

## GENERAL CONDITIONS

1. In this Agreement the words we or us, mean the SELLER. The words you, your, and yours, mean each, every, and all BUYERS.
2. PURCHASES: We will deliver, subject to the conditions in paragraph #3, below, fuel oil at our established price. Deliveries will be made to you, on an automatic degree day basis, unless otherwise noted on this Agreement. A meter-printed delivery ticket will be left each time a delivery is made. You agree to accept each delivery and to pay the amount due on your statement/invoice within 10 days from the billing date.
3. NON-DELIVERY CONDITIONS: We will not be responsible for any failure to deliver fuel oil which is scheduled for delivery 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 control. In each and every case, we will have the right to either cancel or postpone any delivery without any liability whatsoever.
4. SERVICE PLAN AGREEMENT: If you have a service plan agreement with us, you may also charge the price of the service plan agreement to your credit account with us. If you do so, you agree to pay the full amount of the contract within 10 days of receipt of the statement/invoice on which this charge appears.
5. SERVICE CHARGES: If you require service work, including parts and/or labor, which are not covered by the service plan agreement, warranty or guarantee, you agree to pay for this billable service by paying the Service Invoice which is mailed to you directly after the service is performed or charge this amount to your charge account with us. If you do add this to your charge account, you agree to pay the full amount due for this service work within 10 days of receipt of the billable service invoice on which this charge appears.
6. HOW TO AVOID FINANCE CHARGES: If payment in full is received within 30 days of transaction, a FINANCE CHARGE will be added to your account. You, the buyer, may at anytime pay this indebtedness.
7. WHEN A FINANCE CHARGE: If payment in full is received within 30 days of transaction, a FINANCE CHARGE will be added to your account.
8. AMOUNT OF THE FINANCE CHARGE: We figure the FINANCE CHARGE by applying a periodic rate each day on amounts unpaid 30 days or more from the date of charge. The FINANCE CHARGE is calculated at the rate of .0493% per day (1.5% monthly or 18% annually) or the highest interest permitted by law, whichever is lower
9. DEFAULT: You will be in default if you do not pay your NEW BALANCE on or before the payment due date.
10. COLLECTION COSTS: If you are in default, we can demand payment of your outstanding balance. If we hire an attorney or collection agency to collect your outstanding balance, you will have to pay, in addition to your past due balance, all costs of collection. These costs will include Court fees, Sheriff's fees and a reasonable attorney's fee.
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. We may order a consumer report in connection with this application and subsequent consumer reports in connection with updating, renewing and reviewing the existing or future extensions of credit. Upon your request, we will provide the name and address of the consumer credit reporting agency furnishing such report to us. The Federal Equal Credit Opportunity Act prohibits us from discriminating against you in any way in the granting of credit. The Federal agency which administers compliance with this law is the Federal Trade Commission, Washington, D.C. 20580.  
We have given to you and you acknowledge receipt of a complete description of the terms of your Retail Credit Agreement and you're Billing Error Rights.

12. NOTICE TO BUYER: (a) do not sign this credit agreement before you read it or if it contains any blank space; (b) you are entitled to a completely filled in copy of this credit agreement.

13. THIS AGREEMENT DOES NOT COVER:

- A) Repairs to cabinets or other exterior components, system piping, power surges, electrical spikes or electrical circuit overloads, cleaning of drains, filters, batteries or knobs.
- B) Additional or unusual utility bills incurred due to any malfunctions or defect in equipment listed under the plan, labor costs of gaining access to or removal of boilers that require special equipment or tools such as cranes, ladders, trucks, etc.
- C) Boilers installed in building other than one or two family dwelling units, unless they are buildings with individual boilers for each dwelling unit.
- D) Boilers operated with combustion air contaminated externally by chemical vapors with improper fuel additives, or with water conditions which may have caused unusual deposits in cast iron sections. E) Total Fuel Services Corp. shall not be responsible for any loss or damage resulting from premises being unoccupied or from anything abnormal such as water damage, fire, flood, freezing, or other such acts of God, nor for strikes, labor disputes, shortages of supplies or materials, unavoidable delays, failure of transportation, wars, decrees, laws, ordinances, rules, orders or regulations issued by any Federal, State, or Municipal Government or by any agency, authority, or subdivision thereof or any other causes beyond its control, or from boiler, or burner furnace failure, defects in piping, chimney, ducts, radiators, fan or to any portion of the heating system which is not part of the burner, or which is not covered by this contract.

14. These agreements do not include the cost of labor or materials for repairs and/or replacement resulting from wars, earthquakes, storms, fire, smoke, electrical failures, strikes, riots, flood or water damage, freeze-ups, government regulations or Acts of God.

15. Total Fuel and customer agree that there are no promises, terms, conditions or allegations not herein written which is a part of this agreement.

16. There are no refunds on contract cancellations. This contract may be transferred to any future owner provided they assume and agree to the terms of this agreement.

17. Vacuum cleaning of boiler, smoke pipe, and base of chimney will be done to residential boilers up to three families only when deemed necessary by Total Fuel.

18. The cast iron boiler block is not covered under this contract. Refer to manufacturers warranty for their warranty.

19. This contract does not include any part of the plumbing or heating pipes, valves, fitting, supply oil lines, or electrical wiring, at all.

20. Labor for all services on parts and components that are covered by this plan will be rendered without charge between the hours of 8:00 am 4:30 pm. –Monday through Friday. Service on weekdays after 4:30 pm and on weekends and holidays will be rendered on all emergency basis only, namely no heat, no hot water, and water or oil leaks.

21. A service agreement is not binding upon Total Fuel unit it is approved by credit department.

22. Cleaning and annual tune-ups are performed once YEARLY, or as deemed necessary under this contract between April 15 and October 31 – Monday through Friday between the hours of 8:00 am and 3.00 pm.

23. This agreement does not cover service rendered as a result of customer failure to replace fuse, reset circuit breaker, set thermostat properly, turn on emergency switch, bleed air from radiators, add water when needed in steam systems, clean air filters, dry oil tank due to non-payment and/or will call customers, or power failures.

*IT IS OUR PLEASURE TO SERVE YOU*