



P.O. Box 149, Phillipsburg, NJ 08865
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Serving Residential, Commercial and Industrial Accounts
Fuel Oil, Kerosene, Gasoline, On-Road and Dyed Diesel Fuels
Heating, Air Conditioning, Services and Installations

CREDIT APPLICATION

CORPORATE/COMPANY ACCOUNT INFORMATION

Acquisition Date: _____
 Account #: _____ Salesperson: _____
 Company Name: _____ E.I.N. #: _____
 Delivery Address: _____
 City: _____ State: _____ Zip: _____ Phone (___) _____
 Contact at Location: _____ # of Years in Business: _____
 Billing Company: _____ Address (ST1): _____
 (ST2): _____ City: _____ State: _____ Zip: _____
 Billing Contact: _____ Phone: (___) _____ Email: _____
 Previous Supplier: _____
 Approximate Annual Fuel Usage: _____
 Tax Exemptions (PROPER CERTIFICATION REQUIRED): Sales Tax Other Taxes: _____

OFFICERS, PARTNERS OR OWNERS (SOLE PROPRIETORS AND PARTNERSHIPS MUST SUPPLY D.O.B. AND SOC SEC #)

Name: _____ Title: _____ D.O.B.: _____ Soc Sec #: _____
 Home Residence: _____ Phone: (___) _____ Email: _____
 Name: _____ Title: _____ D.O.B.: _____ Soc Sec #: _____
 Home Residence: _____ Phone: (___) _____ Email: _____
 Name: _____ Title: _____ D.O.B.: _____ Soc Sec #: _____
 Home Residence: _____ Phone: (___) _____ Email: _____

BANK/TRADE REFERENCES

Bank: _____ Address: _____
 Phone: (___) _____ Email: _____ Acct.#: _____
 Trade Reference: _____ Address: _____
 Phone: (___) _____ Email: _____
 Trade Reference: _____ Address: _____
 Phone: (___) _____ Email: _____

DELIVERY INFORMATION

Product(s): _____ Heat Hot Water Delivery Type: Automatic Dated Will Call
 No. of Tanks: _____ (PLEASE SUBMIT TANK REGISTRATION, IF REQUIRED) Tank Size(s): _____ Vent Alarm: Yes No
 Fill Location: _____
 Delivery Instructions: _____
 Amount of Fuel in Tank(s): _____ K Factor of Last DD: _____
 Remarks: _____
 Signature: _____ Date: _____
 Printed Name: _____ Title: _____

CREDIT AGREEMENT

- Delivery** – Product will be delivered subject to availability at an established price determined on the date of delivery. Deliveries will be made to you at the address shown on this agreement on an automatic delivery basis according to an automatic degree day system, unless otherwise requested OR our credit department has notified you that your account is now on a “will call” basis. If your account is established as a “will call” delivery type, then we require 24 hour notice to arrange for a delivery.
- Payment** - A metered ticket will be left or mailed to you after each delivery. The ticket will show the number of gallons delivered. A few days after delivery you will receive a price extended invoice which is to be paid within thirty (30) days. If other payment terms are required by our credit department you will be notified by them through written notification, email or telephone. The invoice shall serve as conclusive evidence of the quantity and price of product delivered, absent of manifest error. If you are on the budget plan then the invoice will indicate that you are to pay only your budget payment and the invoice should be retained for your records. If you maintain a service contract with us or if you require chargeable service calls for repairs or maintenance these will be billed to your account and require the same method of payment as your deliveries which are established by our credit department.
- Statement** - If you have a past due balance on your account we will send you a statement which will show the past due amount as well as your current months’ purchases, the **FINANCE CHARGE**, and the time of which payment should be made.
- Finance Charges** - On balances of thirty (30) days or more we will compute a finance charge at the rate listed: one and one half percent (1 1/2%) per month (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 on the full balance. If we refer collection of the balance to a lawyer, you will pay the total balance of attorney and collection fees plus court costs and any other costs incurred to collect this debt.
- Irregular Payment and Delay in Enforcement** - We can accept later payments, or checks and money orders marked “payment in full” without losing any of our rights under this agreement. We can also delay enforcing our rights under this agreement without losing our rights as established under this agreement.
- Amendment or Changes** - We can change this agreement including the **FINANCE CHARGE** and the **ANNUAL PERCENTAGE RATE**, at any time, provided we give you at least thirty (30) days’ notice before the beginning of the other billing period in which the change becomes effective.
- Cancellation** - We or you can cancel your account at any time on thirty (30) days’ written notice to the billing address as shown. You agree to remain responsible for payment of all deliveries or services made before the thirty (30) days’ period expires. We also have the right to cancel your account without 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 product as a result of **DEFAULT**, we will not be liable for any damages in either direct or indirect manner.
- Tenant Policy** - It is company policy to require a deposit be held in a non-interest bearing account until such time that the account is terminated. Once service is terminated, the deposit will be refunded or applied to any outstanding balance remaining on the account.

THE FEDERAL TRUTH IN LENDING ACT REQUIRES PROMPT CORRECTION OF BILLING

- If you want to preserve your rights under the Act, here’s 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 sheet of paper, write (you may telephone your inquiry but doing so will not preserve your rights under this 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 receipt. Do not send in your copy of the receipt or other documents unless you have a duplicate 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 sixty (60) days after the bill was mailed to you.
- We must acknowledge all letters pointing out possible errors within thirty (30) days of receipt, unless we are able to correct your bill during those thirty (30) days. Within ninety (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, we nor any 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 future charges. 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 is 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 ten (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 think 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 subsequent 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 to 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 these rights.
 - 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.

BY SUBMISSION OF THIS CREDIT APPLICATION, I, THE UNDERSIGNED, GRANTS PERMISSION TO COOPER’S OIL COMPANY TO VERIFY THE INFORMATION CONTAINED IN THIS CREDIT APPLICATION INCLUDING AUTHORIZATION TO OBTAIN A CREDIT REPORT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

Payer’s Signature: _____ Date: _____

Printed Name: _____ Title: _____