



Daniels Energy: CT License S1-385517 HOD#19

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## OIL TERMS & CONDITIONS

### Oil Purchase:

**A. Automatic Delivery; Fuel Purchase:** You agree to purchase 100% of your fuel requirements from Daniels Energy on Automatic Delivery for the term of this plan; If automatic delivery is suspended, or there is evidence that the location is receiving fuel deliveries from another supplier, Daniels Energy may terminate this contract for breach and Liquidated Damages will be charged Per Term I. Upon expiration of this plan, the account will remain active and will NOT be taken off Automatic Delivery. If a Plan is not renewed, fuel deliveries will be billed at our posted retail rate. You will remain on Automatic Delivery at the expiration of this Plan unless you notify Daniels Energy in writing, by certified letter or fax.

**B. General Terms:** YOU agree to purchase fuel from Daniels Energy in the amounts set forth in the price protection Plan. The Plan will commence on the START DATE and the Plan will expire on the END DATE OR when ALL OF THE CONTRACTED GALLONS are delivered, whichever first occurs. Daniels Energy may suspend deliveries and/or terminate this Plan for breach if account has a past due balance or for any un-paid fees. All other charges or outstanding balances must be paid in full before enrolling in any price protection Plans. ALL SALES ARE FINAL, AND ARE NOT SUBJECT TO CHANGE OR ALTERATION.

**C. Program Definitions:** FIXED price Plan: The per gallon price under the Fixed price Plan does NOT change during the Plan terms. The FIXED price remains the same from the START DATE to the END DATE, or until ALL OF THE CONTRACTED GALLONS are delivered, whichever first occurs. CAPPED price Plan: The per gallon price of fuel under a cap contract will "NOT EXCEED" the capped rate during the Plan terms. If our posted rate on your date of delivery is below the capped rate, you pay our posted retail rate.

**D. Gallons:** You agree to the estimated number of gallons on your Plan. Any required gallons over estimated gallons will be billed at our posted retail rate.

**E. Acceptance:** This Plan is price sensitive and Daniels Energy reserves the right not to accept a Plan not returned in time. Your account balance must be current and you may not be carrying any past due balance. If your account becomes past due at any time, Daniels Energy reserves the right to place your account on a C.O.D. basis and/or charge our current retail price per gallon for deliveries made while account is past due, or cancel this agreement. In the event you default on your balance, Daniels Energy will add attorney's fees up to 33% of the unpaid balance plus any court costs or collection fees.

**F. Liability:** In the event of war, terrorism, national crisis, circumstances beyond our control, or the non-ability of Daniels Energy suppliers to provide price protected fuel to Daniels Energy, then our only liability to you is a full refund of any unused credit balance. In the event taxes are levied against home heating fuel during the term of this Plan those taxes shall be paid to Daniels Energy. This agreement shall be governed by the laws of the State of Connecticut, our obligation to deliver heating fuel to you is secured by a futures contract or similar commitment of a surety bond as required by the laws of the State of Connecticut. This agreement may not be modified except by the written agreement of both you and Daniels Energy (It is your responsibility to ensure this agreement is returned to Daniels Energy per the terms of this agreement.) This agreement starts the date Daniels Energy records into record. I acknowledge this Plan has a liquidated damages fee.

**G. Budget Payment Plan:** Budget Payments are due by the 15th of each month. Budget payments are estimated by the system and are subject to approval by Daniels Energy credit department. If during this agreement your usage exceeds the estimate, your budget payment may be subject to review and adjusted accordingly. Daniels Energy has the right to charge a monthly late budget fee of \$30.00 on past due budget payments.

**H. Fees/Balance:** All Plan fees (including cap fees) are non-refundable. If you have a balance over the estimated amount, it is due within 30 days of being invoiced. If you have a credit left over at the end of this agreement, it will be used against future deliveries, or service requirements. Budget Payments are due by the 15th of each month. If during this agreement your usage exceeds the estimate, your budget payment may be adjusted accordingly. Daniels has the right to charge a monthly late budget fee of \$30.00 on past due budget payments.

**I. Cancellation:** If you cancel this agreement prior to the END DATE or before all gallons have been delivered, Daniels Energy reserves the right to charge you a liquidated damages fee, equal to any devaluation of product not delivered. (EXAMPLE: 500 gallons remaining and \$1.00 per gallon devaluation, then a liquidated damages fee of \$500.00 would apply.) Daniels Energy reserves the right to charge an additional handling fee of 15% of the value of unused fuel for administrative costs. Liquidated damages will apply if alternate fuels are used and usage is below 85% of contracted gallons. All cancellations must be in writing by certified letter or fax.

**J. Telephonic Contracts:** If this Plan is accepted by a recorded telephone call, the YOU must orally confirm to a Daniels Energy agent that they have read, understand and agree to the terms of this Plan and the Daniels Energy agent must confirm the Plan terms, rate per gallon and all costs to protect the price Plan. A telephonic contract is valid and binding upon oral acceptance of said price Plan. Once the Plan terms are accepted a confirmation number will be read and recorded by the Daniels Energy Agent. A copy will be mailed to the customer.

**K. Internet Contracts:** Checking the boxes and clicking I AGREE makes this contract immediately valid and binding upon YOU. This contract is NOT VALID until it generates a CONFIRMATION NUMBER. A confirmation number will be generated once the contract is accepted.