

Terms & Conditions

Please review the following terms and conditions:

The following CREDIT POLICY is written and adopted to meet Federal and State credit laws. Magoon's Transportation & Energy, Inc. will not discriminate in granting credit on the basis of race, color, religion, national origin, sex, marital status or age; because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

ALL BILLS ARE DUE UPON PRESENTATION: All account balances which are unpaid thirty (30) days after billing date are overdue. Terms are net 30 days.

CREDIT: Credit approval is determined via a signed, completed credit application. Consumer credit reports may be requested for the purposes of evaluating this application and in the future for reviewing account credit limits, for account renewal, for servicing and collection purposes, and for other legitimate purposes associated with the account. Upon review of the application and other credit reports obtained, an approval or denial letter will be sent with notification of the decision on whether to grant credit.

CHECK RE-PRESENTMENT POLICY: Checks returned for non-sufficient funds, will be debited back to the account from which it was drawn for the face amount of the check, plus a returned check processing fee of \$30.00. We use Check Velocity to try to collect our returned checks and they may also bill a fee on their end for processing.

LATE FEE TERMS: All accounts are subject to late fees. Late fees will be added, computed at a periodic rate of 1.5%, which is an annual rate of 18%, calculated for the date of purchases on amounts unpaid 30 days or more.

CHANGE IN TERMS: Magoon's Transportation & Energy, Inc. has the right to change terms of this agreement at any time with appropriate notice as required by law. New terms may apply to balances outstanding at the time the new terms take effect, subject to state law.

COLLECTION COSTS: Collection costs will be added to all accounts that are referred to Maine District Court. Costs may include, but are not limited to: fees paid to the court, law enforcement agencies and/or attorneys. Copies of all collection costs will be provided at the customers request.

TERMINATION OF ACCOUNT: Magoon's Transportation & Energy, Inc. retains the right to cancel or limit use of any customer's account.

AUTOMATIC DELIVERY: Magoon's Transportation & Energy, Inc. will determine automatic delivery based on credit approval and/or credit history. All propane accounts must be on automatic delivery and credit approved. Each customer must maintain access to the property and communicate any changes in consumption.

WILL CALL DELIVERY: A customer may call to request product (s) to be delivered. Magoon's Transportation & Energy, Inc. will deliver the requested product(s) on the next scheduled delivery day without a delivery charge.

DELIVERY CHARGES: A delivery charge of \$75.00 may be applied for an established customer for any delivery requested outside the regular delivery schedule. After hours the deliver fee is \$75.00. A small drop fee of \$20.00 may be billed if a customer orders less than 100 gallons of any of the following products: Kerosene, Fuel Oil (#2), Blend 50/50 mixed.

C.O.D. ACCOUNTS: C.O.D. accounts require payment before or at the time of delivery. A C.O.D. account customer must submit a new credit application to be returned to an "Open Charge" status.

BUDGET ACCOUNTS: A customer with a zero balance and approved credit may request a budget account. Eleven (11) monthly payments are based on twelve (12) month usage. Accounts failing to remit two (2) consecutive payments may be removed from the budget plan, returned to standard pricing, taken off automatic delivery and placed on previous credit status.

Service Contracts: Payment is due within thirty (30) days after the billing date or included with an Equal Payment Plan payment. If payment is not received within thirty (30) days or Equal Payment Plan arrangement made, the contract is immediately cancelled. An Equal Payment Plan is to be paid within three (3) months if approved. See other Terms and Conditions on the contract.