



Terms and Conditions

- Credit terms for approved accounts are 30 days for delivered fuels and service and 15 days for AutoFuel accounts from the date of invoice. A 1.5% finance charge per month (18% per annum) will be charged to the customer on any balance owed over 30 days. It is understood that a consumer credit report prepared by a consumer reporting agency may be obtained at the time I apply for my account and, if my account is approved, any time after that. Applicants and customers have the right at any time to inquire whether a report was obtained and from where. I(we) hereby give consent to have Bourne's Energy obtain any and all information regarding employment, checking/savings accounts, credit obligations and all other credit matters, which they may require in connection with my(our) application for credit. I(we) are aware the assigned credit bureau may call to clarify information obtained in the application credit history in order to expedite the application process. As provided by The Federal Truth in Lending Act, if a customer disputes the amount of an invoice or believes that there has been a billing mistake, they must provide written notice to Bourne's Energy within 60 days containing (1) the customer's name and account number (2) a description of the alleged billing error including the dollar amount and (3) a statement as to why the customer believes there was a billing error. Bourne's Energy will acknowledge the receipt of proper notice and will make a determination and respond within 90 days. This form may be reproduced and that copy shall be as effective as the original consent I(we) have signed. This application is for Fuel Delivery, Service or AutoFuel accounts. It does not constitute a pricing contract.
- The customer agrees to maintain access for deliveries and service by keeping driveways, walkways, tanks and fill pipes clear of snow, ice, debris, etc. Bourne's Energy is not responsible for any type of damage if they cannot, in their opinion, safely access these areas. Bourne's Energy is not responsible for freeze-ups or broken pipes in occupied or unoccupied homes if these areas cannot be safely accessed and the heating system fails.
- Location of the tank and/or fill pipe must be within 100 feet of where a delivery truck can safely park in all seasons.
- Automatic fill does not guarantee that you will never run out of fuel if unreported changes are made in usage patterns. It is the customer's responsibility to report any usage changes so that Bourne's Energy can reevaluate the delivery schedule.
- Oil tanks must be to code. Applicants with outside oil tanks that are not buried will be delivered Arctic Blend during the winter months.
- Lost or stolen AutoFuel Account card/keys must be reported immediately so they can be deactivated. A charge may apply to replace these card/keys. AutoFuel accounts must remain within established credit terms to avoid deactivation of any card/keys tied to the account. All AutoFuel customers must receive proper training prior to accessing the system. AutoFuel card/keys may not be used by anyone who has not received proper training.
- All Will Call deliveries must meet minimum gallon requirements as specified by the company. A minimum two (2) Business Day notice prior to the customer's scheduled day and area is required



for all customer requested deliveries. Additional charges will apply for off schedule and afterhours deliveries, as well as for deliveries scheduled without proper notice.

- All tenants having credit extended to them are required to pay a deposit.
- Notwithstanding any contrary provision of law, Bourne's Energy may bring an action against a customer for breach of the terms of this agreement. The customer shall be liable for collection costs, attorney's fees and any additional costs associated with the enforcement of this agreement.
- Bourne's Energy reserves the right to extend the deadline for payments, accept late or partial payments, and otherwise delay the enforcement of this agreement without waiving those rights.
- Termination of the account and any changes to delivery status must be made in writing by the customer.
- In the event that any provision of this agreement is held to be invalid or unenforceable, that holding shall not affect the validity or enforceability of any of the remaining terms of this agreement.
- The Federal Equal Opportunity Credit Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age: because all or part of the applicant's income is derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is The Federal Trade Commission, Equal Credit Opportunity: Washington, DC 20580.
- **. By signing, I(We) agree to the terms and conditions of this agreement.**