

Thank you for your business. These terms are applicable to all sales of our quality products unless other agreement in writing is executed by both you, the Customer, and Bradenton Fuel Oil, Inc.. Customer agrees to all terms as evidenced by Customer's signature below. Payment is due in full upon delivery of product. All unpaid balance for product not paid for in full within ten days of delivery accrues interest at 1.5 percent per month from the date of delivery. Customer agrees to pay any and all collection costs incurred to collect unpaid balance including court costs, interest, collection fees and attorney fees. Customer agrees that Bradenton Fuel Oil, Inc. may verify all information supplied by Customer in this agreement and by its signature below and on any other documents required authorizes all banks, businesses, persons provided in this Agreement to furnish and update all information requested by Bradenton Fuel Oil, Inc..

The customer swears under penalty of law that the information supplied by it in this Agreement is true correct, and acknowledges that it is a crime to provide to Bradenton Fuel Oil, Inc. false information to induce it to supply products in accord with this Agreement. The person signing below states he/she is authorized on behalf of Customer to enter into this agreement, that it agrees that all invoices and delivery tickets are deemed true and accurate unless objected to within five (5) calendar days of delivery of the product identified in all invoices and delivery tickets and that Customer executes this Agreement on behalf of any and all of its agents. If Customer wishes to restrict whom it authorizes to accept product from Bradenton Fuel Oil, Inc., it is the obligation of the Customer to supply to Bradenton Fuel Oil, Inc., information sufficient to identify who it authorizes to accept product on Customer's behalf.

The following additional terms apply to this Agreement:
Customer agrees to a ten (10) percent restocking fee for all returns, unless agreed to in writing by Bradenton Fuel Oil, Inc.. Special order items shall be identified by invoice; no returns are authorized for special order items. Delivery tickets, whether signed for or not, constitute sufficient notice of delivery. All of the information and documents supplied by Customer constitute a material inducement to Bradenton Fuel Oil, Inc. to deliver product to Customer under the terms contained in this Agreement.

Signed by Customer on _____ (date).

Signature _____

Printed Name _____

PERSONAL GUARANTY

In order to induce Bradenton Fuel Oil, Inc. to sell and deliver products to _____ (name of customer), and because Customer seeks to purchase fuel products from Bradenton Fuel Oil, Inc. under the terms and conditions identified in it the Agreement above, I, _____ (name of personal guarantor) hereby personally guarantee to pay any and all amounts owed by the above customer to Bradenton Fuel Oil, Inc.. In the event that Bradenton Fuel Oil, Inc. incurs any and all collection costs incurred to collect unpaid balance including court costs, interest, collection fees and attorney fees arising out of non-payment of any balance due to it by _____ (name of Customer), I agree that I am obligated to and will agree to pay such costs and fees, including reasonable attorney fees, whether suit is filed or not.

This Guaranty shall be absolute, continuing, and unlimited, and Bradenton Fuel Oil, Inc. shall not be required to take any proceedings against the Customer or give any notice to the undersigned before Bradenton Fuel Oil, Inc. has the right to demand payment or performance by the undersigned on the Customer's default. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment of the amounts owed by Customer, or by any extension of the payment of any other sums granted by Bradenton Fuel Oil, Inc. to the Customer or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Agreement between Customer or Bradenton Fuel Oil, Inc..

3. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Customer in any receivership, bankruptcy, including Chapter VII, Chapter X, or Chapter XI bankruptcy proceedings or other reorganization proceeding under the Bankruptcy Act, or other proceeding.

5. There shall be no modification of the provisions of this Guaranty unless they are in writing and signed by the Customer, undersigned and Bradenton Fuel Oil, Inc..

6. All of the terms, agreements and conditions of the Guaranty shall be joint and several, and shall extend to and be binding on the undersigned, their heirs, executors, administrators and assigns, and shall to any Assignee of Bradenton Fuel Oil, Inc. IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals on _____ (date).

Guarantor _____ date _____

Print Name _____