



**BIG ISLAND ENERGY COMPANY, LLC. CREDIT SALE CONTRACT (COMMERCIAL)**

This Credit Sale Contract is entered into by Big Island Energy Company, LLC., whose mailing address is 50 Kukila St., Hilo, Hawaii hereinafter referred to as "BIEC" and the person(s) signing this Agreement below as "Guarantor" and/or as "Customer" who is hereinafter referred to as "Customer." This Contract defines the terms for the use of the BIEC Motor Fueling System ("MFS") and payment for fuel purchased through the MFS and the purchase of bulk fuels and lubricants. As used in this Contract, Customer may also be referred to as "I", "you," "me," "Buyer," "we" and "your."

1 **Credit Approval** I (we) consent to and authorize BIEC to obtain and use a consumer credit report relating to me and obtain such reports from time to time as may be required by BIEC in my ongoing credit evaluation by BIEC. The receipt of this Credit Sale Contract signed by you and delivered to BIEC shall not be deemed an approval of the credit requested until and unless it is approved by BIEC. BIEC reserves the right to refuse the extension of credit to any Customer, unless prohibited by law.

2 **Payments** BIEC will send a monthly statement ("Statement") for the purchase of all products. Customer shall pay the total amount shown on the Statement within THIRTY (30) days of the date of the Statement. If any payment is made on the account by check, money order, or other item that is returned unpaid after being sent for collection, a returned a check charge of \$30.00 will be assessed to the account.

**If full payment is not MADE BY the 30TH day from the Statement DATE, you agree to pay a Finance Charge at the rate of one percent (1%) per month. The Annual Percentage Rate of the Finance Charge is TWELVE percent (12%) per annum commencing on the 30TH day after the APPLICABLE statement date.**

3. **Cancellation** BIEC reserves the right to terminate and cancel any accounts that are not paid when due as set forth herein. BIEC further reserves the right to cancel this Contract at any time, for any reason including, but not limited to, violations of the BIEC Fueling System Agreement.

4. **Cost of Collection**. If any sums due to BIEC shall not be paid in the accordance with the terms hereof and the account is placed into the hands of an attorney or collection agency for collection, or if suit is brought hereunder, Customer further promises and agrees to pay, in either case, all costs and fees of prejudgment and post judgment collection efforts by an attorney or collection agency to collect all sums hereunder to the maximum amount allowed by law.

5. **Pin Numbers Lost or Stolen Cards**. I agree to keep my personal identification number(s) (PIN) separate from any cards issued to me, so that if a card is lost or stolen, the PIN will not be available for an unauthorized user. I agree not to write my PIN number(s) on my card. In the event the card is lost or stolen I will notify BIEC immediately at (808) 969-1411 or in person. Notice of a lost or stolen card must be given to a person at BIEC. Leaving a message on an answering device is not notice.

6 **Liability for Payment**. I agree to pay all charges made by me or by any person on any account opened for me by BIEC including those charges that were unauthorized even if my card has been lost or stolen, unless prohibited by law, until I notify BIEC by actually talking to a person at BIEC (or by written notice the receipt of which has been acknowledged by BIEC) of the cards theft or loss **and** the cards or PIN number(s) have been canceled by BIEC.

7. **Liability for Damages**. You will be responsible and liable for all costs, expenses, claims, personal injuries, and damages to the fueling facility and to other customers caused by you or by any person who possesses your card and uses the fueling facility.

**NOTICE TO THE BUYER**

**Do not sign this Contract before you read it. When you sign this Contract, you are entitled to a copy of it, that is filled in, in every necessary respect. You should keep it. This Contract is covered by Hawaii's Credit Sale Law, and you the rights of a Buyer under that Law. You also may have rights under other state and federal laws.**

**CREDIT SALE CONTRACT**

_____	_____	_____
Customer's Signature	Social Security No. (last 4 digits)	Date
_____	_____	_____
Customer Spouse's Signature	Social Security No. (last 4 digits)	Date

*If Customer will be using the BIEC Fueling System card for business, commercial, or agriculture purposes or the Customer is a corporation, limited liability company, limited partnership, general partnership, or limited liability partnership then Hawaii's Credit Sales Law will not apply to this Contract.*

**Personal Guarantee**

For value received, the undersigned Guarantors do hereby jointly and severally and unconditionally guaranty payment of all sums required to be made hereunder by the Customer. If Customer fails to make any payment due to BIEC the Guarantors hereby agree to pay the unpaid outstanding principal balance plus interest and costs accrued on demand. The Guarantors understand and agree that this is a continuing personal guaranty and it shall obligate the Guarantors to pay all future charges made by the Customer. This continuing, unconditional personal guaranty shall be binding upon Guarantor's respective heirs, personal representative, successors and assigns, and shall insure to the benefit of BIEC and their successors and assigns.

_____	_____
Guarantor's Name	Residence Address

_____	_____	_____
Guarantor's Signature	Social Security No. (last 4 digits)	Date

_____	_____
Guarantor's Name	Residence Address

_____	_____	_____
Guarantor's Signature	Social Security No. (last 4 digits)	Date