



The Promise Plan: Terms & Conditions

1. All fuel deliveries will be made on an Automatic delivery basis, unless customer specifically requests Will Call delivery.
2. Once customer signs up for the Promise Plan program with price protection, the company must hedge that fuel for the coming season. Consequently, the cap fee is nonrefundable. Should the customer stop purchasing fuel for any reason during the program period, they will be subject to an early-termination fee of \$199.00.
3. All Promise Plan payments must be received by the due date shown on your statement. In the event that payment is past due, the Promise Plan program may be terminated at the option of Tri Gas & Oil. All other standard account payment terms will apply on late payments.
4. This agreement is exclusive of any applicable taxes. Taxes will be added to the agreed cap price for final price.
5. This agreement is not subject to any act of any governmental authority related to supply or price. The agreement is also not subject to market conditions, any natural phenomenon, strike, embargo, disaster, or act of God which may interrupt, limit, or halt the supply of fuel, temporarily or permanently. No claim shall be made under this contract for special or consequential damages.
6. This contract shall not be transferred or assigned by customer in whole or in part, directly or indirectly.
7. The total number of price-protected gallons are estimated based on previous year's usage. Additional gallons of fuel purchased beyond budgeted gallons shall be billed at our normal posted market price on date of delivery.
8. Cap fee is nonrefundable and will be included in the monthly plan. If agreement is terminated, customer will be billed the total cap fee.
9. The Promise Plan shall renew automatically unless terminated in writing by either party.
10. Price cap applies to a maximum of 600 gallons per year. Accounts that have usage exceeding 600 gallons annually will require additional price cap protection.