

## -Terms and Conditions of Fuel Contract-

1. **Agreement:** P.G. Willey & Company of Camden, Maine (“Company”) agrees to sell, and \_\_\_\_\_ (“Customer”) hereby agrees to buy \_\_\_ gallons of heating oil/kerosene/liquefied petroleum (“fuel”) at the price of \_\_\_ per gallon, for a total cost of \_\_\_ consistent with the terms and conditions contained in this contract and as indicated above. The Customer and the Company also agree that the Customer’s purchase of fuel is/is not subject to a payment plan.
2. **Contract Period:** This contract shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_.
3. **Supply of Fuel:** Customer agrees to purchase all fuel for the premises during the contract period from Company. The Customer further agrees to be delivered fuel on an automatic basis in accordance with the terms and conditions of this contract.
4. **Secured Purchase of Fuel:** By entering into this contract the Company has committed to deliver a total of \_\_\_ gallons of fuel to the customer during the contract period, subject to the terms and conditions of this contract. The Company’s performance of this contract is secured by one of the options set forth under Maine law, 10 M.R.S.A. §1110 (2).
5. **Terms and Payments:** If the Customer has subscribed to a payment plan with the Company, payment of the total amount due under this contract shall be divided between \_\_\_ monthly payments due on the \_\_\_\_\_ of each month. Failure to make payment by the due date may result in a suspension of services under this contract until payments are brought current. Failure to pay for two consecutive months shall be deemed a breach of contract by the Customer. If the Customer has not subscribed to a payment plan, payment in full for the contracted gallons shall be due at the time of delivery.
6. **Contract Expiration:** This contract will expire on \_\_\_\_\_, or when all committed gallons under this contract have been exhausted, whichever occurs first. Should the contract gallons be exceeded, automatic delivery under this contract will remain in effect unless the Company is asked in writing to stop automatic delivery. Gallons delivered beyond the contract gallons are subject to daily retail pricing and credit terms on the date of delivery. In the event that any contract gallons for which the company has received payment remain undelivered at the expiration of the contract, the customer shall be reimbursed within 30 days for the full amount of the contracted price of the undelivered gallons. The parties hereby agree that reimbursement shall be in the form of a credit towards future purchases of fuel or services.
7. **Duties of Customer:** Customer shall provide safe access to premises, including snow and ice removal. Company may refuse to deliver if, in their sole discretion, access to the premises is not in a safe condition for service. The Company will not be responsible for any damages incurred because Customer failed to provide safe access to premises.
8. **Fixed Pricing and Downside Insurance:** The Customer understands that the price quoted for fuel pursuant to this agreement is fixed for the number of gallons contracted, and will not increase or decrease for the term of the contract, unless the Customer purchases Downside Insurance. If the customer purchases Downside Insurance, any reduction in the market price below the original contract price that is realized by the Company will be reflected in a dollar for dollar reduction in the

price per gallon paid by the customer under this contract. The Customer does/does not wish to purchase Downside Insurance.

9. **Force Majeure:** Company shall not be held responsible for any damage or loss to Customer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, insufficient supply of such products, failure or delay in transportation, Act of God or any other cause beyond Company's control, whether or not similar to the causes enumerated herein.
10. **Breach of Contract:** In the event of a breach of this contract by the Customer, the Company may seek any election of remedies allowed by law. In the event that the Company seeks damages, the Customer hereby agrees to pay the Company liquidated damages, plus costs and attorney's fees. Said liquidated damages shall be calculated as the difference between the price the Customer agreed to pay per gallon under this contract, and the cost per gallon on the day of the breach, multiplied by the number of gallons remaining per the contract price. In no even shall the Company owe the Customer any amount in the event that the Customer breaches the contract. This contract shall not be construed to limit the legal remedies available to either party, except as specifically noted herein.
11. **Termination of Contract:** This agreement may be terminated by P.G. Willey & Co., if the customer breaches the contract by failing to substantially abide by his or her obligations hereunder.
12. **Assignment:** The Customer may assign this contract to someone buying the premises only with prior written approval of the Company, which approval shall not be unreasonably withheld.
13. **Integration Clause:** This agreement supersedes and replaces any agreement or understanding, whether oral or written, between the Parties. This agreement shall be governed by the laws of the State of Maine.

This is a legally binding contract. Please read carefully before signing. By signing below customer accepts all of the above terms and conditions. This agreement does not become a biding contract until it is signed by both parties.

Date:

\_\_\_\_\_  
Customer

Date:

\_\_\_\_\_  
Authorized Agent for PG Willey