

Account Terms and Agreement

1. Swing-Quality Oil & Gas Company and Quality Oil & Gas Company are understood and agreed to be registered trade names of Quality Oil & Gas Company.
2. The customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all sums which may, from time-to-time, be owing to Quality Oil & Gas Company by the customer as a result of this agreement.
3. Customers will receive an invoice, depending on Customer's credit arrangements with Quality Oil & Gas Company, copies of receipts for transactions will not be provided.
4. Customer agrees to pay the full amount due in U. S. Dollars according to the terms indicated on the Quality Oil & Gas Company billing statement by delivery or mail to the address shown on the statement. If this amount is not received by Quality Oil & Gas Company by the due date shown on the statement, the customer and guarantors agree to pay interest on the past due balance at an annual rate of the greater or 18% or the maximum allowed by law, until the balance is paid in full. All payments will be applied to the balances on your account in the manner we determine Applicable agrees to pay, in addition to such interest amounts, all collection fees, attorney fees and court costs incurred by Quality Oil & Gas Company.
5. Notwithstanding any provision in this agreement to the contrary, the total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury law. In the event the total liability for payments of interest and payments deemed interest by applicable law, shall, for any reason whatsoever, result in an effect rate of interest which exceeds the limit imposed by the applicable usury law, all sums in excess of those awfully collectable as interest for the period un question shall, without further agreement or notice by, between, or to any party hereto be deemed to have applied immediately upon receipt of such sums by Quality Oil & Gas Company (and shall be applied), as a credit on the principal due or thereafter arising on Customer's account.
6. Payments received on a regular business day will be credited to customer's account within 5 business days.
7. If Quality Oil & Gas Company must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by Quality Oil & Gas Company, which the parties hereby fix 25% of any balance due, plus court costs. Customer and/or guarantor waive privilege of being sued in their County or City of residence. It is stipulated and agreed that the courts, general district and circuit of the County Of Richmond, North Carolina, shall be an appropriate venue for any actions at law between the parties and especially for any actions to collect sums alleged owing an open account by customer and/or guarantor to Quality Oil & Gas Company, but this shall be non-exclusive and shall not preclude the use of other appropriate venues pursuant to North Carolina law. This provision shall be material to any decision to extend credit to customer based upon this credit application. No notice of acceptance hereof need be given any guarantor. In consideration of changes allowed and to be allowed to the customer, the guarantor hereby personally guarantees payment of all amounts due Quality Oil & Gas Company.
8. Customer must notify Quality Oil & gas Company of any disputed charge(s) within 60 days after the date of the statement or invoice on which such charge(s) first appeared. After 60 days, all charges are considered valid and no adjustments will be made. Notice to Quality Oil & Gas Company of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number, the dollar amount of the disputed charge, the reason customer is disputing the charge, and a copy of the statement or invoice on which the dispute charge appears. Notices should be mailed to the following address: 203 West Broad Avenue, Rockingham NC 28379.
9. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these Account Terms and Conditions, which shall remain in full force and effect.
10. These terms and conditions will be interpreted applying North Carolina law, without regard to the conflict of laws provisions thereof.
11. You promise to make purchases only up to your assigned credit limit. We can increase or decrease your credit limit at any time.
12. You agree to notify us in writing of any changes in your address. In the absence of any written notice from you or a change of address, we will have fulfilled any duty to give you any required notice or statement by sending it to you at the address on our records.
13. We may change the terms of this agreement at any time to the extent permitted by law. The new terms (including finance charge or other charges) will at or option apply to the balance of your account when the new terms become effective and will apply to al purchases made after that date. If notice of the new terms is required by law, we will send the notice to your address shown in our records.
14. To the extent permitted by law, the following fees may be charged to your account as applicable: Returned check fee – If you make a payment with a check and the check is returned unpaid, you agree to pay the returned check fee of \$43.00 (\$25.00 returned check process fee plus \$18 bank service charge).

I have reviewed and agree with the Account Terms and Agreement listed above.

Signature: _____

Date: _____

Signature: _____

Date: _____