



## **Terms & Conditions and Customer Responsibilities for Supply of Oil and Related Services**

The Scott Energy Co., Inc. (Company) Terms & Conditions and Customer Responsibilities (Guidelines) become effective immediately upon customer (Customer) receipt of this document. Acceptance of deliveries of fuel, service work, and installation or placement of equipment by Scott Energy Co., Inc. shall also constitute acceptance of these Guidelines. The Guidelines shall supersede all previous agreements between Scott Energy Co., Inc. and the Customer. **Please read this document carefully and retain a copy for your records.** These Guidelines cannot be modified by Customer unless submitted in writing and accepted in writing by an authorized representative of Scott Energy Co., Inc. These Guidelines may be modified at times by Company without notice. Please refer to our website or contact our office to obtain a copy of Company's most recent Terms & Conditions and Customer Responsibilities.

**Fuel Supply.** Company will exercise its commercially reasonable best efforts to deliver fuel upon the schedule requested by customer.

**Rates and Charges.** Customer agrees to pay Scott Energy's current rates and charges in effect at the time fuel is delivered or service is rendered. The price per gallon to be paid by Customer to Scott Energy for fuel delivered to Customer shall be Scott Energy's established retail price for Customer in effect on the date of delivery. The posted price per gallon for fuel for each delivery will be set forth on the delivery ticket provided to Customer. Scott Energy reserves the right to change rates and charges from time to time without notice.

**Delinquency.** All balances owed are due and payable in full within thirty (30) days of issuance of statement. A complete outline of Company's credit terms is found on our credit application and is published on our website.

**License, permits, and taxes.** Customer agrees to pay all license, permit and inspection fees and all taxes associated with the sale of fuel and installation or use of related equipment supplied by Scott Energy.

**Automatic Delivery.** As a convenience to our customers, Scott Energy offers automatic delivery to its customers. Our computerized automatic delivery program is designed to project future fuel deliveries based on your historical consumption and daily temperature data. It is not an exact science and sometimes factors beyond our control, and for which we are not responsible, affect consumption so a greater or lesser amount of fuel oil is used without our knowledge. Our oil department makes its best effort to ensure you have an adequate supply of fuel but being an automatic delivery customer is not a guarantee that you will never run out. Ultimately, it is your responsibility to check your tank and ensure that you have an adequate supply of fuel at all times.

**Will Call Delivery.** The other option our customers have for delivery of their fuel is to become a will call customer. This means that we do not track your historical consumption or anticipate when you need fuel. We will only deliver fuel to your property when you call us and instruct us to do so. It is your responsibility to monitor the fuel level in your tank and the best time to order a delivery is when your tank gauge reads between  $\frac{1}{4}$  and  $\frac{1}{2}$  full. We require at least 24-hour notice for weekday deliveries. Weekend delivery may be available during the heating season but cannot be guaranteed. In the event of a run-out, a request for fuel could result in a chargeable service call.



**Tank Inspection.** Company makes a reasonable effort to periodically perform a visual inspection of aboveground oil tanks. Any inspection only represents the visible condition of the tank at the time of inspection and is not a prediction or opinion of the tank's condition in the future. If the tank is in an enclosure, or inaccessible to us for any reason, it is the customer's responsibility to provide access and set up a time for an inspection. Since tank conditions may change, the customer owns the tank and has ongoing access it is ultimately customer's responsibility to check the tank for wear and tear and/or any leaks and notify us immediately.

**Driveway Access.** During the winter, Scott Energy will always make an effort to deliver fuel but harsh weather conditions can make that impossible. The combination of major snow storms, packed ice and extreme cold can make driveway accessibility dangerous for our drivers and their equipment. Whether a customer is on automatic or will call delivery, it is their responsibility to ensure that we can access the property to make timely deliveries in a safe manner.

- Make sure driveway is cleared to a width of at least 10 feet to accommodate our trucks
- Clear a path to and around your fill pipe or the underground tank

**Unoccupied/Vacant Primary Residence or Rental Property.** Scott Energy will not be responsible for any loss, damage or injury due to, or resulting from, the failure of any heating system or fuel run-out in a property that the Customer has left unoccupied or vacant for any period of time. The Customer is responsible for monitoring the operation of the heating system on a day-to-day basis and notifying Scott Energy of any problem which arises. If the property is unoccupied or vacant the Customer is responsible for making arrangements for daily temperature monitoring and that there is an adequate amount of fuel in the tank.

**Seasonal or Second Home.** Since occupancy is inconsistent in seasonal and second homes, temperature and fuel monitoring is the responsibility of the Customer even if on automatic delivery. A heating system can breakdown for any number of reasons and fuel consumption in these types of properties is difficult for the Company to monitor even if the Customer is on automatic delivery. The Customer is required to arrange for daily monitoring of their property to make certain the heating equipment is operating properly and that the tank has adequate fuel. Scott Energy will not be responsible for any loss, damage or injury due to, or resulting from, the failure of any heating system or fuel run-out in a seasonal or second home.

**Release and Waiver of Subrogation.**

Company and Customer will each look to its own insurance for recovery of any loss. Company and Customer release one another from such claims. Company and Customer waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers

**Contingencies.** Scott Energy shall not be held liable if prevented from performing any of its obligations due to causes beyond its reasonable control including, but not limited to, acts of God or government, fires, floods, droughts, snow emergencies, earthquakes, wars, acts of terrorism, riots, labor disputes, delays in transportation, embargoes or shortages of product.

**Termination.** This agreement may be terminated at any time if either side fails to meet the terms and conditions of this agreement or if it is determined that a threat to health and safety exist. Either party may also terminate this relationship at any time with written notice. If Customer's account is terminated by either party, then Company will no longer be responsible for making fuel deliveries or providing service of any kind to Customer. Any service plan(s) will become null and void and will be cancelled as of the date of termination. Service plans are not totally or partially refundable. If account is terminated, by either party, Customer is responsible for all amounts owed to Company.