

C. HOFFBERGER/EASTERN PETROLEUM

Nobody Serves You Better

1400 Ceddox Street
Baltimore, Maryland 21226
Office: 410-355-0665
Fax: 410-355-5766

Credit Application

Date: _____

Line Of Credit Request: \$ _____

Company Name & Mailing Address:

Ship to Address Only:

Company Name

Street

City, State & Zip

Main Office Address (If Different From Above)

Street

City, State & Zip

Street

City, State & Zip

Home Address (If Applicable)

Street

City, State & Zip

Organization: Corporation Proprietorship Partnership Other (type): _____

Name Of Partner Officer Owner: _____

Federal ID Number: _____

Social Security Number: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Other Number: _____

Credit Bank Reference:

Name & Address of Bank:

Account Number: _____

Bank Name

Contact

City, State & Zip

Telephone Number / Fax Number

Trade Reference:

1. Company: _____ Address: _____ Phone: _____
Contact: _____ Fax: _____
2. Company: _____ Address: _____ Phone: _____
Contact: _____ Fax: _____
3. Company: _____ Address: _____ Phone: _____
Contact: _____ Fax: _____
4. Company: _____ Address: _____ Phone: _____
Contact: _____ Fax: _____
5. Company: _____ Address: _____ Phone: _____
Contact: _____ Fax: _____

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Commercial Credit Agreement

1. In this agreement, the words "we", "us" and "our" mean the SELLER. The words "you", "your", and "yours" mean each and every and all BUYERS or CUSTOMERS.
2. Customers represents that it is a commercial user or Seller's product and services and agrees that this contract is for commercial transactions only and hereby waives all right to notice and hearing on application for a prejudgment remedy. As well as provisions of the law applicable to consumer credit transactions and sales.
3. **NON-DELIVERY CONDITIONS:** We will not be responsible for any failure to deliver service or fuel oil due to fuel shortages or scarcity of product, labor and/or equipment. We have the right to cancel or postpone any delivery without any liability whatsoever. We have a right to cancel this contract in our sole discretion.
4. If a customer's credit is deemed unsatisfactory, or in the event of non-payment of any bill due, delivery and service may be automatically suspended with or without notice, and we are released from further responsibility.
5. **HOW TO AVOID FINANCE CHARGES:** If Payment is received in full within 30 days of a transaction, NO FINANCE CHARGE will be assessed to your account.
6. **WHEN A FINANCE CHARGE WILL BE APPLIED:** If payment is not received in full within 30 days of the transaction, a FINANCE CHARGE will be added to your account.
7. **AMOUNT OF THE FINANCE CHARGE:** We figure the finance charge by applying a periodic rate each day on amounts unpaid 30 days or more from the date of charge. The FINANCE CHARGE is calculated at the rate of .0575% per day (1.75% monthly or 21% annually), or the highest interest permitted by law whichever is lower.
8. **COLLECTION COSTS:** If you are in default, we can demand immediate payment of your full outstanding balance. If an attorney or collection agency is hired to collect your outstanding balance, you will be responsible to pay those fees as well as your past due balance. These costs will include Court fees, Sheriff fees, Collection fees and Attorney fees.
9. **IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT:** We can accept late payments, partial payments of 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 or under applicable law.
10. Customer, acting herein or by its duly authorization officer or agent, represents that information submitted in the law application accompanying this Agreement is true and correct, that the Customer, its officer or agent, has full authority to enter into this Agreement and to bind customer to the fulfillment of the terms and conditions of this Agreement which are acknowledged as satisfactory and hereby agreed upon.
11. We may order a credit report in connection with this application and subsequent credit reports in connection with updating, renewing and reviewing the existing or future extensions of credit. Upon your request we will provide the name and address of the credit reporting agency furnishing such report(s) to US.
12. This agreement shall not be binding or enforceable upon Seller until our Credit Department approves of Buyers credit, terms and conditions of their contract.
13. We reserve the right to amend the terms of our sales to you, upon advanced notice. Continued purchase of our products shall be deemed as a consent and agreement to such modified terms and conditions of sale.

Notice to the Buyer:

1. Do not sign this contract before you read it or if it contains any blank space.
2. You are entitled to a completely filled in copy of this agreement.

Signature of Representative

Legal Name of Customer

Authorized Signature of Customer or Its Officer or Agent

Street

Print Name & Title of Person Signing

City, State Zip

Date

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Date: _____

To Whom It May Concern:

This authorizes _____ to release
Information regarding my accounts to C. HOFFBERGER/EASTERN PETROLEUM
Heating Oil Company.

Thank You

Please Complete Items 1, 2 & 3 Listed Below:

1. _____
Print Name of Company Applying For Credit
2. _____
Applicant's Signature
3. _____
Print Name & Title Of Person Signing