

G & B Energy Offices
 Elkin, NC (336) 835-3607
 Pilot Mountain, NC (336) 368-3678
 Sparta, NC (336) 372-4443
 Millers Creek, NC (336) 973-2411
 Advance, NC (336) 998-9748
 Mills River, NC (828) 891-7371
 Boone, NC (828) 262-3637
 Statesville, NC (704) 873-4747

G & B OIL COMPANY, INC
G & B ENERGY
APPALACHIAN ENERGY
COMMERCIAL CREDIT APPLICATION

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

Business Name _____ d/b/a _____

Delivery Address _____ Billing Address _____
Number Street (if different) Number Street

City State Zip Code County City State Zip Code

Federal Tax Id # _____ - _____ Dunn and Brad Street Duns # _____

Contractor License # _____ Type _____

Telephone _____ Fax _____ Years at Present Location _____

Type of Business _____ Type of Organization : Private Corporation Public Corporation LLC

Credit Line Requested \$ _____ Partnership Sole Proprietorship

Officers:

Name	Position	Home Address	Telephone

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

Previous Fuel Supplier _____ Phone Number _____

Trade References: (at least one Fuel Supplier)

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

Banking References:

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

TYPE OF SERVICE

PRODUCT: Fuel Oil ___ Kerosene ___ Hwy Diesel ___ Gasoline ___ Off Road Diesel ___ Propane (LP) ___

Circle Existing Tank Size (if known): 275 550 1000 Other _____ Number of tanks _____

Check all that apply: Primary Heat Back-up Heat Water Heater Logs Other _____

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:

How did you hear about G&B Energy? (check one)

Newspaper Radio Yellow Pages Television Ad From Existing Customer Other _____

PERSONAL GUARANTOR

Name _____ Address _____ Telephone _____ Social Security Number _____

In consideration of G & B Oil Company, Incorporated granting an open account to _____ (“Customer”) to be used from time to time, _____ (“Guarantor”) hereby guarantees the payment of such open account as follows:

Customer has and will, from time to time, purchase products from G & B Oil Company, Incorporated, said products to be charged to an open account.

In consideration of the premises, the undersigned does hereby guarantee the payment of any and all outstanding balances, including principal and accrued interest, at such time as Customer defaults in the payment of any amounts due under this open account.

The undersigned does waive any and every legal notice and agree that in the case of nonpayment of this open account by Customer, payment in full of this account will be made immediately by Guarantor. The undersigned does further agree that in the event legal action is instituted for the collection of this open account, the undersigned agrees to pay, in addition to all principal and interest due under this account, reasonable attorney fees as provided by law.

Signed _____ Date _____

NOTICE TO APPLICANTS

Do Not Sign this application until you have read the retail credit agreement included with of this form. By signing this application, you authorize G & B Oil Company, Incorporated and its agents or assigns permission to investigate any information contained on 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 MY CREDIT AND EMPLOYMENT HISTORY, AND ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH ME. I HAVE READ AND AGREE TO THE CREDIT TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS APPLICATION.

SIGNED _____ Title _____ DATE _____

G&B USE ONLY

Taken By: _____ Division Servicing Account _____

Tank Size _____ Number of Tanks _____ Rate _____ First Fill Price _____ Zone _____

Account # _____ Credit Rating _____ Credit Limit \$ _____ Approved By _____ Date _____

Comments: _____

RETAIL 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 such 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. If you are on the Budget Payment Plan, your monthly statement will indicate that you are to pay only your monthly budget payment plus any non-budgetable items. 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.
- BUDGET PAYMENT PLAN:** If you participate in the Budget Payment Plan, you will be informed of the amount of your monthly budget payment, which is due by the 15th of each month through April. You agree to pay any remaining balance on your account by May 15th at the end of each budget year.
- 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 may 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

When you provide a check as payment, you authorize us to either use information from your check to make a one time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may opt out of this process by calling (336) 835-3607.