

Mini Gallon Oil Company

Southeastern Fuels, Inc. CREDIT APPLICATION AND PURCHASE AGREEMENT

THIS APPLICATION WILL NOT BE PROCESSED
UNLESS SIGNED AT END OF PAGE 3 OF 3.

Full Name: _____ Phone _____
Address: _____ City _____
Spouse's name: _____

Social Security number ____-____-____ date of birth ____-____-____
Spouse's Soc. Sec. number ____-____-____ date of birth ____-____-____
Fed I D number _____

Home: Own _____ How long _____
Rent _____ How long _____ From whom _____
Address _____
Phone _____

Employed by: _____ How long _____
Previous employment: _____ How long _____
Spouses employer: _____

Home phone number: (____) - ____ - ____
Work phone number: (____) - ____ - ____
Relative's number: (____) - ____ - ____

References:
Bank: _____
Contact person: _____ Phone: _____
Checking (yes/no) _____ acct no _____
Savings (yes/no) _____ acct no _____
Loan(s) (yes/no) _____ acct no _____

Charge accts.: 1) _____
2) _____
3) _____
4) _____

Former oil company _____ cash _____ charge _____
Type oil _____ Tank size _____ Automatic fill _____ Will call _____

If other than street address please give directions: _____

Person to contact about payment _____

What is the amount of credit requested? \$ _____

=====BELOW THIS LINE FOR OFFICE USE ONLY=====

Approved _____ Denied _____ by _____ date _____

Credit amount approved \$ _____

Notes: _____

PURCHASE AGREEMENT

1. In this agreement "Buyer" shall mean the entity represented on the application and/or any affiliated entity purchasing from MGOC. MGOC shall mean Southeastern Fuels, Inc. t/a Mini Gallon Oil Company, a North Carolina Corporation and any affiliated company.

2. "Buyer" represents and warrants that the information provided in this application and agreement is true. This agreement shall become binding upon acceptance by MGOC.

3. Upon acceptance of the terms as indicated by the signature below, MGOC shall sell and "Buyer" shall purchase such quantities of such products and at such prices as MGOC and "Buyer" shall hereafter from time to time agree, orally or in writing. "Buyer" agrees to check the products upon delivery, as well as the price and quantity thereof, to verify that such conform to the agreement of the parties, and to notify MGOC in writing within (3) days of any dispute. MGOC shall use its best efforts to deliver products on the dates requested, but time of delivery is not the essence of this agreement.

4. "Buyer" agrees to pay the purchase price for the products sold pursuant to this agreement in accordance with the credit terms as specified. MGOC price is based on the fact you will pay all invoices within terms PER INVOICE DUE DATE. The account will be considered Past Due and a finance charge will be assessed on

all balances after the due date for amounts not received in the MGOC's offices at Maple, North Carolina, or at such other place as may be designated. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE FINANCE CHARGE OF 1-1/2% PER MONTH WILL BE ASSESSED ON THE UNPAID BALANCE AFTER THE DUE DATE. Should MGOC resort to legal or equitable remedies to enforce the terms of this agreement, "Buyer" agrees to pay ALL reasonable legal and/or other fees as required for collection.

5. MGOC disclaims all warranties, express or implied, relating to the sale of products by MGOC as contemplated by this agreement including the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall MGOC be liable for incidental or consequential damages.

6. MARINE OPERATORS (boat owners, ship owners, etc.). Fuel and/or supplies and services for your vessel(s) are sold with the understanding that the invoice for such constitutes a lien against the vessel(s) until paid. Additionally, it is understood that fuel and/or supplies and services sold by MGOC and intended for marine use shall constitute a lien against the vessel(s) even though the delivery ticket, invoice, or other document representing the sale may not specifically name the vessel(s). Any or all collection expenses are to be attached to the lien against the vessel.

7. MGOC may cancel this agreement without notice.

I, the undersigned, agree to the above terms and conditions, and agree that MGOC may, from time to time, make inquiries as it deems necessary in an effort to establish and maintain credit on my behalf.

Applicant's signature _____ date _____

Co-applicant or spouse's signature _____ date _____

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