



PLEASE READ CAREFULLY

- Failure to comply with these terms and conditions will result in cancellation of credit privileges without further notice.
- A cash deposit, credit card, or EFT authorization may be requested on incoming work if credit terms are not approved. When a credit card is given as security for obtaining a line of credit or as method of payment with Samson Fuel & Trucking, customer agrees that the cash deposit, credit card, or EFT authorization will be used in the event that the account becomes overdue. A courtesy call will be made to the client informing them that Samson Fuel & Trucking will be processing all past due balances to the cash deposit, credit card, or bank draft authorization.
- All disputes on billing must be reported within 5 business days of receipt of invoice.
- Any account payments or unapplied cash/credit notes will first be used to offset interest on the account and then will be applied to the oldest invoice(s).
- Applicant agrees to bear all reasonable costs incurred by Samson Fuel & Trucking in collecting any unpaid amounts including but not limited to collection legal fees, as stated about, and court costs.
- Applicant understands and agrees to Samson Fuel & Trucking's applicable standard terms and conditions as provided.
- The information given in this application/agreement is warranted to be true and correct and given for the purpose of obtaining credit from Samson Fuel & Trucking.

A. Payment Date: IF CREDIT APPROVED: Samson Fuel & Trucking bills will be paid within 30 days of the invoice date to avoid a FINANCE CHARGE. PAYMENT FOR NON CREDIT APPROVED ACCOUNTS is due BEFORE deliveries or service calls will be made to the customer.

B. Default: If I do not pay my OPEN ACCOUNT total due within the time specified:

1. A FINANCE CHARGE may be computed on the unpaid Average Daily Balance. I will pay a FINANCE CHARGE determined by multiplying the Average Daily Balance by the appropriate periodic rate of 1.5% per month.
2. A SHUT-OFF of my gas supply may occur.
3. A SPECIAL TRIP CHARGE will be incurred for run-outs or turning my gas service back on.
(Automatic customers)

4. A deposit or COD may be required.

I further agree that if I do not abide by the terms and conditions of this agreement I:

5. Waive any claim for loss, damage or injury which may result.

6. Will pay reasonable legal fees and collection costs incurred by Samson Fuel & Trucking to retrieve its property or collect overdue payments.

C. Equipment: I understand that the tanks (gas or diesel skid tanks), regulators, blocks and other special equipment are the property of Samson Fuel & Trucking and TITLE TO THAT EQUIPMENT remains with Samson Fuel & Trucking. While I am using that equipment I agree that:

1. I will not tamper with or move this equipment.

2. I will not allow anyone else to service, put gas in or use the equipment.

3. I will notify Samson Fuel & Trucking when any appliances connected to this service are added, removed or replaced.

4. Samson Fuel & Trucking has reasonable access to its equipment for service, maintenance or removal.

D. Delivery Provisions: I understand that Samson Fuel & Trucking will make every attempt to maintain a dependable supply of diesel, gas and/ or oil, however Samson Fuel & Trucking makes no warranties, nor assumes any liability for consequences if the system runs out of diesel, gas or oil.

1. I agree to maintain access to the propane tanks and oil fill in such manner to avoid undue risk, damage or injury to Samson Fuel & Trucking employees and equipment. Driveways and areas around the tank must be clear of snow and obstacles for delivery to be made.

2. I understand that if an off route delivery is made because I have not met the terms and conditions of this agreement, I will pay a special trip charge in effect at the time of the off route delivery.

E. Term: Service is terminable at will by either the customer or Samson Fuel & Trucking. Termination shall occur when Samson Fuel & Trucking removes its equipment from your premises and all balance owing are paid.

F. Dishonored Check: If any check of the customer is dishonored, the customer shall pay the company a dishonored check fee of twenty-five dollars.

Dishonored Credit Card: If any credit card is dishonored upon our attempt to apply charges AFTER deliveries or service is charged to the customer's Samson Fuel & Trucking acct, the customer shall pay the company a dishonored credit card fee of twenty-five dollars. (\$25.00.)

FUEL

Automatic customers must be credit approved.

Automatic delivery continues year round as degree days and usage deem necessary. Any changes to the automatic delivery schedule must be initiated by the customer.

Will Call customers must give 2 business days notification for delivery. If you must have a delivery before the two day time limit, an off route charge may apply.

COD payments are due prior to or upon delivery. Samson Fuel & Trucking drivers pick up payments only in emergency situations. Samson Fuel & Trucking reserves the right to charge a \$10.00 fee for doing so.

Please read carefully before signing

The undersigned requests that an account be opened for the undersigned and in connection there with authorizes Samson Fuel & Trucking to receive and exchange information, and to investigate the references and other data collected pertaining to credit responsibility of the undersigned.

The undersigned has read and agrees to the above terms and conditions of any type of account with Samson Fuel & Trucking. Said terms and conditions apply to any and all charges applied to the undersigned's Samson Fuel & Trucking account.

PROMISSORY NOTE

In order to induce Samson Fuel & Trucking to extend credit, the undersigned agrees to personally guarantee and warrant the prompt payment when due of every claim now or hereafter owing by debtor, as well as any collection costs including attorney fees and interest of 1.5% per month starting 30 days from time of sale. Any delinquent accounts turned over to an outside collection agency will be charged a \$50.00 handling fee.

THANK YOU FOR CHOOSING SAMSON FUEL!