

R.E. Hinkley Co., Inc.

8 Lane Ridge Road
PO Box 832
Claremont, NH 03743

Information for setting up an account (Account Application)

603-543-3571
603-542-9771 Fax

Account No. _____

Transfer From Account No. _____



Name: _____ Bill to: _____

Delivery Address: _____ Address: _____

Town, State, Zip: _____ Town, State, Zip: _____

Location Directions: _____ Home Phone: _____

_____ Work Phone: _____

_____ Cell or Emergency Phone: _____

_____ Email: _____

Please list details to help us find where you are located. Indicate location of fill pipe.
For additional drop locations please attach details.

My previous energy supplier: _____

Own Rent As of (date)? _____ Landlord/Caretaker: _____ Phone Number: _____

My Employer is: _____ Social Security #: _____

If paying by Credit Card (MasterCard): No.: _____ Expires: _____ Use this card for all transactions.

Previous Address if less than 2 years: _____

Comments: _____

Account Information*: Regular Budget Security Rental Heating Credit Req

Select product(s) and service(s). These product(s) and service(s) may not be limited to the product(s) and service(s) selected.

Heating Oil for underground/enclosed tanks for temperatures above 20° F.
Delivery Status: Automatic Will Call Heat (no domestic hot water) Hot Water/Heat Annual Usage: _____
Tank Information: Above Ground Underground Tank Size: _____ Empty 1/4 1/2 3/4 Full
Appliance(s): Boiler Furnace Oil Fired Water Heater Other _____
[office use: Rate: _____ Delivery type: _____ Delivery interval: _____].

Propane Gas All propane deliveries are automatic unless the tank is owned by the customer*. Annual Usage: _____
Tank Information: Above Ground Tank Underground Tank Customer Owned Tank* Tank Size(s): _____
Appliance(s): Range/Cooking Dryer Space Heater Boiler Furnace Water Heater Other: _____
[office use: Rate: _____ Delivery type: _____ Delivery interval: _____].

Kerosene for outside tanks.:
Delivery Status: Automatic Will Call Annual Usage: _____
Tank Information: Above Ground Underground Tank Size: _____ Empty 1/4 1/2 3/4 Full
[office use: Rate: _____ Delivery type: _____ Delivery interval: _____].

Service*: Platinum Care Gold Care Silver Care Commercial Service

*Reference attached Service Policy Brochure for these and other services that may be requested, but not limited to.

Motor Fuels: Diesel

THIS IS MY ORDER: I wish to purchase heating fuel, propane gas, and other products and services and I agree to make payment in accordance with R.E. Hinkley Co.'s REGULAR or BUDGET or SECURITY or RENTAL HEATING CREDIT REQUIRED plan. I would also like any other services that I may need subject to your acceptance.

Yes I do **No** I do not currently have any outstanding judgment or filed for bankruptcy, had a debt adjustment plan confirmed under Chapter 13, had property foreclosed upon or repossessed in the last 7 years or a party to a lawsuit. If yes, attach details.

(1) Do not sign this agreement if any of the spaces intended for the agreed terms are left blank. (2) I am entitled to a copy of this agreement at the time I sign it. (3) I may at any time pay off the full unpaid balance under this agreement. (4) I may cancel a purchase under this agreement if it has been consummated by a party thereto at a place other than the address of seller which may be his main office or branch thereof; provided; I notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following a purchase under this agreement.

BUYER(S) NAME
PRINTED: _____

BUYER(S) SIGNATURE: _____

Date: _____

ACCEPTED FOR THE COMPANY
Credit Manager: _____
Signature Dated: _____
Contact Person: _____ Date: _____

THIS AGREEMENT IS BINDING ON COMPANY ONLY AFTER IT IS ACCEPTED BY AN AUTHORIZED REPRESENTATIVE
NOTE THAT PROVISIONS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE.

SEE REVERSE SIDE FOR IMPORTANT NOTICE. FAX MAY SERVE AS ORIGINAL.

WHITE COPY: Return to Office • CANARY COPY: Customer • PINK COPY: Office

AUTHORIZATION:

I(We) authorize you or your designee to investigate the references and other data furnished by me (us) or any other person pertaining to my (our) credit responsibility. I(We) certify that the information on this application is true and correct and made for the purpose of obtaining credit, and/or opening an account. This information may be used in collection of debts owed by you in the future. Fax may serve as original.

TERMS

The intent of this agreement is to enable Company to make service available to you on an economical basis as described in the Service Policy Brochure and to arrange for payment for heating oil/service or equipment (not covered by PLATINUM CARE , GOLD CARE & SILVER CARE in accordance with Company's Revolving Credit Agreement or PLATINUM CARE , GOLD CARE & SILVER CARE plan. This agreement is subject to acceptance by authorized representative of Company. In the event any work is necessary prior to acceptance it will be billed at Company's standard rates.

PLATINUM CARE , GOLD CARE & SILVER CARE maybe cancelled by either party on 30 days written notice. PLATINUM CARE , GOLD CARE & SILVER CARE will automatically be renewed on a year to year basis unless and until cancelled by either party on 30 days written notice.

If you wish to be billed on a budget basis the Company will estimate your heating oil needs and you will be billed on equal monthly payments. Payments due upon receipt of the budget reminder. The amount of each payment is subject to change of which you will be advised) due to increased usage and/or fluctuations in price. If you are a budget customer and you have also signed up for PLATINUM CARE , GOLD CARE & SILVER CARE, the charge(s) may be added to your budget billing as appropriate. If you pay the budget as agreed no additional charges for this courtesy will be imposed. However, budget customers who do not pay according to terms may, at Company's option, be converted to a Revolving Credit Agreement and thereby become subject to imposition of a Finance Charge.

REVOLVING CREDIT AGREEMENT

Terms - Payment due upon receipt of invoice. To avoid the imposition of FINANCE CHARGES pay the New Balance within 30 days. If the payment is not made the undersigned authorizes the Company to impose a FINANCE CHARGE by applying a periodic rate of 2% PER MONTH (24% PER ANNUM),excluding current purchases.

I/We understand that if I/we do not pay this account in accordance with the stated terms, I/we may become obligated to pay the costs of collection, including reasonable attorney fees, as permitted by law.

New Hampshire Statutes-Notice of Lien for Labor and Materials Title XLI Chapter Section 447:2 Notice is hereby given that R.E. Hinkley Co. does assert a lien against the real estate of the person who is signing said contract and upon which real estate improvements that have been made by R.E. Hinkley Co., by virtue of a contract with an agent, contractor or subcontractor of the owner. This notice is given pursuant to the NH Statutes Title XLI447:5 that a lien may be claimed on material furnished to said property if prior notice is given. Vermont Notice is being given pursuant to 9 V.S.A. #1921 for the last of the materials furnished to said property.

EXCLUSIONS

The Company reserves the right to reject any oil burner unit from coverage. This agreement specifically DOES NOT COVER those specific exclusions as noted in the Service Policy Brochure.

This agreement does not cover burners using over three gallons of oil per hour; nor does it cover damage by water in the cellar of other external causes, or repairs to a burner which has been serviced by other than authorized agents of the Company during the service period. The Company shall not be liable for incidental or consequential damages resulting from its failure to perform its obligation under the Plan and the Company shall not be liable for damage to equipment or to premises not caused by its negligence.

Work performed before acceptance will be billed at our special rate.

The Company may suspend service if the customer fails to make payment pursuant to this agreement or to otherwise perform his obligations as set forth herein. The Company shall not be responsible for damage due to flood, freezing, lack of supplies, loss of heat, fires, or other causes beyond its control similar or dissimilar to the aforementioned.

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 OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

R.E. HINKLEY, Co.
Claremont, NH