

ALLEN'S OIL & PROPANE INC.

ESTABLISHED 1919

MAIN OFFICE:
427 N. Main Street, Vincentown, NJ 08088
609-859-2334 • Fax 609-859-1876

849 S. White Horse Pike, Hammonton, NJ 08037
609-561-7714 • Fax 609-561-5668

RETAIL CREDIT AGREEMENT

In this retail credit agreement ("agreement"), the words "you" and "your" refer to each person who signs an application for or benefits from the use of Allen's Oil and Propane, Inc. finance account ("account"), the terms of which are set forth in this agreement. The words "we", "us", and "our" refer to Allen's Oil and Propane, Inc., 427 North Main Street, Vincentown, New Jersey 08088 and any other person to whom this agreement and/or the account may be assigned.

1. **Promise to pay:** In return for extended credit to you on this account from time to time, you agree to pay us at the address shown on your monthly billing statement for all goods and services you charge to this account, plus any finance charge and other charges set forth below according to the terms of this agreement. If this a joint account each of you will be responsible for paying all charges incurred by either of you or anyone either of you permit to use this account.
2. **When effective:** Your signature on the application for this account or on any sales receipt, or use of this account, is your consent to the terms of this agreement with Allen's Oil and Propane, Inc. and acknowledgement of delivery of a copy of this agreement to you. Therefore before you sign the application you should read this entire agreement, which includes the cost of credit disclosure as required by federal law. The information you provide on the application that identifies you constitutes a part of this agreement incorporated herein by reference. This agreement will not be effective until we approve your application, and then, after that only if you or someone authorized by you charge a purchase to this account.
3. **Grace period/cost of credit:** No finance charge will be imposed in any monthly billing period (A) in which there is no balance at the beginning of the billing period (the "previous balance" shown on your statement), or (B) in which payments received and credits issued within 30 days after the closing date shown on your statement equal or exceed the balance at the beginning of the billing period. If we do not receive the full amount due (the "new balance" shown on your statement) within 30 days after the closing date shown on your statement we will impose a finance charge determined by applying a monthly periodic rate of 1.5 percent (ANNUAL PERCENTAGE RATE 18 PERCENT). A minimum finance charge of 50 cents will be imposed in any billing period in which the finance charge resulting from the application of the above-stated monthly periodic rate is less than 50 cents.
4. **Method of computing finance charge:** We calculate the finance charge on your account by applying the above-stated periodic rate to the "average daily balance" of your account (including current transactions). To get the average daily balance we take the beginning balance of your account each day, add any new purchases, subtract any payments or credits, any unpaid finance charge, and any unpaid late fee. This gives us the daily balance. Then we add up all the daily balances for the billing period and divide the total number by the days in the billing period. This gives us the average daily balance.
5. **Minimum monthly payment:** You agree to pay us at least a minimum monthly payment set forth on your statement each month, which we figure as follows. If your new balance is less than \$10.00, the entire new balance will be due. If your new balance is greater than \$10.00, the minimum monthly payment will be 5 percent of the new balance rounded down to the nearest dollar amount, but at least \$10.00. Your minimum monthly payment will include any past-due amount. All payments processed by us will be applied first to any unpaid finance charges, then to any unpaid late fees or returned check charges, then to the outstanding principal. You may at any time pay more than the minimum monthly payment or the new balance. If you pay more than the minimum monthly payment, but less than the new balance you will still be required to pay the minimum monthly payment due as shown on future statements.
6. **Disputed amounts and legal notices:** All communications concerning disputed amounts, including any check or other payment interest sent to us in an amount less than the full amount due that is marked "Paid in full", that is tendered with other conditions or limitations, or is otherwise tendered as full satisfaction of the disputed amount, must be sent to us at the address for billing inquiries shown on the statement. For important information regarding your right to dispute billing errors under federal law see the Notice that accompanies your copy of this agreement. All notices relating to legal actions including bankruptcy notices must be sent to us at Allen's Oil and Propane, Inc., 427 North Main Street, Vincentown, New Jersey 08088. Legal notices sent to any other addresses will not satisfy the legal requirement that you provide us with notice.
7. **No waiver by us:** We reserve the right to delay or refrain from enforcing any of our rights under this agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.
8. **Returned check fee:** If any check, instrument or electronic authorization used to pay the amount you owe under this agreement is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored, we may charge you a returned check fee of \$25.00. You agree that we may add this fee to the outstanding balance on your account.
9. **Default/collection costs:** You will be in default if you fail to pay any minimum monthly payment when it is due, if you breach any other promise or obligation under this agreement, or if you file for bankruptcy, you will not be in default until you fail to make a minimum monthly payment on two occasions within a 12-month period. In the event of default, subject to any other right you may have under New Jersey state law to receive notice of default and to cure such default, we demand that you pay the entire unpaid balance due. If our collection claim is prosecuted by our non-attorney employee you agree to pay a collection fee of \$100.00 plus court costs. If the matter is referred to an attorney who is a non-salaried employee of Allen's you agree to pay our reasonable attorneys fees plus court costs.
10. **Canceling or limiting your credit:** We have the right at any time to limit or terminate the use of your account without giving you notice in advance. We may increase or decrease your credit limit from time to time as we deem appropriate. You may end this agreement for any reason but if you do, you agree to pay the total balance due under the current terms of your account.

11. Credit investigation: You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this account and subsequently in connection with a purchase, reviewing the account, or collecting the account. Upon your request we will tell you whether or not a credit report was requested and the name and address of any consumer credit reporting agency that furnished the report. You authorize us to make direct inquiries of business where you have accounts, where you work and financial institutions where you bank. You also authorize us to report your performance under this agreement to credit bureaus and others who may properly receive such information.

12. Telephone monitoring and recording: In order to assure that you receive the best possible customer service, and that our employees are complying with our policies and all applicable laws in their contacts with you, on occasion, we may record your call or we may have a second employee listening to customer calls. You authorize us to contact you by telephone for telephone marketing and any other lawful purpose.

13. Change of address and governing law: You agree to notify us promptly if you move. Until we receive notice of your new address, we will continue to send monthly statements and other notices to the address we have on file for your account. This agreement is governed by federal law and the law of the State of New Jersey. If you move to a new state federal law and the law of your new state of residence will apply to the entire balance of your account after we receive notification from you of your new state of residence.

14. Our privacy policy: We collect non-public personal information about you from the following sources: (A) information we receive from you on the application or other forms; (B) information about your transaction with us; and (C) information we receive from consumer reporting agencies. We do not disclose any non-public personal information about you (or about any current or former customer) to anyone, except as permitted by law. We restrict access to non-public personal information about you to those employees who need to know that information in order for us to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

15. Established business relationship: You further agree that you have an established business relationship with us and that we may contact you from time to time regarding your account and products and services that we believe may be of interest to you. You agree that all such contacts are not unsolicited and may be monitored to ensure quality service. Information concerning maximum finance charge rates, returned check fees and late fees will be provided under separate cover.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. NOTICE TO THE BUYER: (1) DO NOT SIGN THIS APPLICATION/CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETAIL CREDIT AGREEMENT.

NOTICE: SEE BELOW FOR IMPORTANT NOTICE REQUIRED BY FEDERAL LAW. YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES UNDER THE FAIR CREDIT BILLING ACT. NOTIFY US IN CASE OF ANY 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 OF PAPER AND MAIL IT TO THE ADDRESS IDENTIFIED ON YOUR MONTHLY BILLING STATEMENT. WRITE US AS SOON AS POSSIBLE. WE MUST HEAR FROM YOU NO LATER THAN 60 DAYS AFTER WE SEND YOU THE FIRST BILL ON WHICH THE ERROR OR PROBLEM APPEARED. YOU CAN TELEPHONE US, BUT DOING SO WILL NOT PRESERVE YOUR RIGHTS. IN YOUR LETTER GIVE US THE FOLLOWING INFORMATION: (1) YOUR NAME AND ACCOUNT NUMBER. (2) THE DOLLAR AMOUNT OF THE SUSPECTED ERROR. (3) 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 YOUR BILL THAT ARE NOT IN QUESTION. IF WE FIND WE MADE A MISTAKE ON YOUR BILL, YOU WILL NOT HAVE TO PAY ANY FINANCE CHARGE RELATED TO ANY QUESTIONED AMOUNT. IF WE DIDN'T MAKE A MISTAKE, YOU MAY HAVE TO PAY FINANCE CHARGES, AND YOU WILL 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 A DATE IT IS DUE. IF YOU FAIL TO PAY THE AMOUNT THAT YOU THINK YOU OWE, WE MAY REPORT YOU AS DELINQUENT. HOWEVER IF OUR EXPLANATION DOES NOT SATISFY YOU AND YOU WRITE US WITHIN TEN DAYS TELLING US THAT YOU STILL REFUSE TO PAY YOU 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 CANNOT COLLECT THE FIRST \$50.00 OF THE QUESTIONED AMOUNT EVEN IF YOUR BILL WAS CORRECT. SPECIAL RULES FOR CREDIT CARD PURCHASE: IF YOU HAVE A PROBLEM WITH THE QUALITY OF THE PROPERTY OR SERVICES THAT YOU PURCHASE WITH A CREDIT CARD, AND YOU HAVE TRIED IN GOOD FAITH TO CORRECT THE PROBLEM WITH US, YOU MAY STILL HAVE THE RIGHT NOT TO PAY THE REMAINING BALANCE DUE ON THE PROPERTY OR SERVICES.

Company Rep: _____
Signature Print Date

Customer: _____
Signature Print Date

Customer: _____
Signature Print Date

NJ DCA Lic/Reg.#13VH00832100
DCA# 1-800-242-5846
Fax equal to original

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