

New Account Application

For Personal Accounts

Big Island Energy Co. LLC. Last updated: January 23, 2024

Included in this application packet are three forms:

- 1. Personal Account Credit Application
- 2. Card Request Form
 - a. Please complete the form for the amount of cards you would like.
 - b. If you require more cards than the form allows, please contact us.
- 3. Direct Payment Authorization Form (ACH)
 - a. (Optional)
 - i. If you do not want to enroll in the Direct Payment Plan, simply sign at the bottom and leave all the other fields blank.
 - b. You can omit the "Account Name" and "Account Number" fields these will be assigned after the credit application is approved.

Big Island Energy Co. LLC. Personal Account Credit Application

50 Kukila St. Hilo, HI 96720 (808) 969-1411 Fax: (808) 935-8329

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Name	Co-Applicant Name (optional)					
		Referred by:				
Home Phone	Business Phone		Cell Phone			
Email Address (@)		Sign up fo	or Paperless: [] Statements [] Receipts			
Street Address						
City		State	Zip			
Mailing Address (if different from abo	ove)					
City		State	Zip			
Place of Employment	(if salf amployed, places state pature of	Years / months employed				
		it References				
Company	_	ar Loans, Mortgage				
Company						
Name of Institution		g Information				
			at: [] Chaoking [] Sovings [] Prokaraga			
Account #		Type of account	nt: [] Checking [] Savings [] Brokerage			
	Release	of Information				
			and/or brokerage firms to release any and all nts or business dealings I have with the			
Signature		Date				
Print Name						
Office Use						
Credit line required	Approve	ed By	Date			

CREDIT SALE CONTRACT

(Individual)

This is a Credit Sale Contract with Maui Oil Company. Inc., Lanai Oil Company Inc., Big Island Energy Co. LLC and/or GP Energy Company, LLC hereinafter referred to as the "Company" and the person signing this Agreement below who is hereinafter referred to as "Customer." This Contract defines the terms for the use of the Company 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 the Company to obtain and use a consumer credit report relating to me and obtain such reports from time to time as may be required by the Company in my ongoing credit evaluation by the Company. The Company reserves the right to refuse the extension of credit to any customer, unless prohibited by law. The receipt of this Credit Sale Contract signed by you and delivered to the Company shall not be deemed approval of the credit requested until and unless it is approved by the Company reserves the right to refuse the extension of credit to any Customer, unless prohibited by law.
- 2 <u>Payments</u> The Company will send a monthly statement ("Statement") for the purchase of all products. Customer shall pay the total amount shown on the Statement within FIFTEEN (15) days of the date of the Statement. If any payment is returned after being sent for collection, a return charge of \$30.00 will be assessed to the account.

IF FULL PAYMENT IS NOT MADE BY THE 15TH DAY, YOU AGREE TO PAY A FINANCE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH. THE ANNUAL PERCENTAGE RATE OF THE FINANCE CHARGE IS EIGHTEEN PERCENT (18%) PER ANNUM COMMENCING ON THE 16TH DAY AFTER THE APPLICABLE STATEMENT DATE.

- 3. <u>Cancellation</u> the Company reserves the right to terminate and cancel any accounts that are not paid when due as set forth herein. the Company further reserves the right to cancel this Contract at any time, for any reason including, but not limited to, violations of the Company Fueling System Agreement.
- 4. <u>Cost of Collection</u>. If any sums due to the Company 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. <u>Pin Numbers Lost or Stolen Cards</u>. 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 the Company immediately by telephone or in person. Notice of a lost or stolen card must be given to a person at the Company. Leaving a message on an answering device is not notice of a lost or stolen card.
- 6 <u>Liability for Payment</u>. I agree to pay all charges made by me or by any person on any account opened for me by the Company including those charges that were unauthorized, even if my card has been lost or stolen, unless prohibited by law, until I notify the Company by actually talking to a person at the Company (or by written notice the receipt of which has been acknowledged by the Company) of the cards theft or loss **and** the cards or PIN number(s) have been canceled by the Company.
- 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.	Date
Customer Spouse's Signature	Social Security No.	Date

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

Big Island Energy Co. LLC. Personal Account Card Request Form

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Please fill out the below form for each fuel card requested.

Choose any or all of the three available fuel types: Gasoline, Highway Diesel, Dyed Off-road Diesel

An optional Odometer Prompt is also available for your convenience.

The purchase of Dyed Off-road Diesel requires an M-38 form – you can find it online at the <u>State of Hawaii Tax Forms</u>

Pins can be shared across all cards on the account

Card Label / Description will show up on the monthly statement

Fuel Cards Information

#	Card Label / Description (eg: Vehicle, License Plate, etc.)	Requested Pin	Gasoline	Highway Diesel	Dyed Off- road Diesel	DEF Diesel Exhaust Fluid*	Odometer Prompt	Other Information
1								
2								
3								
4								
5								
6								
7								
8								
₽mı	1 CDEE 441	• 1 •1			1. E.			

^{*}The purchase of DEF at the pumps is only available at our Kona Fueling Facility.

Authorized Person on Account

The person who signs below will be authorized to make changes	to cards / pins on the account.
Signature	Date
Print Name	
Phone Number	Email Address



BIG ISLAND ENERGY CO. LLC DIRECT PAYMENT PLAN

Call Us! 808.969.1411

Our **Direct Payment Plan** allows you to have your payment deducted automatically from your checking account.

The Direct Payment Plan will help you in several ways:

- o It saves time--fewer checks to write.
- o Helps meet your commitment in a convenient and timely manner—even if you're on vacation or out of town.
- No lost or misplaced statements, your payment is always on time—it helps maintain your good credit standing.
- o It saves postage.

Your Signature:

- o Timely payments avoid finance charges.
- o Timely payments avoid credit holds.

Here is how the Direct Payment Plan Works

Your monthly statements balance due will be withdrawn from your checking account on the day you choose; either the 10th or 15th of the following month. For example, your January statement balance due will be withdrawn from your account in February, either the 10th or 15th, depending upon your personal choice.

IMPORTANT INFORMATION

ENROLLMENT: Complete and return the AUTHORIZATION FORM below. Please attach a voided check to verify your bank routing/transit and account number. If the form is received by the 25th of the month, your payment will be deducted on the 10th or 15th (your personal choice) of the following month.

PAYMENT WITHDRAWALS: Your monthly statement's balance due will be withdrawn on the day you choose: either the 10th or 15th of the month. In any payment month, if your payment day falls on a weekend or holiday, the payment will be withdrawn on the next business day.

ACCOUNT CHANGES: If you change your bank or bank account, you must submit a new, complete AUTHORIZATION FORM. These or any other changes or cancellations require written notification by the 25th of the month for an effective date of the following month.

STOP PAYMENTS: Stop payment requests should be arranged through your bank.

REJECTED PAYMENTS: A charge of \$30.00 will be assessed for each rejected payment. Any unresolved rejected payment may result in immediate credit hold.

AUTHORIZATION FORM			C to initiate electronic deb G ISLAND ENERGY CO. LL	,
My Big Island Energy Co. LLC accoun	t name is:			
My Big Island Energy Co. LLC account r	number is:			
My phone r	number is:			
My email address for	invoicing:			use email address from credit application
I prefer the following day for my r (choose one; see above information		10th	15th	
I acknowledge that the originati of U. S. law. This auth Financial Instituti Financial Institution City	nority will remain in e	ffect until I have car	ncelled it in writing.	sions
Financial Institution Routing/Transit				
Account Number at Financial I	nstitution:			
Name as it appears on Bank	Account:			

Date: