

Fielding's Price Protection Contract — General Conditions and Terms

- Customer shall purchase all required contracted fuel from company, with a guaranteed quantity of _____ gallons, as detailed on reverse of this contract.
- Fuel will be automatically delivered to customer, unless there is a mutual agreement between Fielding's Oil & Propane Inc. and customer. Company will make deliveries on the company's schedule, not the customer's schedule. The company will not make special deliveries in April and May if your ticket was not due, even if customer has left over contracted gallons and the credit retail price happens to be higher than the contracted fuel's price, no exceptions. Due to extreme energy volatility and delivery costs, it has to be the company's decision to deliver or not, every time, no exceptions.
- If customer fails to use or purchase all the guaranteed contracted gallons in this contract by the contract ending date, these leftover contracted gallons may be delivered after the contract end date at the contract price, converted to money credits and priced out at the current credit retail price, liquefied by the company, as liquefied damages, and/or charged out a \$1.75 per gallon penalty over and above the full face value of both the contracted gallons, and the total money owed in this contract, company's choice. Once you sign this contract, you will be liable for the full face value of this contract.
- If customer either fails to honor his or her obligation or terminates this contract for any reason (sold house, medical reasons, money, death, alternative heat, lower price, etc.), company reserves the right to keep any unused contracted gallons, keep any money credits remaining, convert any remaining contracted gallons to money credits, charge a \$ 1.75 per gallon penalty for any unused contracted gallons, or any combination of these, at the company's discretion. The \$ 1.75 per gallon penalty is a penalty over and above the full face value of both the contracted gallons and the total money owed in this contract. This penalty is not a "buy-out" clause. This contract does not include any provision for a buy-out clause. Each customer is responsible for the full face value of the contract, both the total contracted gallons and the total contracted money amount in this contract. The customer must use all their contracted gallons by the contract end date.
- The contract prices fixed or capped in this contract are based upon market conditions prevailing at the time of its execution. Purchases are made by company from their supplier, based on customer's guaranteed promise to purchase the total amount of contracted gallons ordered. Contract prices may be quoted higher or lower than the price in this contract on any given day, due to changes in the daily market conditions. The company locks in the price and supply with their suppliers on the day this contract is executed, just like the customer locks in their price and supply with Fielding's Oil & Propane Inc. in this contract. Just as the customer has a fixed or capped contract with company, Fielding's Oil & Propane Inc. has a fixed or capped contract with their suppliers. Company assumes all risk if prices increase during agreement. Customer assumes the risk and agrees to pay the fixed, capped, or daily contract price, depending on your contract type, regardless of what the daily credit or cash price is at the time of delivery. Fixed price customers pay the contracted fixed price, regardless of what the daily credit or cash price is at the time of delivery. Cap customers pay the capped fixed price or the daily contract price, whichever is lower at the time of each delivery. The daily contract price is not the same as the daily credit price or the daily cash price. The daily contract price goes up and down with the market, just like the daily credit and daily cash price does, but is based on the daily contract market, not the daily credit or daily cash market. The daily contract price, which goes up and down with the market on any given day, may run 10-40 cents per gallon higher than the daily credit or daily cash price. The reason for the difference in pricing is due to the nature of buying and protecting a future contract.
- When and if the customer runs out of fixed or capped fuel, the price per gallon reverts back to the daily credit or daily cash price at the time of delivery. Automatic delivery continues until the customer notifies company, either in writing or by telephone, even if contracted gallons are used up. We do not want any of our customers to run out of fuel. In no event will the company be held liable or responsible for any damages incurred as a result of delay in delivery shortages beyond our control such as any "Act of God", including inclement weather, natural disasters, floods, etc.
- If customer fails to honor this contract for any reason and Fielding's Oil & Propane Inc. has to take legal action to recover lost damages, customer will be liable for all legal, lawyer and court fees incurred by Fielding's Oil & Propane Inc., in addition to the original contract obligation and any penalty fees applied and set forth in this contract. (Refer to paragraphs 3 & 4.) Company may terminate contract at its own discretion if customer fails to abide by his or her obligation. These obligations include, but are not limited to the following: late budget payments, non-payment, service balances over 30 days, refusal of deliveries, etc.
- If all contracted gallons are used before the last budget payment is due, customer must pay all remaining budget payments and any outstanding balances remaining on the account or accounts, within 30 days of the last delivery or service work provided.
- This contract is and will be secured by one of the options set forth under Maine State Law, 10 M.R.S.A. *1110 (2)

©2016 Fielding's Oil & Propane Inc.

PRICE PROTECTION CONTRACT

Fielding's

Oil & Propane



Keeping You Warm For Over 40 Years

| | |
|--------------------|---------------------|
| Augusta | 207-623-3322 |
| Auburn | 207-782-1362 |
| Bangor | 207-947-5800 |
| Biddeford | 207-283-6633 |
| Brunswick | 207-729-8887 |
| Rumford | 207-364-1555 |
| Scarborough | 207-883-3194 |
| Waterville | 207-872-0200 |
| York | 207-363-9900 |
| Portsmouth | 603-436-2005 |
| Rochester | 603-335-6003 |
| Dover | 603-742-4800 |
| Exeter | 603-778-3700 |
| Toll-Free | 800-491-3194 |

www.fieldingsoil.com

Fielding's Oil & Propane Inc. Price Protection Contract Form

Customer Name _____

Customer Delivery Address _____

City _____ State _____ Zip Code _____

Customer Mailing Address _____

City _____ State _____ Zip Code _____

Home # _____ Work # _____ Cell # _____

Social Security / Tax ID # _____ Account # _____

Automatic Delivery Will Call Delivery Customer Type _____
(Option on Pre-Buy Fixed Plan Only)

Heat Only Heat/Hot Water Current Tank Level: Empty 1/4 1/2 3/4 Full

FUEL TYPE: Heating Oil K-1 Kerosene Propane Diesel Fuel

PLAN OPTION: Pre-Buy Fixed Pre-Buy/Budget Fixed Budget Fixed
(Full payment required) (1/3 down payment required) (Equal payments required)
 Fixed Price Budget Float
(Upon request) (Equal payments required)

Do you want to purchase the optional downside protection insurance? Yes No

Contract Start Date _____ / _____ / _____ Contract Ending Date _____ / _____ / _____

Contract Gallons _____ @ Price \$ _____ / Gallon \$ _____

Downside Protection Fee: _____ @ Price \$ _____ / Gallon \$ _____

Credit Card Service Charge: _____ @ Price \$ _____ / Gallon \$ _____

Maine Sales Tax: _____ @ 5.5 % \$ _____

Previous Balance or Credit: \$ _____

Total Contract Amount: \$ _____

Amount Due: Full payment 1/3 Down payment Budget payment \$ _____

First payment made by: Cash Credit Card Check # _____

Monthly Budget: _____ Months @ \$ _____ / Month \$ _____
(Monthly budget payments are due by the fifteenth of each month)

Month Budget Begins: _____ / _____ / _____ Month Budget Ends: _____ / _____ / _____

Customer Signature: _____ Date: _____ / _____ / _____

Company Signature: _____ Date: _____ / _____ / _____

Contract Mailed Date _____ / _____ / _____ Contract Due Back By Date _____ / _____ / _____

Please mail contract back to this address with first payment before the contract due back by date:

Fielding's Oil & Propane Company
Post Office Box 364
Scarborough ME 04070-0364