

PURCHASE ORDER

THIS PURCHASE ORDER ("**Purchase Order**") is made as of this ____ day of _____, 200_ by and between **SELF HEATING & COOLING, INC.**, a Pennsylvania corporation ("**Seller**") which is in the business of selling and delivering heating oil to residential and commercial customers and _____ ("**Buyer**") which is in the business of owning and/or managing commercial or multi-family residential properties including the property located at _____ ("**Project**").

1. **Scope.** This Purchase Order shall govern the purchase of all fuel oil ("**Product**") hereafter delivered to the Project by Seller and shall continue in effect until five (5) days after either party gives to the other party a notice of termination in the manner set forth in **Section 6** below.

2. **Price.** The price for Product purchased under this Purchase Order shall be as established by Seller for its customers from time to time.

3. **Payment.** Buyer shall make payment for all Product purchased pursuant to this Purchase Order within fifteen (15) days after being invoiced. Any payment not made when due shall bear interest at the rate of twelve percent (12%) per annum.

4. **Confession of Judgment.** IN ORDER TO EXPEDITE THE SELLER'S COLLECTION OF ANY DELINQUENT PAYMENT, TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY APPOINTS SELLER AS ATTORNEY IN FACT FOR BUYER TO CONFESS JUDGMENT AGAINST BUYER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA FOR ANY UNPAID AMOUNTS HEREUNDER, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING, A COPY OF THIS PURCHASE ORDER VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL ALL PAYMENTS DUE BY BUYER TO SELLER PURSUANT TO THIS PURCHASE ORDER HAVE BEEN PAID IN FULL AND THIS PURCHASE ORDER HAS BEEN TERMINATED.

5. **Collection Charges.** Buyer shall be obligated to pay all expenses of the Seller, including reasonable attorney's fees, incurred in the collection of delinquent payments hereunder by legal proceedings or otherwise.

6. **Notices.** All notices to be given under this Purchase Order shall be in writing and shall be deemed to have been duly given (a) if delivered personally or sent by facsimile, on the date received; (b) if delivered by overnight courier, on the date due to be delivered by such courier; and (c) if mailed, five days after mailing with postage prepaid.

Any such notice should be sent as follows:

To Seller:

219 Keith Valley Road
Horsham, PA 19044-1408

To Buyer:

Any party hereto may change the address to which such notice should be communicated by giving notice pursuant to this Section of such change of address.

7. **Governing Law.** This Purchase Order shall be governed by and subject to the laws of the Commonwealth of Pennsylvania. This Purchase Order shall be binding when executed by the parties and shall be effective as to any Product thereafter delivered to the Project by Seller. The venue for all disputes between the parties including disputes under this Purchase Order shall be Montgomery County, Pennsylvania or such other venue chosen by Seller.

8. **Differing or Conflicting Terms Rejected.** This Purchase Order is the full and final agreement of the parties and no written or oral communication between the parties before the execution of this Purchase Order shall modify or amend this agreement.

9. **Rights Cumulative.** The terms and conditions set forth in this Purchase Order are not intended and shall in no way be construed to limit or restrict Seller's rights and remedies at law or in equity all of which rights and remedies are fully reserved by Seller. Any failure or forbearance by Seller to enforce any of these terms and conditions or any of its rights and remedies at law or in equity shall not constitute a waiver or relinquishment of Seller's rights and remedies under this Purchase Order.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Purchase Order the day and year set forth below.

SELLER:

SELF HEATING & COOLING, INC.,
a Pennsylvania corporation

Dated: _____

By: _____

Attest: _____

BUYER:

Dated: _____

SELF HEATING & COOLING INC.

219 Keith Valley Road

Horsham, PA 19044

Tel:267-803-4840 Fax:267-803-4848

CHARGE ACCOUNT APPLICATION FOR CORPORATION OR COMPANY

NAME OF COMPANY _____

ADDRESS _____

OWN OR RENT BUILDING _____ IF OWNED, UNDER WHAT NAME _____

LANDLORD _____ LEASE EXPIRES _____

BUSINESS PHONE # _____

BUSINESS FAX # _____

HOW LONG IN BUSINESS _____ YEARS TYPE OF BUSINESS _____

EMPLOYER IDENTIFICATION NUMBER _____

BANK NAME _____ PHONE NUMBER _____
ADDRESS _____ ACCT. NO. _____

BANK NAME _____ PHONE NUMBER _____
ADDRESS _____ ACCT. NO. _____

NAME & ADDRESS OF CREDITORS	ACCT. NO.	ORG. AMT.	AMT. UNPAID	MTHLY PMT	PHONE #S
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OFFICERS, PARTNERS OR OWNERS PERSONAL CREDIT INFORMATION

PLEASE
PRINT

_____ Last First Middle Social Security #

Present Address _____
_____ No. St. City State, Zip How Long

Phone # _____ Own or Rent, Landlord _____

Previous Address _____
_____ No. St. City State, Zip How Long

PLEASE
PRINT

_____ Last First Middle Social Security #

Present Address _____
_____ No. St. City State, Zip How Long

Phone # _____ Own or Rent, Landlord _____

Previous Address _____
_____ No. St. City State, Zip How Long

It is agreed that if payment is not received when due and if it is placed with an attorney, or certified collection agency, for collection that the undersigned guarantor(s) will pay to you all costs of collection, including a sum equivalent to one third (1/3) of the amount referred to such attorney or collection agency, which the undersigned guarantor(s) agrees to be just and reasonable, or any other amount which a court having jurisdiction shall determine to be just and reasonable, which shall be immediately added to the amount due. This guarantee may not be altered, modified, terminated, or waived orally, and shall continue in full force and effect until such time as you shall receive from the undersigned written notice of revocation and such revocation shall not in any way relieve the undersigned from liability for any indebtedness incurred prior to the actual receipt by you at your office at ABOVE ADDRESS, of such notice; and signed registry return receipt card shall be the best evidence thereof.

PERSONAL GUARANTY-FOR-CORPORATE ACCOUNTS

PERSONAL GUARANTY FOR VALUE RECEIVED, and in consideration for, and as an inducement for the SELLER to enter into the attached agreement for the supply of fuel oil; service; and parts or equipment; the undersigned personally guarantees the SELLER the full performance and the observance of the covenants, terms, conditions and agreement

Herein provided to be performed by _____
CORPORATE OR COMPANY NAME

Without requiring notice of non-payment, non-performance or non-observance, or proof or notice or demand whereby to charge the undersigned therefore.

A FINANCE CHARGE OF A 1½-% PER MONTH WILL BE COMPUTED ON UNPAID BALANCES OF 30 DAYS OR OVER FROM DATE OF INVOICE. THIS MONTHLY CHARGE CAN RESULT IN AN ANNUAL INTEREST OF 18%.

**PLEASE READ CAREFULLY BEFORE SIGNING
READ BOTH PAGES...LEAVE NO BLANKS
(If not applicable, write N/A. If unknown, write UNK)**

I (We) hereby certify that I (We) have read this form thoroughly on both sides and accept its conditions, and further state that all information supplied by me (us) is true in fact and intent.

Corporation Signs Here

Individual Sign Here

Corporate Name _____

Applicant _____

1st Officer _____

Spouse or
Co-Applicant _____

2nd Officer _____

The above agreement is accepted

By:

This _____ day of _____ 19 _____

Name and Title