

TERMS AND CONDITIONS

FOR VALUE RECEIVED AND IN CONSIDERATION OF THE EXTENSION OF CREDIT FOR FUEL DELIVERY AND SERVICE WORK FROM BROTHERS OIL COMPANY, INC., BUYER HEREBY AGREES TO THE FOLLOWING:

1. PAYMENT IS DUE WITHIN TEN (10) CALENDER DAYS OF DELIVERY OR SERVICE, AFTER WHICH FUEL DELIVERY BILLS WILL BE ASSESSED A 10 CENT (\$0.10) PER GALLON LATE PAYMENT FEE AND BILLS FOR ANY SERVICE WORK INCLUDING HEATING SYSTEM AND TANK INSTALLATIONS WILL BE ASSESSED A TEN PERCENT (10%) LATE PAYMENT FEE.
2. SHOULD BUYER FAIL TO PAY WITHIN TEN (10) CALENDER DAYS OF DELIVERY OR SERVICE AND COLLECTION BECOMES NECESSARY, BUYER SHALL BE RESPONSIBLE FOR ANY AND ALL COLLECTION FEES AND/OR COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, MARSHAL FEES AND/OR COURT FEES.
3. ANY BALANCE PAST DUE IN EXCESS OF THIRTY (30) DAYS WILL BE ASSESSED A MONTHLY FINANCE CHARGE EQUAL TO THE MAXIMUM ALLOWABLE INTEREST RATE.
4. BROTHERS OIL COMPANY, INC. HAS SOLE DISCRETION TO APPLY PAYMENTS RECEIVED FROM BUYER IN ANY MANNER TO BUYER'S ACCOUNT THAT BROTHERS OIL COMPANY, INC. DEEMS PROPER.
5. NO ADDITIONAL FUEL DELIVERIES OR SERVICE WORK WILL BE PERFORMED WHILE AN ACCOUNT HAS A PAST DUE BALANCE.
6. BROTHERS OIL COMPANY, INC. WILL NOT BE RESPONSIBLE FOR "RUN-OUTS" WHEN A BALANCE REMAINS DUE. BROTHERS OIL COMPANY, INC. SHALL NOT BE RESPONSIBLE FOR DAMAGES OR LOSSES SUSTAINED BY BUYER FROM LATE FUEL DELIVERIES OR SERVICE WORK. IN NO EVENT, SHALL BROTHERS OIL COMPANY, INC. BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL, SPECIAL, LIQUIDATED OR INCIDENTAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR DELAY.
7. FOR THE DURATION THAT BUYER IS ENROLLED IN AUTOMATIC DELIVERY, BROTHERS OIL COMPANY, INC. IS TO BE THE SOLE PROVIDER OF FUEL OIL FOR THE SERVICE ADDRESS REFERENCED IN THIS APPLICATION AND FOR ANY OTHER PROPERTIES IN WHICH BUYERS HAS ENROLLED IN AUTOMATIC DELIVERY. NOTIFICATION TO TERMINATE AUTOMATIC DELIVERY MUST BE PROVIDED BY BUYER TO BROTHERS OIL COMPANY, INC. IN WRITING OR IN PERSON.
8. ADDITIONS AND/OR CHANGES TO LATE PAYMENT CHARGES AND POLICY MAY BE MADE AT ANY TIME WITHOUT WRITTEN NOTICE.
9. ALL INFORMATION CONTAINED WITHIN THIS APPLICATION AND ANY SUBSEQUENT ACCOUNT INFORMATION WILL NOT BE DISSEMINATED BY BROTHERS OIL COMPANY, INC. TO ANY THIRD PARTY WITHOUT BUYER'S APPROVAL, EXCEPT IN THE EVENT THAT COLLECTION OF PAST DUE BALANCES BECOMES NECESSARY.
10. BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO NOTICE AND/OR HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES AND ANY OTHER STATUTORY OR CONSTITUTIONAL RIGHT TO NOTICE OR HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT OR ANY OTHER PREJUDGMENT REMEDY PROCEDURES UNDER THE CONNECTICUT GENERAL STATUTES.
11. BUYER AUTHORIZES BROTHERS OIL COMPANY, INC. TO INVESTIGATE BUYER'S CREDIT HISTORY, TO REQUEST AND RECEIVE CREDIT AND FINANCIAL INFORMATION ON BUYER FROM CREDIT REPORTING SERVICES, SUPPLIERS, AND FINANCIAL INSTITUTIONS. IF BROTHERS OIL COMPANY, INC. BECOMES AWARE OF DAMAGING OR UNFAVORABLE CREDIT INFORMATION OF BUYER, BROTHERS OIL COMPANY, INC. RESERVES THE RIGHT TO SUSPEND CREDIT UNTIL BROTHERS OIL COMPANY, INC. BECOMES SATISFIED THAT THE BASIS FOR AN ONGOING CREDIT RELATIONSHIP IS SOUND.
12. BROTHERS OIL COMPANY, INC. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR PURPOSE, UNLESS SPECIFICALLY GRANTED BY BROTHERS OIL COMPANY, INC.
13. THIS CREDIT AGREEMENT REPRESENTS THE COMPLETE AND INTEGRATED UNDERSTANDING OF THE PARTIES HERETO AS TO THE MATTERS CONTAINED HERIN AND SUPERCEDES ANY AND ALL AGREEMENTS REACHED BY THE PARTIES PRIOR TO THE EXECUTION OF THIS CREDIT AGREEMENT, WHETHER WRITTEN OR ORAL, AS TO SUCH MATTERS.
14. ANY WAIVER BY BROTHERS OIL COMPANY, INC. OF ANY TERMS OR CONDITIONS OF THIS CREDIT AGREEMENT OR WAIVER OF ANY BREACH THEREOF SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OTHER TERM, CONDITION OR BREACH OF THIS CREDIT AGREEMENT.
15. THIS CREDIT AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT AND ANY LEGAL PROCEEDING ARISING OUT OF THIS CREDIT AGREEMENT SHALL BE BROUGHT IN THE CONNECTICUT SUPERIOR COURT, JUDICIAL DISTRICT OF HARTFORD OR ANY OTHER STATE COURT OF COMPETENT JURISDICTION WITHIN SAID JUDICIAL DISTRICT FOR HEARING IN THE SAME.

BROTHERS OIL COMPANY, INC.
486 SCHOOL ST, EAST HARTFORD, CT 06108
PH:(860)289-9468 FAX: (860)289-0851
WWW.BROTHERSOIL.COM

RESIDENTIAL CREDIT APPLICATION

OFFICE USE ONLY	
CUST ACT #:	
APPROVE BY:	

LAST NAME	FIRST NAME	M.I.
	EMPLOYER>	
SOCIAL SEC. #	EMPLOYER ADDRESS>	
YRS EMPLOYED>	EMPLOYER PHONE>	EXT>

Service Address:

STREET	FLOOR	TOWN	ZIP
	OWN?>	OR RENT?>	IF OWNED>
YRS. AT ADDRESS	BANK HOLDING MORTGAGE		
BANK ADDRESS			

Billing Address:

(If different)

STREET	CITY	ZIP
PREVIOUS FUEL/SERVICE COMPANY>	APPROX DATE SERVICE WAS DISCONTINUED>	

Contact Information:

HOME PHONE>	
WORK PHONE>	EMAIL ADDRESS
CELL PHONE>	
SPOUSE'S NAME/OTHER RESIDING ADULT SHARING RESPONSIBILITY	SPOUSE/OTHER'S WORK PHONE #
SPOUSE/OTHER'S PLACE OF EMPLOYMENT	

SERVICE:

Automatic Delivery?(circle)>	YES or NO	220	275	OTHER/# OF TANKS>		TANK LOCATION>	BASEMENT	UNDER-GROUND	OUTSIDE
or I will call When I Need Oil(circle)>	YES or NO	250	330	Most basement oil tanks are 275 gals, 27"w x 44"h x 60"L		Current Gauge Reading Of Storage Tank(s)?>			
Use Oil to Make Hot Water?(circle)>	YES or NO	550	1000						

We recommend Automatic Delivery- we will monitor your rate of consumption and deliver automatically when you need fuel, lessening your burden of monitoring your tank gauge and usage. We charge less per gallon for customers on automatic delivery.

Buyer agrees that this Credit Application and any and all fuel deliveries and service work by Brothers Oil Company, Inc. to Buyer shall be governed by the Terms and Conditions attached hereto (reverse side) which are incorporated by reference herein.

I/we, the undersigned, understand that if credit is approved, terms for payment are net ten (10) days, or terms otherwise established and contained within this credit application. I/we understand that Brothers Oil Company, Inc. will not be responsible for "run outs" when an overdue balance remains unpaid. I/we understand that Brothers Oil Company, Inc. is to be the sole provider of fuel oil to the named properties for the duration of time that the properties are enrolled in automatic delivery(IF APPLICABLE) with us, until Brothers Oil Company, Inc. is notified in writing to cease our participation in automatic delivery.

Signature	Date
Signature	Date

BUYER SWEARS THAT ALL THE INFORMATION PROVIDED WITHIN THIS CREDIT APPLICATION IS TRUE. BUYER SWEARS THAT IT IS NOT PRESENTLY BEING SUED AND DOES NOT HAVE ANY FINANCIAL JUDGEMENTS OR WAGE GARNISHMENTS AGAINST IT.