



**FUEL DELIVERY AND SERVICE AGREEMENT**  
**Terms and Conditions**

- 1 In These Terms and Conditions the words we, us, our, and ours mean the Seller. The words you, your, and yours mean each and every Buyer.
- 2 **Deliveries:** Fuel deliveries will be made to you for business purposes at the pricing disclosed on the front of this agreement, and subject to these terms and conditions of those on the front of this Agreement. A meter-printed delivery ticket will be left each time a delivery is made. You agree to accept each delivery and pay the fuel amount shown on each delivery invoice in full within (30) days after the fuel is delivered to you.
- 3 **Non Delivery Conditions:** We will not be responsible for failure to deliver fuel for any of the following reasons: Fuel shortages, scarcity of labor, delay in deliveries by our suppliers, embargoes, strikes, riots, accidents, disorders, Acts of God, acts of any type by any governmental authority, or for any reason beyond our reasonable control. We will not be responsible for damages for failure to deliver fuel to vacant or unattended premises [in this agreement, the term "vacant or unattended premises" shall mean premises at which no adult occupant is present for at least twenty-four (24) consecutive hours]. In each and every case, we have the right either to cancel or to postpone any delivery without any liability whatsoever.
- 4 **Service Contract:** If you have a service contract with us, you will pay the invoice in full within thirty (30) days.
- 5 **Service Charges:** If we perform service work for you, which is not covered by any type of service contract, warranty or guarantee, we will mail you an invoice which shall cover both parts and labor, and you agree to pay it in full within thirty (30) days.
- 6 **Billing:** If you have not paid an invoice for fuel, services and/or a service contract in full within thirty (30) days, we will send you a statement ("Monthly Statement") showing the amounts due for deliveries, service charges and any other amounts due for more than thirty (30) days.
- 7 **When a finance charge will be added:** If we do not receive a payment in full of the NEW BALANCE on your Monthly Statement on or before the PAYMENT DUE DATE, a FINANCE CHARGE will appear on your next Monthly Statement and will be added to your NEW BALANCE on that Monthly Statement.
- 8 **The Finance Charge** is computed by a Periodic Rate of 1 5% per month, which is an ANNUAL PERCENTAGE RATE of 18%. We will figure the FINANCE CHARGE on your account by the Adjusted Balance Method. In no even will the finance charge be more than what law allows.
- 9 **How to avoid Finance Charges:** If payment in full on the NEW BALANCE on your Monthly Statement is received by us on or before the PAYMENT DUE DATE no FINANCE CHARGE will be added to your next Monthly Statement.
- 10 **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 the collection as permitted by law, including without limitations, reasonable attorneys' fees and court costs.
- 11 **Irregular Payment and Delay in Enforcement:** We can accept late payments, partial payments or payments marked "payment in full", without losing any of our rights under this Agreement. We can also delay in enforcing our rights under this Agreement without losing any of our rights under this agreement.
- 12 **Amendment or Changes:** We can change Agreement, including FINANCE CHARGE and ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 30 (90 days in New Jersey) days written notice before the beginning of the billing period in which the change becomes effective.
- 13 **Cancellation:** We or you can cancel your account at any time on 30 days written notice. You agree to remain responsible for payment for all purchases made before the 30 day period expires and for the early termination fee, if any, due pursuant to the pricing outlined on the front of this Agreement. If we deem your credit unsatisfactory, or if you fail to make a payment on time, we may suspend deliveries and service under this Agreement or terminate this Agreement with or without notice and without further responsibility.