

CARDINAL USA FUEL OIL CO.

4985 Lancaster Ave.
Philadelphia, PA 19131-4604
215-879-9522 / 610 -353-2114
215-877-1715 FAX

**Automatic Delivery
Agreement**

CARDINAL USA FUEL OIL CO agrees to delivery heating oil to the address listed below. As part of this agreement, the customer agrees to purchase all his/her oil solely from *Cardinal USA Fuel Oil Co.* Customer also warrants that their oil tank, oil lines, & vent piping are in proper working order and agrees to provide access to oil storage tank for inspection. Customer agrees to keep tank, oil lines, fills, vents & vent alarm in proper working order. In order for a customer to receive delivery he/she must have a completed, approved credit application, or authorize *Cardinal USA Fuel Oil Co.* to make recurring charges to a credit card for all deliveries & services. Customer agrees to pay for all deliveries & services within 10 days from the date of delivery or date of service rendered; failure to remit payment on time may result in late fees & finance charges. Offer is only for residential delivery. Pricing is based on daily market costs of fuel & will fluctuate.

Should you wish to cancel automatic delivery service at any time in the future, you must notify us in writing. Cancellation of delivery service does not satisfy any other obligations owed us. This agreement can be terminated or suspended at the sole discretion of Cardinal USA at any time and without prior notice in the event of, customer's failure to comply with outlined terms, natural disaster, strikes, war, terrorism, poor road conditions, lack of supply due to but not limited to; government regulations, allocation, pricing, unavailability, or any other event beyond our control. Customer agrees to pay any and all taxes or provide applicable exemption certificates prior to being invoiced.

Name

Delivery Address

Home Phone

City State Zip

Work/Cell Phone

E-mail

Tank Size _____

Annual Usage _____

Gallons in Tank Now _____

Tank Location: () Front () Back () Left () Right

Does oil make your hot water?: () Yes or () No

Additional delivery instructions:

I have reviewed the terms & conditions and accept this agreement, I authorize **Cardinal USA Fuel Oil Co.** to fill my fuel oil storage tank and to continue to make deliveries on an automatic degree day/dated delivery basis. I agree to accept the copy of the delivery ticket as proof of delivery with or without a signature. If I decide to cancel automatic delivery at any time in the future, I will notify you in writing at least 10 days prior to the next automated delivery.

Sign:

Date:

Please complete Credit & Billing section on reverse

Name _____

Social Security Number & Date of birth _____

Employer: _____

Employed since: _____

Should you elect to pay by Credit Card please complete the following also:

Card Type: () Visa () MasterCard () American Express () Discover

Cardholder (as shown on card) _____

Credit Card#: _____

Expiration: _____ SecurityCode: _____

Statement of Authorization:

I hereby authorize Cardinal USA Fuel to charge the indicated credit card. I agree that this charge and all recurring charges were made as indicated above. To terminate any recurring charge, I must cancel in writing. I will not dispute Cardinal USA's recurring billing with my credit card issuer so long as the amount in question was for services rendered prior to my canceling my account in the matter required. I understand that cancellation does not satisfy any obligations due Cardinal USA. I guarantee and warrant that I am the legal cardholder for this credit card and that I am legally authorize to enter into a recurring billing agreement with Cardinal USA Fuel.

Signature of Cardholder: _____ Date: _____

YOUR BILLING RIGHTS – TERMS AND CONDITIONS: 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 4985 Lancaster Avenue, Philadelphia PA 19131. In your letter, give us the following information: A) Your name and account number, B) The dollar amount of the suspected error, C) 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 not sure about.

YOUR RIGHTS AND OUR 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 was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can 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 the parts of the bill that are not in question. If we find that we made a mistake on your bill, you will not have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. 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 10 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 anyone 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 don't follow these rules, we can't collect the first \$20.00 of the questioned amount, even if your bill was correct.

1. **PURCHASES:** Fuel deliveries will be made to you at the address shown on this agreement, according to a Weather Controlled Degree-Day Scheduled System. A meter printed delivery ticket will be left or mailed at the above address each time a delivery is made. You agree to accept each delivery ticket, with or without a signature, within 3 days of your invoice delivery/billing date.
2. **MONTHLY STATEMENT:** If you have a balance on your account from the month prior to the current billing period, we will send you a monthly statement. It will show separately your current purchase, your FINANCE CHARGE, your previous and past due balances, and total balance due.
3. **FINANCE CHARGES:** Unless you pay the invoice bill for oil, service or installation work by the end of the month following the month in which you were billed initially, a FINANCE CHARGE will be added to your account. The FINANCE CHARGE will be computed by multiplying the net amount due on all purchases from all transactions prior to the current month by 1 1/2%, which is an ANNUAL PERCENTAGE RATE of 18%.
4. **FEES:** A \$35.00 late fee will be added to all accounts forty (40) days after the date of delivery or service. Budget accounts are given a 10-day grace period. After this 10-day period expires and a \$35.00 late fee will be added to your account. A BAD CHECK CHARGE OF \$20.00 will be made on your account if a check must be re-deposited or is drawn on a closed account. Unredeemed bad checks will subject the maker to immediate criminal police action
5. **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 or creditors. Default means we can demand immediate payment of the full balance. If we refer collection of the balance to a lawyer, you will pay all attorney fees plus court costs, to include statutory interest if applicable.
6. **IRREGULAR PAYMENT AND DELAY IN 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.
7. **AMENDMENT OR CHANGES:** We can change this agreement including FINANCE CHARGES and the 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.
8. **CANCELLATION:** You or we can cancel your account at any time on 10 days written notice. You agree to remain responsible for payment for all purchases made before the 10 day period expires. We also have the right to cancel your account without notice if you fail to make payments on time. An early termination fee may apply to some pricing agreements. Should you enter into an agreement with an early termination fee, you must pay the termination fee as outlined in the pricing agreement. Cancellation of account does not satisfy any other obligations owed.
9. **LIABILITY:** We are not responsible for damage or loss caused by failure to make delivery due to labor shortage, strikes, unavailability, or to conditions beyond our control. In the event of DEFAULT, and we do not deliver oil as a result of DEFAULT, we will not be liable for any damages in either a direct or indirect manner. It is customer's sole responsibility to monitor tank levels at all times, including monitoring any unoccupied homes fuel usage. Company does not claim to prevent tank from running dry and cannot be held liable for any and all damages resulting from tank running dry. Company is responsible for the delivery of product to the receiving pipe or outlet designated by the customer. Customer acknowledges & agrees that company nor its agents or employees are or shall be liable for any or all damages, including remediation from leaks or for the failure of the receiving tank, fill, vent, vent alarm, oil lines, gauge or any other piping or materials. By accepting delivery customer warrants that their tank, lines and all associated piping are in proper working order & up to current Federal & local code. company needs access to tank or oil fill in order to deliver fuel to customer, company is not responsible for any damages while trying to deliver to customers tank or fill & vent

Everything I stated on this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and answer questions about credit experiences with me. I have read & agreed to the credit terms and conditions on both sides of this agreement. Notice: The Federal Equal Credit Opportunity Act Prohibits creditors from discriminating credit applicants on the basis of age, race, sex or marital status. The federal agency which administers compliance with this law is the Federal Trade Commission, Washington, D.C.