next Monthly Statement.

7. **WHEN A FINANCE CHARGE WILL BE ADDED:** If we do not receive payment in full of the NEW BALANCE on your Monthly Statement on or before the PAYMENT DUE DATE, a FINANCE CHARGE will be added to your NEW BALANCE on that Monthly Statement.

8. The FINANCE CHARGE is computed by a "Period Rate" of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18% or as permitted by MA law.

9. **DEFAULT:** You will be in default if you do not pay your new balance on or before the payment due date, file for bankruptcy, or make an assignment for the benefit of creditors.

10. **COLLECTION COSTS:** If you are in default we can demand immediate payment on your outstanding balance. If we hire an attorney to collect your outstanding balance, you will have to pay, in addition to your past due balance, all costs of collection. These costs will include Court fees, Sheriff's fees or other serving fees, and all reasonable attorneys' fees.

11. **IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT:** We can accept late 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.

12. **AMENDMENTS OR CHANGES:** We can change this Agreement including FINANCE CHARGE and ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 15 days' written notice, before the beginning of the billing period in which the charge becomes effective.

13. **CANCELLATION:** you or we 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-day period expires. We also have the right to cancel your account without notice if you fail to make payments on time.

BILLING ERROR RIGHTS STATEMENTS

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at:

Alves Fuels

1020 East St.

Ludlow, MA 01056 - as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your Name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill is correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit; you do not have to pay any questioned amount while we are investigating but you are still obligated to pay parts of your bill not in question.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of the person we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

INDIVIDUAL PERSONAL GUARANTY

Date: _____

I, _____ residing at _____

For and in consideration of your extending credit at my request to

(Name of Company)

(hereinafter referred to as the "company"), of which I am _____,

hereby personally agree to you the payment at Alves Fuels, in the state of Massachusetts of any obligation of the company and I hereby agree to bind myself to pay you on demand any sum which may become due to you on demand any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the company.

I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Signature: _____

Witness: _____

Witness Address: _____
