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RETAIL FUEL DELIVERY AGREEMENT General Terms and Conditions

In these Terms and Conditions the words we, us, our, Seller and ours mean Parsch Oil & Propane Co.. The words you, your and yours mean each and every Buyer. The word location means the address identified by you as the location for us to deliver fuel. These Terms and Conditions shall apply to any oil or services delivered after September 1, 2016 (the "Effective Date").

1. **Deliveries:** Fuel deliveries will be made to you at your location on an automatic degree-day basis, subject to these terms and conditions. By accepting your next oil delivery after receipt of these General Terms and Conditions, you are agreeing to the provisions contained in the paragraphs below.

2. **Pricing; Pricing Period:** We offer to sell you fuel, together with a price plan and for a pricing period on terms that we and you agree on ("Price Plan"). The word Agreement means collectively the Price Plan, these terms and conditions and any agreed renewal terms. You agree to the use of electronic communication, including the Internet or telephonic recordings (or similar technology) to enter into contracts, place orders and create other records with us.

3. **Non Delivery Conditions:** We shall be deemed not to be in breach of the Agreement to the extent that we are prevented from or delayed or hindered in performing with what would otherwise be our obligations by any circumstances which are beyond our control or which we could not reasonably be expected to control, including but not limited to: act of terrorism, war, riot, blockage, embargo, strike, lockout, fire, explosion, flood, extreme adverse weather, accident, shortages of fuel or labor, transport or electricity or acts of any type by any governmental authority, or the inability of our hedging counterparty under our hedging instruments to fulfill its obligations pursuant to the instrument's terms or if your demand for fuel exceeds all reasonable estimates of what you will consume, based on your past usage if an existing customer or on our estimates, if a new customer. We will not be responsible for damages for failure to deliver fuel to vacant or unattended premises (in these terms and conditions, 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. **Fuel Tank, Oil Piping and Environmental Liability Disclaimer:** Under no circumstances are we obligated to repair or replace a tank, oil lines and or piping because we are providing fuel to you. You are responsible for the condition and maintenance of the fuel tank, oil lines and piping at your premises. We assume no liability for same. The Agreement does not insure against tank or oil line leakage or any damages to persons or property resulting from tank or line leakage. The Agreement does not cover installation, cleanup, removal, remedial, or other costs of compliance with any environmental or other laws, rules or regulations. WE WILL NOT BE RESPONSIBLE FOR BODILY INJURY, PROPERTY DAMAGE, OR A DECREASE IN PROPERTY VALUE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF ANY PETROLEUM SUBSTANCES OR DERIVATIVES INTO OR UPON YOUR PROPERTY, ANY SURROUNDING PROPERTY, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER UNLESS CAUSED BY OUR GROSS NEGLIGENCE.

5. **Waiver of Subrogation:** Both Buyer and Seller do hereby mutually waive any and all rights of subrogation and or recovery, against each other, including our officers, members, agents and employees, occurring on or arising out of the Agreement, the delivery of heating oil and any system service or repair at your premises to the extent such loss or damage is covered by proceeds received from casualty, homeowners or other insurance carried by the other party. The party sustaining such loss shall have no right of recovery against the other party, or the agents, servants, contractors or employees of the other party; and 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 or assignment or otherwise.

6. **Services Charges:** If we perform service work for you, which is not covered by any type of written 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.

7. **Billing:** You agree to pay the full amount shown on each invoice in full. If you have not paid an invoice for fuel, services and/or a service contract in full within 30 days, we will send you a statement ("Statement") showing the

amounts due for deliveries, service charges and any other amounts due for more than 30 days. We will charge you a \$25.00 fee for all returned checks with the exception of New York where we will charge \$20.

8. When a Late Fee will be Added: If we do not receive full payment of any invoice by 30 days from the invoice date, you must pay a late fee. The late fee will appear on your next Statement. We compute the late fee based on a periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, with a minimum late fee of \$0.50. We will figure the late fee using the Adjusted Balance Method. In no event will the late fees be more than the law allows.

9. 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 and agency fees and court costs. We can accept late payments, partial payments or payments marked "payment in full," without losing any of our rights under the Agreement. We can also delay in enforcing our rights under the Agreement without losing any of our rights under the Agreement.

10. Arbitration of Disputes: Any controversy or claim initiated after the Effective Date arising out of or relating to this contract or any breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the forgoing, any controversy or claim may be submitted by either Buyer or Seller to a small claims court having jurisdiction of the controversy or claim. Buyer and Seller agree that for any claim initiated after the Effective Date either MAY BRING CLAIMS AGAINST THE OTHER ONLY IN BUYER OR SELLER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, Buyer and Seller agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

11. Assignment: You are not allowed to assign the Agreement or any rights hereunder without our prior written consent.

12. Termination: You agree to remain responsible for payment for all deliveries made and services rendered before the 30-day period expires and for the early termination fee due (Section 13). If you fail to make a payment on time, we may suspend deliveries and service or terminate the Agreement with or without notice and without further responsibility. These terms and conditions remain in effect until we issue new terms and conditions. The Price Plan remains in effect until its expiration date, or unless terminated as provided in these terms and conditions.

13. Early Termination Fee: If you are on a protected price plan and your account is terminated by you or by us pursuant to Section 12 (Termination) or for any other reason, you have agreed in your protected price plan to pay us an early termination fee for liquidated damages and to remain responsible for payment of all deliveries made and services rendered prior to the effective termination date. You and we expressly acknowledge and agree that it would be extremely difficult to determine our actual damages as a result of your breach of the Agreement, and that the early termination fee as liquidated damages is a fair and reasonable estimate of such actual damages in light of the magnitude of the actual or anticipated harm that will be caused to us by any breach by you.

14. Limits of Liability: We will not be responsible for loss or damages due to or resulting from: changes in oil consumption; your failure to schedule maintenance; acts of God; terrorism; strikes; riots; material or labor shortages; fire; flood; hurricane; power interruption or loss; accidents; governmental acts; abuse or misuse of equipment; spontaneous part failure; insufficient water; frozen or jelled oil lines; or any other conditions beyond our reasonable control, including a vacant, unattended or unoccupied house. TO THE MAXIMUM EXTENT PERMITTED BY LAW, we will have no liability for direct or indirect, special or consequential damages of any kind. We are not responsible for secondary damage as a result of a delay in rendering service. Any and all actions, whether based in contract or tort, whether for personal injury or property damage, and whether brought by buyer or buyer's insurance company, must be commenced within one year of the cause of action or shall be barred as a matter of law. IN NO EVENT SHALL OUR LIABILITY TO YOU OR OTHERS UNDER THE AGREEMENT OR OTHERWISE EXCEED \$1,000.00.

15. Severability: If a court or regulatory agency of competent jurisdiction holds any provision of the Agreement to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

16. Governing Law; Entire Agreement: The law of the state where the delivery or service is provided governs the Agreement. These terms and conditions and the Price Plan and any agreed renewal terms together constitute the entire agreement between us. Any statements not contained in these terms and conditions, the Price Plan and any agreed renewal terms are not part of the Agreement.