

BILTMORE OIL CO., INC.

191 Amboy Rd
Asheville, NC 28806
Phone 828-253-4591
Fax 828-254-7064

CREDIT APPLICATION

This Credit Application and Agreement ("Credit Application") is entered into as of this the ___ day of _____, 20__ by and between Biltmore Oil Co., Inc. ("Biltmore Oil") and the following credit applicant ("Applicant"):

APPLICANT NAME _____ EMAIL: _____

STREET ADDRESS _____

MAILING ADDRESS _____

TELEPHONE _____ CELL _____

BIRTH DATE _____ SOCIAL SECURITY # _____

NEAREST RELATIVE _____

ADDRESS _____ PHONE _____

AUTHORIZATION TO OBTAIN CREDIT REPORT

By execution of this Credit Application, Applicant authorizes Biltmore Oil at any time to make or have made whatever credit investigation Biltmore Oil deems necessary to evaluate Applicant's credit. Applicant understands that such investigation could include, but would not be limited to, contacting the credit references provided, obtaining a credit report or other information from credit reporting agencies, etc. Applicant hereby expressly authorizes Biltmore Oil to obtain credit information from credit bureaus, reporting agencies, and creditors, and to share its credit experience with the same.

TERMS OF CREDIT, IF CREDIT APPLICATION IS APPROVED BY BILTMORE OIL

In submitting this Credit Application, Applicant is applying for credit with Biltmore Oil. Applicant understands that nothing herein obligates Biltmore Oil to approve this Credit Application or extend credit to Applicant and that credit will not be extended unless and until Biltmore Oil approves this Credit Application. Applicant further understands that Biltmore Oil has the right to refuse to extend credit to any individual or entity at any time, or to stop the extension of credit at any time, especially if Applicant does not keep its account with Biltmore Oil current.

Applicant hereby agrees and promises to pay Biltmore Oil for all materials (or services) purchased from Biltmore Oil on open account now or in the future. Payments are due within 30 days of the date of Biltmore Oil's invoice. If Applicant pays within 5 days of delivery it will receive a discount of six cents per gallon off of the invoice. If payments are not made within 30 days of the date of the invoice, the account is considered past due and in default. Once an account is in default it shall accrue finance charges of 1.5% monthly (18% annually) until payment in full is received by Biltmore Oil, and Applicant agrees to pay such finance charges. Purchaser further agrees to pay a fee of \$25.00 for all returned checks. In the event it becomes necessary for Biltmore Oil to engage an attorney or attorneys to assist in the collection of sums owed by Applicant, Applicant shall also be responsible for, and agrees to pay, all costs associated with such collection, as well as reasonable attorney's fees up to 15% of the outstanding balance.

If it is necessary for Biltmore Oil to commence proceedings to collect any amounts Applicant owes under this Credit Application, Applicant consents to be subject to the jurisdiction of the courts of the State of North Carolina and further agrees to venue being situated in Buncombe County, in addition to any other county in which venue would be proper. This Credit Application is governed by the law of the State of North Carolina. Any modification of this Credit Application must be in writing and signed by all parties hereto.

The minimum is 100 to 150 gallons per order depending on where the delivery is located. Any orders under 150 gallons will have a \$10.00 delivery charge. All orders above 150 will not have a delivery charge. If the order is delivered and holds under the gallons required for that area, there will be a \$35.00 fee. After hours and weekend charges are \$45.00 per delivery and 150 gallon minimum. Night and weekend deliveries must be paid for on delivery.

Applicant certifies and confirms that all of the information in this Credit Application is complete and accurate, and by signing below Applicant agrees to all terms and conditions contained herein.

APPLICANT: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____