

## General Terms and Conditions

Effective date of plan is the date we receive signed copy at our office.

Payment Terms: Your automatic heating oil deliveries will be charged to your credit card within 24 hours of the delivery. Service agreements will be charged automatically at the annual prevailing rate.

Your account will revert to a COD account subject to finance charges if we are not able to process your credit card. Customer is responsible to inform Clear River Fuel Oil with new Credit Card information upon expiration or termination of existing Credit Card on file. If we are unable to process a credit card for any reason delivery will be suspended until payment provisions are arranged. All reasonable costs of collection shall be applied to unpaid balances. We reserve the right to review your account and at any time may cancel this contract.

Price: You and Clear River Fuel Oil, LLC agree that the price per gallon of heating oil sold and delivered shall fluctuate from time to time during the term of this agreement based on prevailing market rates. You agree to pay such price per gallon for all heating oil delivered to you by Clear River Fuel Oil, LLC as determined pursuant to this section.

Limitations on Types of Damages: We are not liable for any loss, damage, or expense to you including any general, special, incidental, or consequential damages you sustain, even if due to the active or passive, sole, joint or several negligence of us and/or our agents, employees, subcontractors or suppliers, including without limitation, loss, damage or expense.

We are responsible for the delivery of product to the receiving pipe or outlet designated by the customer. We are not liable under any circumstances for any damages or clean up resulting from leaks or the failure of the receiving tank or associated piping or any other heating oil spill related matter. Clear River Fuel Oil is not liable for environmental pollution and or clean up from any oil leakage or tank rupture or piping failure.

Clear River Fuel Oil is not responsible and cannot be held liable for any damage due to customer running out of heating oil in any occupied or unoccupied building for any reason. Clear River Fuel Oil is not responsible and cannot be held liable for any heating system shutdown after fuel delivery.

Force Majeure: Clear River Fuel Oil is not responsible for events beyond its control or for acts of God that prohibit Clear River Fuel Oil from fulfilling this contract. Events beyond Clear River Fuel Oil's control may include acts of god, interruption of wholesale supply to us, failure of common carriers, terrorism, civil commotion, war, riots, labor unrest, failure of public utilities and under any such circumstances Clear River Fuel Oil may cancel this contract.

Waiver of Subrogation: Clear River Fuel Oil and the customer each hereby waive any and all rights of recovery against each other, including our officers, staff, employees occurring on or

arising out of this agreement, the delivery of heating oil and system maintenance or repair at your premises to the extent such loss or damage is covered by proceeds received from casualty, homeowners or other insurance carried by the other party. The party sustaining such loss shall have no right of recovery against the other party or the agents, employees of the other party; and no third party shall any right of recovery by the way of subrogation or assignment or otherwise. Clear River Fuel Oil and the customer shall each indemnify the other party against any loss or expense, including reasonable attorneys' fees resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this agreement with respect to any loss of, or damage to, property of the parties hereto.

Cancellation of this agreement: If the customer wishes to discontinue deliveries or Service agreements the customer shall notify Clear River Fuel Oil in writing. Customer agrees that their failure to notify in the manner described above shall relieve Clear River Fuel Oil of any liability resulting from their assumption that deliveries and service should continue. Cancellation of this contract will not relieve you of making payment for heating oil already delivered but not paid for. Payment must be made at time of cancellation for any heating oil delivered but not paid for.

Modification of Heating Oil Tank and Piping: It is the sole responsibility of the customer who has authorized this agreement to ensure their heating oil storage tank and piping is sound and serviceable to safely accept heating oil deliveries. If the homeowner, landlord or building owner removes, replaces or makes any changes to the receiving tank and any associated piping the customer who has authorized this agreement and signed below shall notify Clear River Fuel Oil in writing (ten days) prior to modification. Customer agrees that their failure to notify in the manner described above shall relieve Clear River Fuel Oil of any liability resulting from Clear River Fuel Oil's assumption that there have not been any change, removal or alteration or the tank and associated piping and it is safe to deliver heating oil.