

# MAUGER & CO./AABBOTS HEATING OIL HEATING OIL PRICE PROTECTION CONTRACT

**LIMITED TIME OFFER!**

- Offer expires when 120,000 gallons are sold or December 31, 2011 (whichever comes first). Contact our office or visit our website at [www.maugerco.com](http://www.maugerco.com) for current pricing.

- Select the option that's best for you, then complete, sign and return the white copy of this Contract with your payment.
- Available on a "first-come, first served" basis

**BASIC TERMS AND CONDITIONS (additional terms and conditions are contained on the reverse side of this contract)**

- **PLAN CONTRACT PERIOD: June 1, 2011 thru May 31, 2012**
- **AGREEMENT:** A new contract must be filled out every year, even if you are rolling over unused dollars from the previous year. You agree that heating oil will be delivered to the address below by Aabbots or Mauger trucks only during the Contract Plan Period. **Once signed, this is a binding contract and includes the terms and conditions on the reverse side of this Contract.**
- **AUTOMATIC DELIVERY:** All budget or prepay customers must be automatic delivery customers. All new automatic delivery customers must call to schedule their first three deliveries. Please call when tank gauge is 1/4 full.
- All deliveries after June 1, 2011 will be charged against your contract gallons. Gallons used for the Plan Contract Period that exceed your original price-protected gallons are charged at our current market rates at time of delivery.
- **You will remain on automatic delivery unless you notify us in writing, even if all of your Plan Gallons have been used.**

- **BUDGET PLAN PAYMENTS:** Due by the 1<sup>st</sup> of each month. Prompt, on-time payments will keep your account from being placed on "delivery hold" and your Plan may be subject to termination (see Section 14 on the reverse side of this Contract).
- **ALL ABOVE GROUND OUTSIDE TANKS:** Please add \$8.50 per delivery for SOS, a special additive formula designed to help eliminate moisture/condensation and is an oil anti-gel.
- **MINIMUM DELIVERY:** 150 gallons, regardless of remaining Plan Gallons.
- **UNUSED PLAN DOLLARS:** Unused Plan dollars may be rolled into the next year's plan, if offered, at the following year's price per gallon, or refunded upon your written request (see Section 5 on the reverse side of this Contract).
- **EARLY TERMINATION FEE. An Early Termination Fee of \$300.00 may apply (see Section 15 on the reverse side of this Contract).**
- **SALES TAX:** PA sales tax will be charged against your prepay dollars unless you are exempt.

Select your plan; check one option

**BUDGET PLANS (Subject to Credit Approval) (400 GALLONS MINIMUM)**

**Option 1 – Downward Price Protection Included:** This Plan option consists of six (6) monthly payments starting December 1, 2011. Budget plan payments are due by the first (1<sup>st</sup>) day of each month. This Plan option has a downward price protection fee of \$0.20 per gallon. If our current market rate is lower than your contract price at the time of delivery of any of the Plan Gallons, you will receive a credit for the difference between the contract price and our then current market rate. **Downward price protection fees are non-refundable. This Plan option is subject to credit approval.**

**\$3.849** per gallon + **\$0.20** per gallon = **\$4.049** per gallon X \_\_\_\_\_ Plan Gallons = \$ \_\_\_\_\_ ÷ 6 months = \$ \_\_\_\_\_ per month (1<sup>st</sup> payment due with contract)

\_\_\_\_\_ I would like to include my service contract renewal in my budget payment. **(Contact our office for pricing and additional details) .**

**Option 2 – No Downward Price Protection:** This Plan option consists of six (6) monthly payments starting December 1, 2011. Payments are due by the first (1<sup>st</sup>) day of each month. **This Plan Option does NOT include the downward price protection fee of \$0.20 per gallon. You understand that by choosing this Plan option you will NOT receive a credit for any decrease between your contract price and our current market rates until May 31, 2012 or you exhaust all of your Plan Gallons, whichever occurs first. This Plan Option is subject to credit approval.**

**\$3.849** per gallon X \_\_\_\_\_ Plan Gallons = \$ \_\_\_\_\_ ÷ 6 months = \$ \_\_\_\_\_ per month (1<sup>st</sup> payment due with contract)

**PREPAY PLANS (400 GALLONS MINIMUM)**

**Option 3 – Downward Price Protection Included:** This Plan option consists of one (1) lump sum payment for all of the Plan Gallons. This Plan option has a downward price protection fee of \$0.20 per gallon included in the price per gallon. If our current market rate is lower than your contract price at the time of delivery of any of the Plan Gallons, you will receive a credit for the difference between the contract price and our then current market rate. **Downward price protection fees are non-refundable.**

**\$3.749** per gallon + **\$0.20** per gallon = **\$3.949** X \_\_\_\_\_ Plan Gallons = \$ \_\_\_\_\_ Fixed price (payment due with contract)

**Option 4 – No Downward Price Protection:** This Plan option consists of one (1) lump sum payment for all of the Plan Gallons. **This Plan Option does NOT include the downward price protection fee of \$0.20 per gallon. You understand that by choosing this Plan option you will NOT receive a credit for any decrease between your contract price and our current market rates until May 31, 2012 or you exhaust all of your Plan Gallons, whichever occurs first.**

**\$3.749** per gallon X \_\_\_\_\_ Plan Gallons = \$ \_\_\_\_\_ Fixed price (payment due with contract)

**Please complete and return white copy: (Please print!)**

Customer Name \_\_\_\_\_

Social Security No. (Budget Plans only) \_\_\_\_\_

Billing Address \_\_\_\_\_

Method of payment Cash Check Credit Card

Address Line 2 \_\_\_\_\_

Credit Card # \_\_\_\_\_

City \_\_\_\_\_

Exp. Date \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail \_\_\_\_\_

Phone (Home) \_\_\_\_\_

Charge credit card for all budget payments Yes No

Phone (Work) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Total Amount Enclosed (see plan option above) \$ \_\_\_\_\_

Delivery Address (if different from above) \_\_\_\_\_

**THE TERMS ON THE BACK SIDE OF THIS CONTRACT ARE A PART OF THIS CONTRACT. YOUR SIGNATURE INDICATES THAT YOU HAVE READ, AGREE TO AND ACCEPT ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDES OF THIS CONTRACT, AND IF YOU HAVE SELECTED A BUDGET PLAN, YOU HEREBY AUTHORIZE US AND OUR AUTHORIZED AGENTS TO OBTAIN YOUR CREDIT REPORTS FROM ANY CREDIT OR CONSUMER REPORTING AGENCY CHOSEN BY US FOR THE PURPOSE OF DETERMINING YOUR CREDITWORTHINESS.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3<sup>RD</sup>) BUSINESS DAY AFTER THE DATE YOU SIGNED THIS CONTRACT. SEE NOTICE OF CANCELLATION FORM ON OUR WEBSITE FOR AN EXPLANATION OF THIS RIGHT.**

MAUGER & CO/AABBOTS HEATING OIL  
PO BOX 2426  
WEST CHESTER, PA 19380

Contact us at:  
Phone: 610-429-8200 or 800-794-3835  
Fax: 610-429-9233 / Website: [maugerco.com](http://maugerco.com)

Thank you for choosing  
MAUGER & CO/AABBOTS HEATING OIL

## HEATING OIL PROTECTION CONTRACT – Additional Terms and Conditions

### The following terms are part of this Agreement:

- 1. Defined Words.** The words *we, us, our, ours, MAUGER, ABBOTS* and *Seller* refer to Mauger and Company, Inc. The words *you, your, yours* and *Buyer* refer to the person listed as the Customer on the front page of this Agreement. The word *premises* refers to the Delivery Address you indicated on the front page of this Agreement. The word *Plans* refers to the Budget and Prepay Plan options on the front page of this Agreement. The word *Plan* refers to the Budget or Prepay Plan option that you selected on the front page of this Agreement. The words *Contract* and *Agreement* refer to this Heating Oil Protection Contract, which includes both the front and back sides of this paper.
- 2. Plan Contract Period; Plan Gallons.** The Plan Contract Period is June 1, 2011 through May 31, 2012. The Plan Gallons are specified on the front page of this Agreement at the time you purchase your Plan.
- 3. Automatic Delivery; Eligibility.** We will automatically deliver your fuel to your premises based on degree day projections. Only automatic delivery customers are eligible to participate in Plans. Termination of automatic delivery may result in a Seller's termination of your Plan and possible Early Termination Fees (see Section 15 below). To enhance degree-day projection accuracy, you agree that Seller will be the sole supplier of heating oil to the premises. While we will make every effort to keep you supplied with heating oil, we will not be liable for any damages or loss if your actual usage exceeds reasonable estimates based on your prior history or information you provided to us. To the extent that you use alternative heat sources, such as wood, pellets, electricity, etc., we cannot be responsible if you run out of our heating oil as a result of changes in your use of alternative heat sources. We will not honor top-off requests.
- 4. Automatic Delivery after Plan Expires, is Exhausted or Terminated.** Once the Plan Contract Period expires, all of your Plan Gallons are delivered or if your Plan is terminated, whichever is earlier, we will continue to make automatic deliveries at your premises at our current rates, unless you request otherwise in writing.
- 5. Unused Plan Balance.** Any balance remaining in your account at the end of the Plan Contract Period will convert to a credit to your account. The credit may be used for any other charges against your account, including future Plans, if offered, or you may request a refund in writing. Requests for refunds will not be processed until on or after September 10, 2012. Nothing in this Agreement shall obligate Seller to offer future Plans beyond the Plan Contract Period.
- 6. Budget Plan Payments.** If you have selected a Budget Plan option, you must remain current with your Budget Plan at all times. If your Plan payment is not received by the first (1<sup>st</sup>) day of each month during the Plan Contract Period, delivery of fuel will cease until your account is brought current. In addition, if your account is overdue, your Plan is subject to termination, an Early Termination Fee (see Section 15 below) and other fees and charges.
- 7. Will Call Delivery.** We will deliver your heating oil only when you request if you notify us in writing to discontinue your automatic delivery. Will call customers are not eligible to participate in Plans and will be billed at our current rates. If you cancel automatic delivery, your Plan will be terminated, which may subject you to Early Termination Fees (see Section 15 below). We generally need at least 48 hours notice for will call deliveries. Minimum delivery requirements may apply. We will not honor top-off requests.
- 8. Disclaimer of Liability for Equipment and Environmental Damages.** Seller is not responsible for (a) the condition, maintenance, repair or replacement of your fuel tank, fuel lines or piping, (b) installation, removal, cleanup, remediation or other costs of compliance with any applicable environmental or other law, rule or regulation. SELLER WILL NOT BE LIABLE FOR ANY BODILY INJURY, PROPERTY DAMAGE OR DECREASE IN PROPERTY VALUE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF ANY PETROLEUM SUBSTANCES OR DERIVATIVES (INCLUDING, BUT NOT LIMITED TO, HEATING OIL) INTO OR UPON YOUR PREMISES, ANY SURROUNDING PROPERTY, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER UNLESS CAUSED BY OUR GROSS NEGLIGENCE.
- 9. Conditions of Delivery.** You agree to provide us with safe access to your fuel tank at all times. We will not be liable for any damage or loss if we cannot deliver your fuel because (a) we cannot access your fuel tank, (b) a dangerous or unsanitary condition exists in or around the premises, which may include a wild, unruly or menacing domestic animal or (c) we are prevented by circumstances beyond our control, such as for example, act of terrorism, war, riot, blockade, embargo, strike, lockout, fire, explosion, flood, extreme adverse weather, accident, shortage of fuel, labor, transport or electricity, act of any governmental authority, the inability of our hedging counterparty under our hedging instruments to fulfill its obligations pursuant to the instrument's terms, etc.
- 10. Late Fees.** We will charge a late fee of 1.5% per month (an ANNUAL PERCENTAGE RATE OF 18%) or the highest rate allowed by law, whichever is less, on any amount due under this Agreement and not paid within 30 days of the due date.
- 11. Collection Costs.** If we hire an attorney or collection agency to collect your outstanding balance, you agree to pay, in addition to your balance, all costs of collection as permitted by law, including, without limitation, reasonable attorney's fees, agency fees and court costs. We may accept late payments, partial payments and payments marked "payment in full" without losing any of our rights under this Agreement or at law. We may also delay enforcing our rights under this Agreement without losing or impairing any of our rights.
- 12. Limited Liability.** We will not be responsible for loss due to or resulting from changes in fuel consumption; your failure to schedule maintenance; theft; acts of God; terrorism; wars; strikes; riots; material or labor shortages; fire; flood; snow; hurricane; power interruption or loss; accidents; governmental acts; abuse or misuse of equipment; spontaneous part failure; insufficient water; frozen, gelled or leaking fuel lines; or any other conditions beyond our reasonable control, including a vacant unattended or unoccupied premises. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL HAVE NO LIABILITY FOR THIRD PARTY CLAIMS AGAINST YOU, OR DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF USE, EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY. We cannot be held responsible for delays in providing fuel or service caused by circumstances beyond our control. Any and all suits and actions, whether based in contract, tort or otherwise, whether for personal injury or property damage, arising out of or in any way related to this Agreement, must be commenced within one year of the cause of action or shall be barred. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU OR OTHERS UNDER THIS AGREEMENT OR OTHERWISE EXCEED \$1,000.00 OR THE COST OF REPLACEMENT OR REPAIR OF PRODUCT, WHICHEVER IS LESS.
- 13. Subrogation Waived.** Both Buyer and Seller mutually waive any and all rights of subrogation and recovery, against each other, including our officers, directors, shareholders, agents, servants, contractors and employees, arising out of or in any way related to this Agreement, the delivery of heating fuel or any service or repair at your premises to the extent that such loss or damage is covered by proceeds received from casualty, homeowner's or other insurance carried by the other party. No third party, including, but not limited to, any insurance carrier, shall have any right of recovery (whether based in tort, contract or otherwise) by way of subrogation, assignment or otherwise under this Agreement.
- 14. Termination.** You can terminate this Agreement by a written notice to us which will be effective on the next business day after we receive it at our office. You will be responsible for paying your account balance and for any products provided to you prior to the effective termination date. If you have an active Plan, you may incur an Early Termination Fee for terminating this Agreement (see Section 15 below). If your account is not current, we may suspend product and service deliveries or terminate this Agreement and any active Plans at our sole and absolute discretion without notice or further responsibility to you.
- 15. Early Termination Fee.** If your account with us or your Plan is terminated for any reason prior to the end of the Plan Contract Period, you agree to pay us an "Early Termination Fee" of \$300.00 as liquidated damages in addition to your account balance products provided to you prior to the effective termination date. You acknowledge and agree that it would be difficult to determine our actual damages as a result of your early termination of the Plan and that the Early Termination Fee is a fair and reasonable estimate of our actual damages.
- 16. Assignment.** You may not assign this Agreement or any rights or duties under this Agreement without our prior written consent.
- 17. Amendments.** This Agreement cannot be changed orally. Any changes must be made in writing signed by both us and you.
- 18. Governing Law; Entire Agreement.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement constitutes the entire agreement between us and you.
- 19. Severability.** If a court or regulatory agency of competent jurisdiction holds any provision of this Agreement to be invalid, void or unenforceable in a particular circumstance, the remaining provisions will continue in full force and effect and the severed provision will remain in effect in other circumstances.