

<https://supremeoil.us/terms-of-use-and-conditions/>

## **Terms of Use & Company Terms and Conditions.**

Welcome to the Supreme Oil & Service Corp website and other related or linked Supremeoil.us sites (the "Site"). Supreme Oil & Service Corp. its subsidiary companies and affiliates (collectively, "Supreme Oil" or "Company" or "We") provide this Site and certain services, interfaces, and functionality on or via this Site (collectively, the "Services") to you for your information, education, and communication. Please read these Terms of Use and the Privacy Policy before using the Site. Your use of this Site or the Services will signify your acceptance of the Terms of Use. Once accepted, these Terms of Use will constitute a binding agreement between Supreme Oil & Service Corp., and you governing your access to and use of the Site or Services. If you do not agree to these Terms of Use, do not access, or use this Site or the Services. Please note that certain services or other Supreme Oil sites may be governed by separate or additional policies or terms, and you will also be subject to such terms when accessing or using those services or sites. All such special terms are incorporated by reference into these Terms of Use.

## **CHANGES TO TERMS OF USE**

Supreme Oil & Service Corp. reserves the right to change the Terms of Use at any time without notice. By browsing this Site, each visitor accepts and agrees to be bound by the Terms of Use. Visitors should review these Terms of Use each time they revisit this Site.

## **Other Terms and Conditions**

By doing business with Supreme Oil & Service Corp you have agreed to all our terms in conditions listed here. If you have any questions, please revise our terms in condition for each department/condition.

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## **DELIVERY POLICY**

Please note, a picture of your house, fill location, and tank are required before receiving the first delivery. Please send the pictures to our email [Info@supremeoil.us](mailto:Info@supremeoil.us) & include your delivery address in the Subject line. If it is determined that your tank is not safe for delivery, you will be notified immediately. Delivery dates are estimated. If the preferred date(s) is/are not available or if we can't deliver as requested, we will contact you to reschedule. While we make every effort to deliver fuel as requested there are times, due to road conditions or access to properties that prohibit our ability to make the delivery. We cannot assume responsibility should you experience a run-out. If access to your fuel tank is locked or in a locked building or area, we will be unable to deliver fuel, please make sure on the day of delivery or the day before, our driver will be able to access the fill location for your tank. We cannot assume responsibility should you experience a run-out. If you are on automatic delivery, you should not request fuel unless you are very low or out of fuel and any request for fuel must be for a FILL. When you are on automatic delivery, it is your responsibility to advise our office of any change in your household fuel usage (ie. a new or different heating system installed, a home addition, a sick family

member, etc.). If we are not notified of a change in your household status, we cannot assume responsibility should you experience a run-out. Also, if you move or sell the home and fail to notify us in time to avoid an unwanted delivery, the cost of the fuel will be your responsibility. The Company is not responsible for oil spills, leaks, or other damages that may result from information that was submitted incorrectly by the customer. This is including but is not limited to tank size, tank location, disconnected tanks, etc. The company is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer.

**Our hours vary by the office but are typically 8:00 AM to 5:00 PM Monday through Friday during the winter season and 8:00 AM to 12:00 PM during the summer season. Answering service is available for emergency after-hours calls.**

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## **NEW RESIDENTIAL/COMMERCIAL CUSTOMER REGISTRATION POLICY**

### **FUEL TYPES AVAILABLE**

- o Heating Oil - Only for inside tanks or tanks protected from exterior air.**
- o Clear & Dyed ULSD - For outside tanks, generators, off-road/on-road vehicle/equipment, and others.**

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### **SERVICE AVAILABLE**

- o Supreme installs all types of home heating systems (not just oil systems)**
- o Supreme services all fuel types of furnaces, heat pumps, and air conditioners (this includes oil, natural gas, propane, and electric systems)**
- o Service Protection Plans – we can provide boiler/furnace protection. Contact us for more information.**

### **DELIVERY TYPES**

- o Will Call Delivery - You control when and how much fuel is ordered and delivered. Minimum required 150 gallons. There is a \$75.00 delivery fee if the tank takes less than 150 gallons.**
- o Automatic Delivery\* - Supreme monitors fuel usage and delivers fuel automatically when needed (tank(s) must be filled at each delivery). If you run out of fuel, due to our error, during regular business hours, delivery will be made immediately. If you run out after business hours, 10 gallons of heating oil will be delivered by a service tech, there will be no service fee, you pay only for fuel and your regular delivery will be made the next business day.**

**With automatic delivery, it is your responsibility to notify us of any changes in consumption, we assume no responsibility for runouts if:**

- o You use an alternate heat source; we cannot guarantee you will not run out.**

- The addition of a new room or rooms.
- Change in household: retirement, an elderly parent, or new baby.
- Installing or removing an oil-fired hot water tank.
- Going on an extended winter vacation.

**\*If you move or sell your home, and are on automatic delivery, it is your responsibility to contact us immediately of the change. If we are not notified, any subsequent fuel delivery will be billed to you and due from you.**

### **PLANS AVAILABLE**

**o Fixed Plan – Allows customers to lock in their price for the heating season, see our plans for more details. There is a \$500.00 cancellation fee if you cancel this plan before May 30.**

**o PRE-BUY Plan – Allows you to pre-purchase fuel, and provides price protection on fuel for 500 gallons. Payment in full is due at the time of enrollment. Must consumer first deliver within 3 weeks of signing contract. After 500 gallons are delivered, you will accept oil at an automatic price, or you have the option to do another pre-buy or Fixed plan until the heating season is over (May 30). After May 30th, any unused fuel for the season is credited to your account only. There are no refunds for this plan, please see plans for more details. There is a \$500.00 cancellation fee if you cancel this plan before May 30th.**

### **TERMS & CONDITION**

**When registering as a new customer, if you would like to apply for credit terms, please check the box indicating your request and you will be contacted by our credit department to gather additional information to process your request. You will be notified of our decision by phone or in writing.**

**It is important to verify all your information. Please notify us if your Billing Address is different than the delivery location, this information must be documented properly.**

**Our first delivery to your location requires a fuel tank inspection to confirm it is in good working order. Access to the tank must be made available or we will be unable to deliver fuel.**

### **PAYMENT & BILLING POLICY**

**If your account is COD (Cash on Delivery/Check on delivery) basis, payment in full is required at the time of your order. If you have credit terms on your account, you must pay within the terms on the account. If your payment is not received within 10 days, a finance charge for late payment will be assessed to your account.**

### **LATE PAYMENT CHARGES**

**LATE PAYMENT CHARGES FOR RESIDENTIAL ACCOUNTS WILL BE DETERMINED BY APPLYING A PERIODIC RATE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) TO THE AVERAGE DAILY BALANCE FOR EACH DAY BEYOND 30 DAYS OF THE INVOICE DATE. LATE PAYMENT CHARGES FOR COMMERCIAL ACCOUNTS WILL BE DETERMINED BY APPLYING A PERIODIC RATE OF 2.0% PER MONTH (ANNUAL PERCENTAGE RATE OF 24%) TO THE AVERAGE DAILY BALANCE FOR EACH DAY BEYOND 30 DAYS OF THE INVOICE DATE.**

**OTHER FEES AND CHARGES**

- 1. \$50.00 RETURNED PAYMENT CHARGE**
- 2. \$75.00 charge for Deliveries under 150 gallons, Unsuccessful deliveries, or customer canceling deliveries**
- 3. \$275.00 PRIME AND START FEE**
- 4. 3.5% Surcharge fee for Credit Card Payments**

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**Online Terms and Conditions of Sale**

**1. GENERAL: Any sales of material ("Product") by Supreme Oil & Service Corp., its subsidiaries, and affiliates ("SELLER") shall be subject to all the terms and conditions of sale set forth below except to the extent such terms and conditions of sale are incompatible with the provisions that are contained in any other agreement between BUYER (the purchaser of fuel) and SELLER that has been signed by a Corporate officer of SELLER ("Written Agreement"). These Terms and Conditions of Sale shall take precedence over any differing terms in any other documentation of BUYER or SELLER including, but not limited to, any other clauses or terms which appear on any letters, purchase orders, or order slips of BUYER or invoices of SELLER. No terms, conditions, or representations other than those set out in these terms and Conditions of Sale including, but not limited to terms, conditions, or representations made by any employee, agent, or representative of either party shall be binding on the other party unless expressly agreed to in writing and signed by an authorized representative of such party. If BUYER and SELLER have entered into a Written Agreement, these Terms and Conditions of Sale, together with the Written Agreement, shall constitute the entire agreement between BUYER and SELLER.**

**2. PRICE AND PAYMENT TERMS: The price for the Product will be as specified in the SELLER's invoice. If BUYER does not have credit terms, it is understood that the account will be COD (payment due on Delivery). If the BUYER has applied for and is approved for credit terms, payment will be due within the time frame specified. If payment is not received by SELLER when due, any outstanding amount shall bear interest as follows: If a consumer account, the outstanding amount shall bear interest at the monthly rate of 1.5% (18% per year), if a commercial account, the outstanding amount shall bear interest at the monthly rate of 2% (24% per year) payable on the first day of default and the first day of every month thereafter until paid in full. BUYER also shall pay to SELLER on demand all expenses, including reasonable legal fees and court costs incurred by SELLER in protecting or enforcing any of its rights under these Terms**

and Conditions of Sale and Written Agreement, or otherwise. SELLER may, at its sole discretion, grant credit to BUYER in respect of Product purchased hereunder upon such terms and conditions as SELLER may establish from time to time. BUYER agrees and acknowledges that SELLER may at any time refuse to grant or extend credit to BUYER or that SELLER may demand immediate payment of all indebtedness outstanding in respect of the Product purchased hereunder.

3. WARRANTIES: The warranties described in this paragraph are instead of all other warranties. SELLER warrants that the Product owned and supplied by SELLER to BUYER shall meet the description stated on the invoices or upon the original container in which such product is supplied. BUYER AND SELLER AGREE THAT SELLER DOES NOT MAKE OR INTEND, AND SELLER DOES NOT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED AND THAT SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THAT PURPOSE IS KNOWN TO SELLER. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, NOT SPECIFICALLY AGREED TO IN WRITING BY THE SELLER, ARE EXPRESSLY EXCLUDED.

4. PRODUCT QUANTITY: SELLER will not be required to deliver to BUYER a quantity of Product exceeding that specified in the Written Agreement or if there is no Written Agreement between BUYER and SELLER, the quantity stated by SELLER at the time SELLER confirms BUYER's order. SELLER reserves the right to deliver Product deviating from the specified weight or quantity.

5. DELIVERY: Title, together with the risks and benefits of ownership, including without limitation the risk of loss or delay of Product, shall pass to BUYER when the Product is delivered to the BUYER or when placed in the custody of the first carrier engaged to transport the Product, if not delivered by SELLER. Each delivery shall be a separate and independent transaction. Delivery times or dates provided by SELLER are estimates for planning purposes only and time shall not be of the essence SELLER's liability for early, late, or failure to deliver is expressly subject to the provisions of section 7 and section 8 of these Terms and Conditions of Sale. The Company is not responsible for oil spills, leaks, or other damages that may result from information that was submitted incorrectly by the customer. This is including but is not limited to tank size, tank location, disconnected tanks, etc. The company is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer.

6. TRANSPORTATION DESTINATION: Unless otherwise agreed, SELLER shall arrange for transportation of Product to the transportation destination specified in the invoice or [bill of lading] ("Transportation Destination"), if within our trade/market area. Cost for delivery will be at the expense of the BUYER and will be reflected in either the selling price of the Product or as a separate delivery or handling charge.

7. LIABILITIES-CLAIMS-INDEMNIFICATION: BUYER shall inspect all Products before use or incorporation into any manufacturing or other process of BUYER. Delivery of Product to BUYER by SELLER under section 5 of these Terms and Conditions of The sale shall be considered acceptance of same and a waiver by BUYER of claims with respect thereto unless BUYER gives SELLER written notice of claim within thirty (30) days after the date such Product was delivered. SELLER's TOTAL LIABILITY FOR PRODUCT SOLD HEREUNDER, WHETHER BASED ON CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL

OR EQUITABLE THEORY, WILL NOT EXCEED THE SELLING PRICE OF THE PRODUCT INVOLVED IN THE CLAIM AND NEITHER PARTY WILL BE LIABLE FOR ANY PROSPECTIVE PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. BUYER assumes all risk and responsibility for the handling of Product following delivery, for the results obtained using Product in a manufacturing process or otherwise, and for the results obtained by the use of Product in combination with other substances, irrespective of the fact that such use or handling of Product is under any description, advice or suggestion of SELLER. The provisions of this Section 7 will survive termination or performance of this transaction. BUYER will indemnify, defend and hold harmless SELLER and its partners, managers, officers, directors, employees, and agents against any liability (whether strict or otherwise) for any claim, loss, or expense, direct or indirect, on account of any injury, disease or death of any person (including BUYER's employees) or damage to property (including BUYER's) arising out of BUYER's transportation, storage, handling, sale, use or disposal of Product supplied by Seller.

8. EXCUSES FOR NONPERFORMANCE: SELLER will be excused from the obligations hereunder to the extent that performance is delayed or prevented by any circumstances (except financial), direct or indirect, reasonably beyond its control including but not limited to fire, war, civil disturbance, floods, accidents, explosion, mechanical breakdown, strikes or other labor trouble, plant shutdown, unavailability of or interference with the usual means of transporting the Product or compliance with any law, regulation, order, recommendation or request of any governmental authority (collectively, "Force Majeure"). In addition, the SELLER will be so excused in the event it is unable to acquire any from its usual sources on terms it deems to be reasonable, any Product due to Force Majeure reasons. If, because of such circumstances, there should be a shortage of any Product from any of SELLER's suppliers for Force Majeure reasons, SELLER will not be obligated to change its supply point for BUYER, purchase Product for BUYER, or to change the facility where Product is obtained for BUYER in order to perform this Agreement and SELLER may apportion its available Product among itself, its affiliates and all its customers in such manner as SELLER, in its sole discretion, determines is reasonable.

9. REMEDIES: If the BUYER fails to pay, when due, any invoice or any other indebtedness to SELLER (whether or not under these Terms and Conditions of Sale or another Written Agreement), with or without notice, or fails, within 10 days of receiving notice of a breach of any other obligations hereunder, to remedy such breach, SELLER may, in addition to any other remedies, suspend shipments or deliveries, change terms of payment, credit, or terminate any order for Product or any Written Agreement forthwith without notice to BUYER. The buyer's obligation to perform will not be limited by any previous waiver by the SELLER. Any order governed by these Terms and Conditions of Sale or any Written Agreement shall immediately terminate at the sole option of SELLER without the necessity of written notice should BUYER be declared insolvent, file or have filed against Buyer, a petition in bankruptcy, make a general assignment to its creditors, or be dissolved or liquidated.

10. NOTICES: Notice by either SELLER or BUYER shall be by prepaid mail or electronic mail addressed to the other Party at its address set out in any Written Agreement. If there is no Written Agreement, notices to BUYER will be sent to the address to which invoices are sent by SELLER, and notice to SELLER will be sent to the attention of

Supreme Oil & Service Corp. 75 South Broadway Suite 400 White Plains NY 10601. Notice will be considered given upon receipt.

11. SEVERABILITY AND WAIVER: Should any provision of these Terms and Conditions of Sale be or become illegal or unenforceable, such provision shall be considered separate and severable from these Terms and Conditions of Sale and the remaining provisions shall remain in force and be binding upon SELLER and BUYER as though such provision had never been included. Any waiver by SELLER of any breach of any term or condition of these Terms and Conditions of Sale shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

12. ASSIGNMENT: Neither these Terms and Conditions of Sale nor any Written Agreement may be assigned in whole or in part by either party, whether by operation of law or otherwise, without the express prior written consent of the other party, which consent may be withheld for any reason whatsoever. In the event of an ownership change of BUYER, SELLER must be notified in writing immediately for credit underwriting of the new owner(s) until such time as the new owner is approved for credit terms the account will default to a COD (payment due on delivery) account.

13. CONFESSION OF JUDGMENT: BUYER HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY, ANY ATTORNEY, OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR BUYER, AND, WITH OR WITHOUT NOTICE OR OPPORTUNITY TO CURE, CONFESS JUDGMENT AGAINST BUYER, AND IN FAVOR OF SELLER, FOR UNPAID OBLIGATIONS NOW DUE AND/OR TO BECOME DUE AS A RESULT OF CREDIT EXTENDED UNDER THIS COMMERCIAL CREDIT APPLICATION, INCLUDING, WITHOUT LIMITATION, ALL ACCRUED AND UNPAID INTEREST, CHARGES, EXPENSES, OR OTHER AMOUNTS PAYABLE HEREUNDER, WHETHER BY ACCELERATION OR OTHERWISE, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION EQUAL TO THE GREATER OF (A) FIVE HUNDRED DOLLARS (\$500) OR (B) FIFTEEN PERCENT (15%) OF ALL AMOUNTS TO BE COLLECTED, WITH RELEASE OF ALL ERRORS, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION, TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE, OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS SELLER SHALL ELECT, UNTIL SUCH TIME AS ALL OBLIGATIONS HEREUNDER SHALL HAVE BEEN SATISFIED.

14. GOVERNING LAW. These Terms and Conditions of Sale will be interpreted, and the rights, obligations, and liabilities of the Parties determined under the laws of New York, without regard to its conflicts of law principles. BUYER hereby consents to the jurisdiction of state and federal courts situated in Westchester County, NY in the event of any action related to or arising from these Terms and Conditions of Sale or any Written Agreement and waives any right to object to the venue laid therein. BUYER waives the right to a trial by jury.

15. CREDIT LIMITS: BUYER acknowledges that the account with SELLER will have a credit limit if approved for terms. Otherwise, the account will be considered COD (Cash on Delivery). The account limit is determined based upon a combination of the SELLER's customer requirement needs, credit scores, and any other relevant information. Credit

limits are typically reviewed annually unless circumstances change to support a more frequent review. Any open order amount combined with the existing outstanding invoice balance that exceeds the account credit limit will require an order to be placed in "Hold Status" until such an issue is resolved.

16. ORDER HOLD: Outstanding invoices greater than SELLER approved terms from the invoice date at the time of order placement will require an order to be placed in Hold Status and requires payment before releasing.

17. LIQUIDATED DAMAGES FOR COLLECTIONS: In the event BUYER defaults on this account and SELLER refers collection of this account to an attorney or debt collection agency, BUYER agrees to pay by way of liquidated damages, and not as a penalty, a sum equal to the greater of (A) Five Hundred Dollars (\$500) or (B) fifteen percent (15%) of all amounts to be collected as SELLER's reasonable counsel or other collection fees.

18. CONFIDENTIALITY: Neither party shall disclose any confidential and proprietary information of another party or the existence and/or the terms of these Terms and Conditions of Sale to any third party unless upon prior written consent of the other party.

19. MISCELLANEOUS PROVISIONS: The terms hereof shall be binding upon the heirs, successors, administrators, and assigns of the BUYER. The obligations of all persons signing as BUYER hereunder shall be joint and several. No waiver by SELLER of default of any provision hereof shall operate as a subsequent waiver of any default under the same or any other provision hereof. Acknowledgment of acceptance of this agreement by SELLER is waived by BUYER. This Commercial Credit application may be signed by the BUYER and delivered to SELLER by electronic or facsimile transmission which shall be as effective as delivery of a manually executed counterpart hereof. If delivered by electronic or facsimile transmission, BUYER shall promptly deliver a manually executed counterpart hereof, provided that any failure to do so shall not affect the validity hereof. BUYER acknowledges that this Commercial Credit Application is for business customers only (including sole proprietorships) and any credit provided by SELLER in connection herewith is not to be used for the purchase of equipment or services for personal, household, or family purposes.

Everything stated in this Application and Terms and Conditions of Sale is true and correct to the best of the BUYER's knowledge. BUYER understands SELLER will retain the account information whether the BUYER is approved for terms. BUYER has read and agrees to the Terms and Conditions of Sale.

#### Privacy Policy

Supreme Oil & Service Corp. and its affiliates and subsidiaries, ("Company" or "we" or "us" or "our") respects the privacy of its users ("user" or "you") that use our website located at [www.supremeoil.us](http://www.supremeoil.us), including other media forms, media channels, mobile website or mobile application related or connected thereto (collectively, the "Website") and safeguard any information collected. The company only collects, retains, and uses information about you required to maintain your account. In the event you terminate your customer relationship with us or become an inactive customer, we will continue to adhere to the policies described in this policy notice. The following Company information Privacy Policy ("Privacy Policy") is designed to inform you, as a user of the Website, about the types of information that the Company may gather about or collect



from you in connection with your use of the Website. It also is intended to explain the conditions under which Company uses and discloses that information, and your rights to that information. Therefore, this Privacy Policy Agreement shall apply to Supreme Oil & Service Corp (Supreme Oil & Service Corp, its affiliates, and subsidiaries) and shall govern all data collection and usage thereof. Using the Supreme Oil online fuel site, you are consenting to the following data procedures expressed within this agreement. Changes to this Privacy Policy are discussed at the end of this document. Each time you use the Website, however, the current version of this Privacy Policy will apply. Accordingly, each time you use the Website you should check the date of this Privacy Policy (which appears at the beginning of this document) and review any changes since the last time you used the Website.

#### INFORMATION COMPANY COLLECTS:

We collect, retain, and use non-public personal information about individual customers, as allowed by law, to provide products and services to our customers. We collect nonpublic personal information from such sources as:

- Information we receive from you on applications and other forms such as your name, address, social security number, date of birth, assets, and income.
- Information about your transactions with us, such as your account balance, payment history, credit card information, and parties to transactions.
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

We continually strive to maintain complete and accurate information about you. Should you ever believe that our records contain inaccurate or incomplete information about you, please contact us. We will investigate your concerns and correct any inaccuracies that we have the power to change.

#### INFORMATION WE SHARE:

Our company does not sell customer information to outside parties. We do not disclose any nonpublic personal information about you to anyone, except as required by law or that you request, we release.

#### WHO RECEIVES INFORMATION AND WHY:

We do not disclose any nonpublic personal information about our customers, or former customers, to anyone, except as required by law. There may be occasions where we are legally required to disclose information about you, such as in response to a subpoena, to prevent fraud, or to comply with a legal request by a governmental agency or regulator.

#### HOW WE PROTECT YOUR INFORMATION:

We understand that the protection of your non-public personal information is of the utmost importance. Guarding your privacy is our obligation. Our company maintains strict procedures and policies to safeguard your privacy. We educate our employees about the importance of confidentiality and customer privacy. We maintain physical,

procedural, electronic, and technical safeguards to protect your nonpublic personal information to prevent any loss, misuse, unauthorized access, disclosure, or modification of the user's personal information under our control.

**LINKS TO OTHER WEBSITES:**

Our website does contain links to affiliates and other websites. Supreme Oil & Service Corp does not claim nor accept responsibility for any privacy policies, practices, practices, and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of each website that collects personally identifiable information. The Privacy Policy Agreement applies only and solely to the information collected by our website.

**UNSUBSCRIBE OR OPT-OUT:**

All users and/or visitors to our website have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters. To discontinue or unsubscribe to our website please send an email that you wish to unsubscribe to info@supremeoil.us. If you wish to unsubscribe or opt-out from any third-party websites, you must go to that specific website to unsubscribe and/or opt out.

**ACCEPTANCE OF TERMS:**

Using this website, you are hereby accepting the terms and conditions stipulated within the Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our site(s). In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you agree and acceptance of such changes.

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**OFFICE LOCATION:**

Supreme Oil & Service Corp.

75 South Broadway Suite 400

White Plains NY 10601

Tel: 914-893-4800

Fax: 914-893-4170

www.supremeoil.us

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## **PAYMENT & BILLING POLICY**

If your account is COD (Cash on Delivery/Check on delivery) basis, payment in full is required at the time of your order. If you have credit terms on your account, you must pay within the terms on the account. If your payment is not received within 10 days, a finance charge for late payment will be assessed to your account.

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LATE PAYMENT CHARGES FOR RESIDENTIAL ACCOUNTS WILL BE DETERMINED BY APPLYING A PERIODIC RATE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) TO THE AVERAGE DAILY BALANCE FOR EACH DAY BEYOND 30 DAYS OF THE INVOICE DATE. LATE PAYMENT CHARGES FOR COMMERCIAL ACCOUNTS WILL BE DETERMINED BY APPLYING A PERIODIC RATE OF 2.0% PER MONTH (ANNUAL PERCENTAGE RATE OF 24%) TO THE AVERAGE DAILY BALANCE FOR EACH DAY BEYOND 30 DAYS OF THE INVOICE DATE.

## **DELIVERY POLICY**

A picture of your house, fill location, and the tank is required before receiving the first delivery. Please send the pictures to our email [Info@supremeoil.us](mailto:Info@supremeoil.us) on the Subject line please include the delivery address. If it is determined that your tank is not safe for delivery, you will be notified immediately.

Delivery dates are estimated. If the preferred date(s) is/are not available or if we can't deliver as requested, we will contact you with any need to reschedule. We cannot assume responsibility should you experience a run-out.

While we make every effort to deliver fuel as requested there are times, due to road conditions or access to properties that prohibit our ability to make the delivery. We cannot assume responsibility should you experience a run-out.

If access to your fuel tank is locked or in a locked building or area, we will be unable to deliver fuel, please make sure on the day of delivery or the day before, our driver will be able to access the fill location for your tank. We cannot assume responsibility should you experience a run-out.

If you are on automatic delivery, you should not request fuel unless you are very low or out of fuel and any request for fuel must be for a FILL. When you are on automatic delivery, it is your responsibility to advise our office of any change in your household fuel usage (ie. a new or different heating system installed, a home addition, a sick family member, etc.). If we are not notified of a change in your household status, we cannot assume responsibility should you experience a run-out. Also, if you move or sell the home and fail to notify us in time to avoid an unwanted delivery, the cost of the fuel will be your responsibility. The Company is not

responsible for oil spills, leaks, or other damages that may result from information that was submitted incorrectly by the customer. This is including but is not limited to tank size, tank location, disconnected tanks, etc. The company is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer.

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### **Privacy Policy**

Supreme Oil & Service Corp. and its affiliates and subsidiaries, ("Company" or "we" or "us" or "our") respects the privacy of its users ("user" or "you") that use our website located at [www.supremeoil.us](http://www.supremeoil.us), including other media forms, media channels, mobile website or mobile application related or connected thereto (collectively, the "Website") and safeguard any information collected. The company only collects, retains, and uses information about you required to maintain your account. In the event you terminate your customer relationship with us or become an inactive customer, we will continue to adhere to the policies described in this policy notice. The following Company information Privacy Policy ("Privacy Policy") is designed to inform you, as a user of the Website, about the types of information that the Company may gather about or collect from you in connection with your use of the Website. It also is intended to explain the conditions under which Company uses and discloses that information, and your rights about that information. Therefore, this Privacy Policy Agreement shall apply to Supreme Oil & Service Corp (Supreme Oil & Service Corp, its affiliates, and subsidiaries) and shall govern all data collection and usage thereof. Using the Supreme Oil online fuel site, you are consenting to the following data procedures expressed within this agreement. Changes to this Privacy Policy are discussed at the end of this document. Each time you use the Website, however, the current version of this Privacy Policy will apply. Accordingly, each time you use the Website you should check the date of this Privacy Policy (which appears at the beginning of this document) and review any changes since the last time you used the Website.

### **INFORMATION COMPANY COLLECTS:**

We collect, retain, and use non-public personal information about individual customers, as allowed by law, to provide products and services to our customers. We collect nonpublic personal information from such sources as:

- Information we receive from you on applications and other forms such as your name, address, social security number, date of birth, assets, and income.
- Information about your transactions with us, such as your account balance, payment history, credit card information, and parties to transactions.
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

We continually strive to maintain complete and accurate information about you. Should you ever believe that our records contain inaccurate or incomplete information about you, please contact

us. We will investigate your concerns and correct any inaccuracies that we have the power to change.

#### **INFORMATION WE SHARE:**

Our company does not sell customer information to outside parties. We do not disclose any nonpublic personal information about you to anyone, except as required by law or that you request, we release.

#### **WHO RECEIVES INFORMATION AND WHY:**

We do not disclose any nonpublic personal information about our customers, or former customers, to anyone, except as required by law. There may be occasions where we are legally required to disclose information about you, such as in response to a subpoena, to prevent fraud, or to comply with a legal request by a governmental agency or regulator.

#### **HOW WE PROTECT YOUR INFORMATION:**

We understand that the protection of your non-public personal information is of the utmost importance. Guarding your privacy is our obligation. Our company maintains strict procedures and policies to safeguard your privacy. We educate our employees about the importance of confidentiality and customer privacy. We maintain physical, procedural, electronic, and technical safeguards to protect your nonpublic personal information to prevent any loss, misuse, unauthorized access, disclosure, or modification of the user's personal information under our control.

#### **LINKS TO OTHER WEBSITES:**

Our website does contain links to affiliates and other websites. Supreme Oil & Service Corp does not claim nor accept responsibility for any privacy policies, practices, practices, and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of each website that collects personally identifiable information. The Privacy Policy Agreement applies only and solely to the information collected by our website.

#### **UNSUBSCRIBE OR OPT-OUT:**

All users and/or visitors to our website have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters. To discontinue or unsubscribe to our website please send an email that you wish to unsubscribe to [info@supremeoil.us](mailto:info@supremeoil.us). If you wish to unsubscribe or opt out from any third-party websites, you must go to that specific website to unsubscribe and/or opt out.

#### **ACCEPTANCE OF TERMS:**

Using this website, you are hereby accepting the terms and conditions stipulated within the Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our site(s). In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you agree and acceptance of such changes.



number of gallons requested, payments of the difference will be made monthly. Additional fees may apply on complex deliveries after hours deliveries, or deliveries below stated minimums. The customer agrees to provide a delivery schedule and description of delivery protocols. The customer agrees to buy Diesel exclusively from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. The customer understands and agrees a late fee will be incurred when timely payment is not made. Should the account balance exceed \$400, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. The customer agrees to notify SUPREME OIL & SERVICE promptly when a change occurs that might affect fuel consumption. If the customer's annual consumption of fuel is less than 1000 gallons, the customer agrees that SUPREME OIL & SERVICE has the right to refuse service.

The customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee Customer agrees if more than one tank exists on the customer's property, whether active or inactive, it is the customer's responsibility to label all tanks and immediately notifies Supreme Oil in writing of same to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not responsible for delivery to an incorrect tank unless said tanks are clearly marked, and previous notification of multiple tanks has been provided in writing to Supreme Oil. The customer agrees to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). The customer agrees to pay SUPREME OIL & SERVICE a \$150 fee for the unsuccessful delivery due to any obstructed path that prevents fuel delivery. The customer is responsible for measuring the fuel oil levels in the subject storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by the customer. Customer agrees that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. Customer agrees that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of subject heating and/or cooling system(s), no matter when such problems are discovered. The customer agrees that if a problem develops involving any portion of the subject heating and/or cooling system(s), or any consequential damages from that problem that are not explicitly covered by any agreement between SUPREME OIL & SERVICE and the customer, that I will seek remedy against other installers or service providers and my own insurance if any. Where applicable, the Customer agrees to work with SUPREME OIL & SERVICE to resolve any problems and agrees to supply proof of damages mitigation for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE commences legal action against the customer to recover a debt owed to SUPREME OIL & SERVICE, the Customer shall be responsible for all expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. Customers can terminate this contract at any time. If Customer wishes to terminate said contract with SUPREME OIL & SERVICE, Customer will give a written termination notice to SUPREME OIL & SERVICE with 30 days' notice. SUPREME OIL & SERVICE will not be responsible for any damages following any late payment status by the Customer. Following SUPREME OIL & SERVICE's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to the customer within 10 days. The such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against the customer until all debts owed to SUPREME OIL & SERVICE are fully paid. SUPREME OIL & SERVICE has the right to terminate my contract for non-payment and/or just cause according to its by-laws. \*\*Any disputes on a delivery or Service appt will be subject to a charge of \$150 if we go on-site, complaints should be notify within 24 hours. If a dispute is inaccurate and determined by the company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the

investigation, along with the hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. Marinas & Marine Fueling, the company is not responsible for any spill that occurred by storm, high tide, or low tide Customers will assume all responsibility. We certify that the amount of NY State taxes will be paid by us (FT-100) - 15ppm Sulfur (Maximum) Clear Ultra-Low Sulfur Diesel, Dye Ultra Low Sulfur Diesel, Heating Oil #2 Fuel Oil, and Biofuels.

### **Payment Authorization Form**

PAYMENT AUTHORIZATION: Customer authorizes Supreme Oil to initiate credit and debit entries to/from Customer's stated account indicated above for amounts owed on invoices or statements that are provided to Customer and Customer hereby authorizes the financial institution named above (the "Institution"), to accept the credit and debit entries. Authority to initiate credit and debit entries shall remain in full force and effect until Supreme Oil has received written notice from Customer 30 days in advance of its termination of such authorization. Customer understands that Customer has the legal right to stop payment of a credit or debit entry by notification to Institution; provided, before such action, Customer shall give Supreme Oil 30 days written notice to permit Supreme Oil to take any necessary actions to avoid disruptions in payments from Customer. WE DO NOT ACCEPT CHECKS or DEBIT CARDS; WE ONLY ACCEPT CREDIT CARDS. PAYMENT AUTHORIZATION: Customer authorizes Supreme Oil to initiate ACH credit and debit entries to/from Customer's stated account indicated above for amounts owed on invoices or statements that are provided to Customer and Customer hereby authorizes the financial institution named above (the "Institution"), to accept the ACH credit and debit entries. Authority to initiate ACH credit and debit entries shall remain in full force and effect until Supreme Oil has received written notice from Customer 30 days in advance of its termination of such authorization. Customer understands that Customer has the legal right to stop payment of an ACH credit or debit entry by notification to Institution; provided, before such action, Customer shall give Supreme Oil 30 days written notice to permit Supreme Oil to take any necessary actions to avoid disruptions in payments from Customer. The customer agrees to follow NACHA rules applicable to ACH transactions. Customer agrees to pay for all purchases, services, fees, and other charges incurred by Customer, any employee, or another agent (whether acting under the authority of the Customer or otherwise) on any account of Customer, including service charges on past due amounts at the highest rate permitted by law. Customer agrees to pay all reasonable attorney fees and expenses, or costs incurred by Supreme Oil in enforcing its rights to collect amounts due from Customer. Without limiting Supreme Oil's other legal rights, Supreme Oil may exercise a right of set-off against amounts due Customer from Supreme Oil. Supreme Oil reserves the right, in its sole discretion, to change a payment term (including imposing cash payment upon delivery), to limit total credit, and/or to suspend or discontinue the servicing of any orders or the providing of any service, support or implementations to Customer if Supreme Oil concludes that (I) there has been a material change in the Customer's financial condition or payment performance or (II) Customer has ceased or is likely to cease to meet Supreme Oil's credit requirements. If for some reason your payment is denied, the account may be subject to collection activity. Accounts not paid within terms are subject to a 1.5% monthly finance charge. Returned/NSF checks will be subject to a \$50 fee. \*\*Any disputes on a delivery or Service appt will be subject to a charge of \$150 if we go on-site, complaints should be notified within 24 hours. If the dispute is inaccurate and determined by the company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the



investigation, along with the hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. Any deviation from these terms will nullify oil pricing and service agreements. The customer understands and agrees Supreme Oil & Service Corp. will automatically charge my credit card as soon as payment is due. The customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. SERVICE: Supreme Oil & Service Corp. is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer. Customer agrees that neither Supreme Oil & Service Corp. nor its employees or agents are or shall not be liable under any circumstances for any damages resulting from leaks, the failure of the receiving tank or associated piping, or any other matter. RECURRING BILLING: The customer hereby authorizes Supreme Oil & Service Corp. to charge the indicated credit/debit card for my fuel oil deliveries & service fees on a recurring basis. The customer agrees this is a periodic charge that will be made according to fuel oil deliveries and service. The customer shall give Supreme Oil 30 days' written notice to discontinue any recurring billing. Customer Affirms they have read and accept the terms outlined above.

### **Annual Boiler Service Contract 2022-2023**

THE SERVICE CONTRACT IS ONLY VALID IF YOU IF YOU HAVE AN OIL CONTRACT WITH SUPREME OIL. Customers must consume 1000 gallons in 12 months or will be subject to a \$500 penalty fee. To place a service call or to schedule annual maintenance, please call us at 914-893-4800. Your service call will answer/dispatched in the order it was received. Before placing a service call, please read the sections below labeled Before Calling, Emergency Calls, and Non-emergency Calls. Phone Number to Remember for Emergencies: 914-893-4800 or Email: Info@Supremeoil.us Before Calling: To avoid an unnecessary charge of one (1) hour labor minimum at the prevailing rate, a customer should check these common reasons for a boiler malfunction BEFORE calling Supreme Oil for service:

1. Is the thermostat set above room temperature? Usually, 78 degrees to start the boiler
2. Is the burner emergency switch on? (Usually located in the stairwell and has a red switch plate)
3. Has a fuse blown and/or the circuit breaker set? (Located in your main power panel)
4. Have you checked the level of oil in the tank? (Inside tanks have a fuel gauge on top of the tank)
5. Does the control/reset button require resetting? (PUSH ONE only!) (Red button on the box near burner)
6. I understand that if I fail to press the red button before a service technician's arrival, there will be a \$150 fee. Emergency Calls: Service calls regarded as emergencies, as determined by Supreme Oil, fall into two categories: NO HEAT and SMOKE PROBLEMS. Calls about SMOKE PROBLEMS will be responded to within twenty-four (24) hours. Odor problems will be charged a minimum of 2 hours unless the issue is caused by defective workmanship. Calls regarding NO HEAT will be responded to within twenty-four (24) hours from October 1 to the following April 30. Customers will be charged for parts and labor for any repairs that involve parts not listed in the Inclusions section below. See the Rates section on the other side of this document for labor charges. Non-Emergency Calls: Supreme Oil will respond to non-emergency calls, as determined by Supreme Oil, during regular business hours. See the section labeled

non-emergency conditions on the other side. You may request from Supreme Oil, on an exception basis, that they provide service outside normal business hours. See the Rates section on the other side of this document for labor charges. Inspection and Servicing: Supreme Oil and/or its dealers/contractors reserve the right to inspect all heating systems before accepting this service contract and may cancel said service contract without liability against any party. The customer agrees to buy a minimum of 1000 gallons of heating oil or show proof of purchase/rent. Supreme Oil also reserves the right to waive said inspection. All service must be performed by Supreme Oil representatives/dealers/contractors, or this service contract will be terminated without a refund. Rates – There will be a TWO (2) hour minimum labor charge for all service calls. Excluded parts are chargeable at prevailing rates and travel fees.

\$ 275.00 Per Hour                      Monday - Friday 8:00 a.m. - 5:00 p.m.

\$ 385.00 Per Hour                      Monday - Sunday 5:01 p.m. - 7:59 a.m.

**WARNING: THESE RATES DO NOT APPLY TO AC OR PLUMBING WORK.**

Service Descriptions: Annual cleaning of a single unit includes brushing and vacuuming the chimney base, flue pipe (up to 5 feet in length), and combustion chamber; replacing the nozzle, filter (1 filter), and strainer. Scheduling a Cleaning: Customers are responsible for scheduling an annual cleaning by calling Supreme Oil at 914-893-4800. Cleaning must be scheduled between April 1 and August 31, Monday through Friday, 8:00 a.m. - 5:00 p.m. Calls for appointments must be made early enough so that the cleaning appointment is scheduled no later than August 31. If a customer calls after August 31 for an annual cleaning that cannot be scheduled before October 1, there will be an additional charge for one hour of labor at the prevailing rate. Supreme Oil is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer. The customer agrees that neither the company nor its employees or agents are or shall not be liable under any circumstances for any damages resulting from leaks, for the failure of the receiving tank or associated piping, or any other matter.

Inclusions: Covered parts are included except when damaged by fire, water, sludge, or negligence on the part of the customer. Items not listed will be charged at the prevailing rate for labor and parts.

- |   |  |
|---|--|
| 1. Single aqua-stat (L4006A1959 model only)<br>(two per contract) | 8. Nozzle                                    |
| 2. Cad cell eye and holder  | 9. Fuel oil cartridge                        |
| 3. Cad cell relay (single)  | 10. Oil burner coupling                      |
| 4. Oil filter (two per contract)                                  | 11. Oil burner pump (Single-stage A2VA only) |
| 5. Ignition porcelain/electrodes,                                 | 12. Oil strainer (two per contract)          |
| 6. Electronic Oil Ignite (B51771U model only)<br>contract)        | 13. Oil filter gasket (two per               |
| 7. Ignition wires   | 14. Toggle switch (one per contract)         |

Exclusions: Items not listed above as inclusions shall be considered excluded from coverage. Exclusions include but are not limited to:

1. Labor is not included in this contract.
2. Parts for all multi-function controls and relays.
3. Double and triple aqua-stats, zone valves, circulators, and check valves.
4. Sludge related problems, water in the fuel tank or in oil lines, and clogged or frozen oil lines.
5. General Electric, Timken, Blue Ray, Riello, and obsolete or non-standard oil burners are not covered under this Service Contract unless agreed upon by the oil dealer at the time of acceptance.
6. Thermostats, plumbing problems, and water leaking from plumbing parts or piping.
7. Special control systems and electronic controls and discontinued or obsolete parts.
8. Damages due to water on any burner part, storage tank installation, freezing storms, power outages, low electrical power, power surges, strikes, embargoes and other causes beyond Supreme Oil's control.
9. Parts used for air conditioning, heat exchanges, and blower motors, etc.
10. Parts used to circulate air such as air vents and blowers.
11. Failure of low water cutoff; failure due to draining, purging, or bleeding air.
12. Oil storage tanks.
13. Oil storage tank leaks or oil line leaks – Supreme Oil is not liable for the failure of the oil storage tank or pipe.
14. Any part of the heating system that was improperly installed or has been maintained by anyone other than Supreme Oil.
15. Customer must pay taxes on the parts used, an invoice will be supply. The company will not pay taxes. Exception: Allowed exception: If a customer places a non-emergency service call and asks that the service call be handled outside of normal business hours, the customer will be charged a minimum one hour of labor. Non-Emergency conditions: The following problems and conditions do not justify an emergency call under most circumstances:
  - Water leaks · Abnormal noise or quell in the heating system
  - No hot water · Outside temperature is greater than 55 degrees F
  - Air in the system

If the customer requests service after normal business hours and the outside temperature is 55 degrees F or above, the service call will be handled the next day (this includes hot water issues) When calling for service, the customer should explain any special circumstances and ask if their request qualifies as an emergency. Holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day,

Election Day, Veterans Day, Thanksgiving Day, and Christmas Day. Terms: Service contracts are offered to fuel-oil customers of Supreme Oil only and must consume a minimum of one thousand (1000) gallons in 12 months to be eligible for a service contract. If the customer purchases oil outside of Supreme Oil, this contract is null and void! If a customer gets boiler services from another company, this contract is null and void and will be subject to a \$500 penalty. All service contracts are subject to suspension or cancellation without refund and cannot be prorated.

Miscellaneous:

- If weather or other nature!!!! does not permit technicians to service the boiler, we are not liable for any damages.
- All work will be a 1-hour minimum plus a travel fee (\$150)
- Quote will be verbal or written, customer must agree
- Verbal/other sort of quotes that are approved/agreed by customers are not authorized to be canceled. If supreme buys parts or starts the job, the customer is responsible for expenses.
- Hourly Rates will be charged based on the company GPS/mechanic time sheet.
- Supreme Oil is not responsible for the heat in unoccupied buildings, residents, commercial, and warehouses.
- This service contract does not cover service costs incurred from a fuel run-out, that will be customer's responsibility  
and it will be billed.
- Will-call customers are solely responsible for any damages due to a fuel run-out.
- The path to the oil tank fill pipe must be clear of snow, ice, or any other hazard before deliveries can be made. A \$75 surcharge will be charged for each unsuccessful delivery due to an obstructed path to the fill pipe. So as the path to the boiler room and the boiler itself.
- Each burner unit for household heat or hot water requires a separate service contract.
- It is the customer's responsibility to confirm if services are covered by this service contract prior to the start of any repair work.
- Any service costing more than \$600 that is not covered by this service contract will be billed directly by Supreme Oil to the customer.
- Customers must pay for any work performed that is not covered in this service contract.
- Any repairs done by an outside contractor or serviceman without Supreme Oil's approval are NOT covered by this service contract. This includes low voltage equipment, cat5, and Wi-Fi routers.

- If Supreme Oil does not arrange for an oil delivery because the customer did not pay his/her balance due, and the customer runs out of oil, any service costs (both labor and parts) will become the Supreme Oil customer's responsibility to pay.
- This service contract also serves to establish the terms and conditions for the hot water burner service contract.
- This Contract is auto renewal every 12 months. If you wish to not be auto renewed, we must receive a written notification via email 30 days prior to your contract expiration date. Customer is responsible to check contract expiration date.
- BOILER CLEANING after Sept 1st will be charged \$150 additional fee. BOILER CLEANING must be performed end of heating season, month of May.
- If a service call is requested and stopped while the technician is in route, there will be a \$150.00 fee (please make sure to trouble shoot the boiler over the phone or you read the instructions to reset the boiler) Customer understands and agrees this service contract is non-refundable. Customer acknowledges payment must be made for any work performed that is not covered by service contract. Customer understands and agrees that failure to follow the within terms and conditions may subject customer to a service charge. These terms may be subject to change annually. Please read your copy of the current version of this contract before attempting to resolve issues of coverage. Your signature on the stub below confirms your acceptance of this contract. For all billing questions, the office is available M-F during work hours 8am-5pm. After hours are for EMERGENCY only. Due to high volume of calls and limited staff, please leave a voice mail, e-mail, or text Supreme and we will reply in a timely manner. If you need immediate access to your account, please log-in to your account via the Supreme website to view the delivery history, balance due or to make payment.

#### New Requirements:

Customer must submit a picture of front of the house, side OF HOUSE and close-up picture of fill location.

Customer must take pictures of the Tank, boiler, furnace, Hot Water Heater, and Chimney

We will be sending staff to tag the fill pipe and Boiler equipment

Customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee.

#### **Auto Fuel Contract**

Under "automatic delivery" Supreme Oil & Service Corp. will estimate when each delivery to the customer should be scheduled, however if consumption changes in household or you are a new customer you must call for the to place an order for the 1st three (3) deliveries. This will allow our software to generate degree day base on the temperature outside. Customer agrees to buy oil exclusively from Supreme Oil & Service Corp. for a 12-month period and consume a minimum of 1,000 gallons. Deliveries are scheduled automatically by Supreme Oil & Service

Corp. Each delivery is a fill up, no exceptions Driver will deliver the oil without exceptions. If you deny the delivery, there is a \$75.00 penalty fee. Each delivery is based on the logistics & consumption of your household. If Supreme has deliveries within your area, we will deliver at our own discretion despite the total gallons delivered is less than the minimum amount. You are responsible for payment of all the gallons delivered to your tank. You are required to consume 1000 gallons for a 12-month period. If you do not consume 1000 gallons there is a \$500 penalty fee. Price per gallon is the automatic rate on the day of delivery, payable by credit card/ACH. If payment is later than 30 days, any special pricing plan will be null and void. Customer can switch to a Pre-Buy or Fixed price at any time. Under this agreement, customer may not switch to Will Call or will be responsible for \$500 cancellation fee. If customer ends automatic delivery before the 12-month period, customer agrees to pay \$500 cancellation fee to Supreme Oil & Service Corp and will nullify any added service contract. Should customer request telephone verification prior to delivery and becomes unreachable, the delivery will still be made, and customer must pay the fuel delivered. Customer must notify Supreme Oil & Service immediately should consumption change from previous history and/or household changes/household modifications. Once we are notified, Supreme Oil will make the necessary adjustments to your account consumption. Supreme Oil & Service is not Liable/responsible for run outs if your consumption changes & we are not notified. Customer agrees to buy Fuel Oil exclusively from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. Customer understands and agrees a late fee will be incurred when timely payment is not made. Should the account balance exceed \$400, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. Customer agrees to notify SUPREME OIL & SERVICE in a timely manner when a change occurs that might affect fuel consumption. Customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. If customer's annual consumption of fuel is less than 1000 gallons, customer agrees that SUPREME OIL & SERVICE has the right to refuse service. Customer agrees if more than one tank exists on customer's property, whether active or inactive, it is the customer's responsibility to label all tanks and immediately notify Supreme Oil in writing of same to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not responsible for delivery to an incorrect tank unless said tanks are clearly marked, and previous notification of multiple tanks has been provided in writing to Supreme Oil. Customer agrees to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). Customer agrees to pay SUPREME OIL & SERVICE a \$150 fee for the unsuccessful delivery due to any obstructed path that prevents fuel delivery. Customer is responsible for measuring the fuel oil levels in the subject storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by the customer. Customer agrees that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. Customer agrees that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of subject heating and/or cooling system(s), no matter when such problems are discovered. Customer agrees that if a problem develops involving any portion of the subject heating and/or cooling system(s), or any consequential damages from that problem that is not explicitly covered by any agreement between SUPREME OIL & SERVICE and the customer, that I will seek remedy against other installers or service providers and my own insurance, if any. Where applicable, Customer agrees to work with SUPREME OIL & SERVICE to resolve any problems and agrees to supply proof of damages mitigation for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE commences legal action against customer to recover a debt owed to SUPREME OIL & SERVICE, Customer shall be responsible for all expenses associated with the collection of that debt, including but not limited to process service fees, court

costs, and attorney's fees. Customer can terminate this contract at any time. If Customer wishes to terminate said contract with SUPREME OIL & SERVICE, Customer will give a written termination notice to SUPREME OIL & SERVICE with 30 days' notice. SUPREME OIL & SERVICE will not be responsible for any damages following any late payment status by Customer. Following SUPREME OIL & SERVICE's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to customer within 10 days.

\*\*Any disputes on delivery or Service appt will be subject to charge of \$150 if we go on-site, complains should be notify within 24 hours. If dispute is inaccurate determined by company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. Such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against customer until all debts owed to SUPREME OIL & SERVICE are fully paid. SUPREME OIL & SERVICE has the right to terminate my contract for non-payment and/or just cause pursuant to its by-laws.

### **Fixed Fuel Contract**

Under Fixed Price, the customer's account is listed as Automatic delivery. The customer is required to consume 1,000 gallons for a 12-month period. Under "automatic delivery" Supreme Oil & Service Corp. will estimate when each delivery should be scheduled, however, if consumption changes in the household or you are a new customer you must call for the to place an order for the 1st three (3) deliveries. This will allow our software to generate degree day based on the temperature outside. The customer agrees to buy oil exclusively from Supreme Oil & Service Corp. for a 12-month period but will be at a fixed rate during the heating season only, ending May 31st. The above quoted fixed price is your price during the Heating Season, ending May 31st. After May 31st, you will resume deliveries under automatic pricing during the 12 months. Your fixed price is only locked in until May 31st of the stated heating season year. If you do not consume 1000 gallons or the customer ends automatic delivery before the 12 months, the customer agrees to pay a \$500 cancellation fee to Supreme Oil & Service Corp and will lose the service contract. Deliveries are scheduled automatically by Supreme Oil & Service Corp. Each delivery is a fill-up, with no exceptions. If you deny the delivery, there is a \$75.00 penalty fee. Each delivery is based on the logistics & consumption of your household. If Supreme has deliveries within your area, we will deliver at our discretion despite the total gallons delivered being less than the minimum amount. You are responsible for payment of all the gallons delivered to your tank. Price per gallon is the fixed rate quoted above on every delivery, payable by credit card/ACH. If payment is later than 30 days, any special pricing plan will be null and void. The customer is not authorized to switch to Will Call or you will be responsible for a \$500 cancellation fee. Customers must notify Supreme Oil & Service immediately should consumption change from the previous history and/or household changes/household modifications. Once we are notified, Supreme Oil will make the necessary adjustments to your account consumption. Supreme Oil & Service is not liable/responsible for runouts if your consumption changes & we are not notified. Customer The customer agrees to buy Fuel Oil exclusively from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. The customer understands and agrees a late fee will be incurred when timely payment is not made. Should the account balance exceed \$400, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. The customer agrees to notify SUPREME OIL & SERVICE promptly when a change occurs that might affect fuel consumption. The customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. If the customer's annual consumption of fuel is less

than 1000 gallons, the customer agrees that SUPREME OIL & SERVICE has the right to refuse service. The customer agrees if more than one tank exists on the customer's property, whether active or inactive, it is the customer's responsibility to label all tanks and immediately notify Supreme Oil in writing of the same to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not responsible for delivery to an incorrect tank unless said tanks are clearly marked, and previous notification of multiple tanks has been provided in writing to Supreme Oil. The customer agrees to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). The customer agrees to pay SUPREME OIL & SERVICE a \$150 fee for the unsuccessful delivery due to any obstructed path that prevents fuel delivery. The customer is responsible for measuring the fuel oil levels in the subject storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by the customer. Customer agrees that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. Customer agrees that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of subject heating and/or cooling system(s), no matter when such problems are discovered. The customer agrees that if a problem develops involving any portion of the subject heating and/or cooling system(s), or any consequential damages from that problem that are not explicitly covered by any agreement between SUPREME OIL & SERVICE and the customer, that I will seek remedy against other installers or service providers and my own insurance if any. Where applicable, the Customer agrees to work with SUPREME OIL & SERVICE to resolve any problems and agrees to supply proof of damages mitigation for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE commences legal action against the customer to recover a debt owed to SUPREME OIL & SERVICE, the Customer shall be responsible for all expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. Customers can terminate this contract at any time. If Customer wishes to terminate said contract with SUPREME OIL & SERVICE, Customer will give a written termination notice to SUPREME OIL & SERVICE with 30 days' notice. SUPREME OIL & SERVICE will not be responsible for any damages following any late payment status by the Customer. Following SUPREME OIL & SERVICE's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to the customer within 10 days. Such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against the customer until all debts owed to SUPREME OIL & SERVICE are fully paid. \*\*Any disputes on a delivery or Service appt will be subject to a charge of \$150 if we go on-site, complaints should be notified within 24 hours. If the dispute is inaccurate determined by the company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with the hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. SUPREME OIL & SERVICE has the right to terminate my contract for non-payment and/or just cause pursuant to its by-laws.

### **Fleet Fuel Contract**

Customer is responsible for notifying Supreme Oil & Service at least 2 business days before delivery. Customer agrees that all deliveries will be paid by credit card unless SUPREME OIL & SERVICE agrees to payment by invoice after a credit check. If a customer consumes more than



3,000 gallons per week, payment must be made by electronic funds transfer (EFT). Customer agrees to pay all invoices in full within 10 days of being billed. Customer agrees to park all vehicles in one location in close proximity to one another if delivery is made on-site. Customer agrees to pay a late fee when payment is delayed. Customer agrees to pay a late fee when payment is delayed. Customer agrees if the delivery is above the number of gallons requested, payments of the difference will be made on a monthly basis. Additional fees may apply on complex deliveries, after hours deliveries or deliveries below stated minimums. Customer agrees to provide a delivery schedule and description on delivery protocols. Customer agrees to buy Diesel exclusively from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. Customer understands and agrees a late fee will be incurred when timely payment is not made. Should the account balance exceed \$1000, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. Customer agrees to notify SUPREME OIL & SERVICE in a timely manner when a change occurs that might affect fuel consumption. If the customer's annual consumption of fuel is less than 3000 gallons, the customer agrees that SUPREME OIL & SERVICE has the right to refuse service. The customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. The customer agrees if more than one tank exists on the customer's property, whether active or inactive, it is the customer's responsibility to label all tanks and immediately notifies Supreme Oil in writing of the same to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not responsible for delivery to an incorrect tank unless said tanks are clearly marked, and previous notification of multiple tanks has been provided in writing to Supreme Oil. The customer agrees to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). The customer agrees to pay SUPREME OIL & SERVICE a \$150 fee for the unsuccessful delivery due to any obstructed path that prevents fuel delivery. The customer is responsible for measuring the fuel oil levels in the subject storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by the customer. Customer agrees that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. Customer agrees that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of subject heating and/or cooling system(s), no matter when such problems are discovered. Customer agrees that if a problem develops involving any portion of the subject heating and/or cooling system(s), or any consequential damages from that problem that is not explicitly covered by any agreement between SUPREME OIL & SERVICE and customer, that I will seek remedy against other installers or service providers and my own insurance, if any. Where applicable, Customer agrees to work with SUPREME OIL & SERVICE to resolve any problems and agrees to supply proof of damages mitigation for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE commences legal action against customer to recover a debt owed to SUPREME OIL & SERVICE, Customer shall be responsible for any and all expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. Customer can terminate this contract at any time. If Customer wishes to terminate said contract with SUPREME OIL & SERVICE, Customer will give a written termination notice to SUPREME OIL & SERVICE with 30 days' notice. SUPREME OIL & SERVICE will not be responsible for any damages following any late payment status by Customer. Following SUPREME OIL & SERVICE's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to customer within 10 days. Such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against customer until any and all debts owed to SUPREME OIL & SERVICE are fully paid. SUPREME OIL & SERVICE has the right to terminate my contract for non-payment and/or just

cause pursuant to its by-laws. Marinas & Marine Fueling, the company is not responsible for any spill occurred by storm, high tide, low tide customer will assume all responsibility. \*\*Any disputes on a delivery or Service appt will be subject to charge of \$150 if we go on-site, complains should be notify within 24 hours. If dispute is inaccurate determined by company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with the hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. We certify that the amount of NY State taxes will be paid by us (FT-100) - 15ppm Sulfur (Maximum) Clear Ultra-Low Sulfur Diesel, Dye Ultra Low Sulfur Diesel, Heating Oil #2, and Biofuels.

### **Gasoline Contract**

The customer is responsible for notifying Supreme Oil & Service at least 2 business days before delivery. The customer agrees that all deliveries will be paid by credit card unless SUPREME OIL & SERVICE agrees to payment by invoice after a credit check. If a customer consumes more than 3,000 gallons per week, payment must be made by electronic funds transfer (EFT). The customer agrees to pay all invoices in full within 10 days of being billed. The customer agrees to park all vehicles in one location near one another if delivery is made on-site. The customer agrees to pay a late fee when payment is delayed. The customer agrees to pay a late fee when payment is delayed. The customer agrees if the delivery is above the number of gallons requested, payments of the difference will be made every month. Additional fees may apply on complex deliveries after hours deliveries or deliveries below stated minimums. The customer agrees to provide a delivery schedule and description of delivery protocols. The customer agrees to buy gasoline exclusively from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. The customer understands and agrees a late fee will be incurred when timely payment is not made. Should the account balance exceed \$400, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. The customer agrees to notify SUPREME OIL & SERVICE promptly when a change occurs that might affect fuel consumption. The customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. If the customer's annual consumption of fuel is less than 1000 gallons, the customer agrees that SUPREME OIL & SERVICE has the right to refuse service. The customer agrees if more than one tank exists on the customer's property, whether active or inactive, it is the customer's responsibility to label all tanks and immediately notify Supreme Oil in writing of the same to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not responsible for delivery to an incorrect tank unless said tanks are clearly marked, and previous notification of multiple tanks has been provided in writing to Supreme Oil. The customer agrees to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). The customer agrees to pay SUPREME OIL & SERVICE a \$150 fee for the unsuccessful delivery due to any obstructed path that prevents fuel delivery. The customer is responsible for measuring the fuel oil levels in the subject storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by the customer. Customer agrees that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. Customer agrees that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of subject heating and/or cooling system(s), no matter when such problems are discovered. The customer agrees that if a problem develops involving any portion of the subject heating and/or cooling system(s), or any consequential damages from that problem that are not explicitly covered by any agreement between

SUPREME OIL & SERVICE and the customer, that I will seek remedy against other installers or service providers and my own insurance if any. Where applicable, the Customer agrees to work with SUPREME OIL & SERVICE to resolve any problems and agrees to supply proof of damages mitigation for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE commences legal action against the customer to recover a debt owed to SUPREME OIL & SERVICE, the Customer shall be responsible for any expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. Customers can terminate this contract at any time, and termination may be subject to a \$500 early termination fee. If Customer wishes to terminate said contract with SUPREME OIL & SERVICE, Customer will give a written termination notice to SUPREME OIL & SERVICE with 30 days' notice. SUPREME OIL & SERVICE will not be responsible for any damages following any late payment status by the Customer. Following SUPREME OIL & SERVICE's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to the customer within 10 days. Such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against the customer until any debts owed to SUPREME OIL & SERVICE are fully paid. SUPREME OIL & SERVICE has the right to terminate my contract for non-payment and/or just cause under its by-laws. \*\*Any disputes on a delivery or Service appt will be subject to a charge of \$150 if we go on-site, complaints should be notify within 24 hours. If the dispute is inaccurate and determined by the company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with the hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. Marinas & Marine Fueling, the company is not responsible for any spill that occurred by storm, high tide, or low tide customer will assume all responsibility. We certify that the amount of NY State taxes will be paid by us (FT-100) - 15ppm Sulfur (Maximum) Clear Ultra-Low Sulfur Diesel, Dye Ultra Low Sulfur Diesel, Heating Oil #2, and Bio-Fuels.

### **Pre-Buy Contract**

Under Pre-Buy Plan, your account is listed as Automatic delivery. Under "automatic delivery" Supreme Oil & Service Corp. will estimate when each delivery should be scheduled, however, if consumption changes in the household or you are a new customer you must call to place an order for the 1st three (3) deliveries. This will allow our software to generate degree day based on the temperature outside. YOU ARE ENTERING A CONTRACT FOR AUTOMATIC DELIVERY FOR 12 MONTHS. YOU MUST CONSUME 1,000 GALLONS IN THE 12 MONTHS TO BE ELIGIBLE FOR THE PRE-BUY PLAN. If you do not consume 1,000 gallons before the 12-month period ends, you are subject to a \$500 fee. The Pre-Buy quote price is an allowance for only 500 gallons. Each time you do a new pre-buy you will receive a different price quote for another 500-gallon allowance. The customer will pay for all pre-buy 500 gallons on the day of the contract inclusive of sales taxes at the time of delivery. The customer agrees to buy oil exclusively from Supreme Oil & Service Corp. for 12 months. After 500 gallons of pre-buy are consumed, the Customer understands and agrees this contract will revert to an automatic delivery contract at the automatic rate for 12 months. Customers may request a new pre-buy price quote or a fixed price if customers agree company needs a written letter, email, or text to renew the contract. Pre-buy price/Fixed Price will only be available before March 1st, thereafter all pricing after March 1st will be at an Automatic Rate. The first Pre-Buy delivery must be consumed within 3 weeks of purchasing the Pre-buy plan, or your pre-buy will be voided, with no exceptions. If you can't take delivery within 3 weeks, the company suggests buying the prebuy at a later time in the winter. If your plan is voided due to no consumption within the

Three-week mark, you will be subject to a new pre-buy quote upon request. If the first delivery takes less than 150 gallons, there is a \$75.00 fee. The customer is responsible to order/purchasing the Pre-Buy plan accordingly to meet the 150 minimum gallon delivery requirement and consume the first delivery within two weeks of pre-buy purchase. After your first fuel delivery, Supreme Oil & Service will estimate when each delivery will be scheduled, remember to call in the 1st three (3) deliveries if you are a new customer or if consumption changes in the household. Deliveries are arranged on a degree-day automatic schedule by Supreme Oil & Service Corp. Each delivery is a fill-up, with no exceptions. If you deny the delivery, there is a \$75.00 penalty fee. Each delivery is based on the logistics & consumption of your household. If Supreme has deliveries within your area, we will deliver at our discretion despite the total gallons delivered being less than the minimum amount. You are responsible for payment of all the gallons delivered to your tank. You can only renew the Pre-buy when you have 100 gallons remaining on the active Pre-Buy plan. The customer understands and agrees to monitor pre-buy gallons and request a new pre-buy when 100 gallons are remaining. Supreme Oil & Service Corp provides you with an invoice after every delivery and it reflects the number of gallons remaining. You can also view your information online when you register your account. If the account has gallons remaining from the Pre-buy allotment after the 12 months, the remainder gallons will be converted into a cash credit on your account for a future 150 minimum gallon delivery. No refunds for the remainder gallons, the cash credit will be towards your account with Supreme Oil for delivery only. Supreme Oil will apply for your cash credit at any time with the provision that you meet the 150-gallon minimum delivery requirement at the market rate day of delivery. Remainder Gallons that are converted to a cash credit are only to be applied towards a future delivery of 150 gallons minimum. If the customer sells the house or converts to gas or any other requests will be subject to loss of Remainder Gallons, No Credit, No refunds, and no exceptions. The customer agrees to use my remainder gallons that are converted to a cash credit towards a future fuel delivery or towards the next pre-buy purchase. Should the customer request telephone verification before delivery and becomes unreachable, the delivery will still be made. If payment is later than 30 days, any special pricing plan will be null and void. The customer is not authorized to switch to Will Call or you will be responsible for a \$500 cancellation fee. Customers must notify Supreme Oil & Service immediately should consumption change from the previous history and/or household changes/household modifications. Once we are notified, Supreme Oil will make the necessary adjustments to your account consumption. Supreme Oil & Service is not liable/responsible for runouts if your consumption changes & we are not notified. \*\*Any disputes on delivery or Service appt will be subject to a charge of \$150 if we go on-site. If the dispute is inaccurate determined by the company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with the hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. The customer agrees to buy oil exclusively from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. The customer understands and agrees a late fee will be incurred when timely payment is not made. Should the account balance exceed \$400, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. The customer agrees to notify SUPREME OIL & SERVICE in a timely manner when a change occurs that might affect fuel consumption. The customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. If the customer's annual consumption of fuel is less than 1000 gallons, the customer agrees that SUPREME OIL & SERVICE has the right to refuse service. The customer agrees if more than one tank exists on the customer's property, whether active or inactive, it is the customer's responsibility to label all tanks and immediately notify Supreme Oil in writing of the same to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not

responsible for delivery to an incorrect tank unless said tanks are clearly marked, and previous notification of multiple tanks has been provided in writing to Supreme Oil. The customer agrees to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). The customer agrees to pay SUPREME OIL & SERVICE a \$150 fee for the unsuccessful delivery due to any obstructed path that prevents fuel delivery. The customer is responsible for measuring the fuel oil levels in the subject storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by the customer. Customer agrees that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. Customer agrees that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of subject heating and/or cooling system(s), no matter when such problems are discovered. The customer agrees that if a problem develops involving any portion of the subject heating and/or cooling system(s), or any consequential damages from that problem that are not explicitly covered by any agreement between SUPREME OIL & SERVICE and the customer, that I will seek remedy against other installers or service providers and my own insurance if any. Where applicable, the Customer agrees to work with SUPREME OIL & SERVICE to resolve any problems and agrees to supply proof of damages mitigation for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE commences legal action against the customer to recover a debt owed to SUPREME OIL & SERVICE, the Customer shall be responsible for any and all expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. Customers can terminate this contract at any time. If Customer wishes to terminate said contract with SUPREME OIL & SERVICE, Customer will give a written termination notice to SUPREME OIL & SERVICE with 30 days' notice. SUPREME OIL & SERVICE will not be responsible for any damages following any late payment status by the Customer. Following SUPREME OIL & SERVICE's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to the customer within 10 days. The written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against the customer until any and all debts owed to SUPREME OIL & SERVICE are fully paid. \*\*Any disputes on delivery or Service will be subject to a charge of \$150 if we go on-site, complaints should be notified within 24 hours. If a dispute is inaccurate and determined by the company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with the hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. SUPREME OIL & SERVICE has the right to terminate my contract for non-payment and/or just cause under its by-laws.

### **ULSD Diesel Contract**

The customer is responsible for notifying Supreme Oil & Service at least 2 business days before delivery. The customer agrees that all deliveries will be paid by credit card unless SUPREME OIL & SERVICE agrees to payment by invoice after a credit check. If a customer consumes more than 3,000 gallons per week, payment must be made by electronic funds transfer (EFT). The customer agrees to pay all invoices in full within 10 days of being billed. The customer agrees to park all vehicles in one location near one another if delivery is made on-site. The customer agrees to pay a late fee when payment is delayed. The customer agrees to pay a late fee when payment is delayed. The customer agrees if the delivery is above the number of gallons requested, payments of the difference will be made monthly. Additional fees may apply

on complex deliveries after hours deliveries, or deliveries below stated minimums. The customer agrees to provide a delivery schedule and description of delivery protocols. The customer agrees to buy Diesel exclusively from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. The customer understands and agrees a late fee will be incurred when timely payment is not made. Should the account balance exceed \$400, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. The customer agrees to notify SUPREME OIL & SERVICE promptly when a change occurs that might affect fuel consumption. The customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. If the customer's annual consumption of fuel is less than 1000 gallons, the customer agrees that SUPREME OIL & SERVICE has the right to refuse service. The customer agrees if more than one tank exists on the customer's property, whether active or inactive, it is the customer's responsibility to label all tanks and immediately notify Supreme Oil in writing of the same to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not responsible for delivery to an incorrect tank unless said tanks are clearly marked, and previous notification of multiple tanks has been provided in writing to Supreme Oil. The customer agrees to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). The customer agrees to pay SUPREME OIL & SERVICE a \$150 fee for the unsuccessful delivery due to any obstructed path that prevents fuel delivery. The customer is responsible for measuring the fuel oil levels in the subject storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by the customer. Customer agrees that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. Customer agrees that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of subject heating and/or cooling system(s), no matter when such problems are discovered. Customer agrees that if a problem develops involving any portion of the subject heating and/or cooling system(s), or any consequential damages from that problem that is not explicitly covered by any agreement between SUPREME OIL & SERVICE and the customer, that I will seek remedy against other installers or service providers and my own insurance, if any. Where applicable, Customer agrees to work with SUPREME OIL & SERVICE to resolve any problems and agrees to supply proof of damages mitigation for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE commences legal action against customer to recover a debt owed to SUPREME OIL & SERVICE, Customer shall be responsible for all expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. Customer can terminate this contract at any time. If Customer wishes to terminate said contract with SUPREME OIL & SERVICE, Customer will give a written termination notice to SUPREME OIL & SERVICE with 30 days' notice. SUPREME OIL & SERVICE will not be responsible for any damages following any late payment status by Customer. Following SUPREME OIL & SERVICE's receipt of a written termination notice, any account balance, including my minimum balance, will be returned to customer within 10 days. Such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against customer until all debts owed to SUPREME OIL & SERVICE are fully paid. \*\*Any disputes on a delivery or Service will be subject to charge of \$150 if we go on-site, complains should be notify within 24 hours. If dispute is inaccurate determined by company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution SUPREME OIL & SERVICE has the right to terminate my contract for non-payment

and/or just cause pursuant to its by-laws. Marinas & Marine Fueling, the company is not responsible for any spill occurred by storm, high tide, low tide customer will assume all responsibility. We certify that the amount of NY State taxes will be paid by us (FT-100) - 15ppm Sulfur (Maximum) Clear Ultra-Low Sulfur Diesel, Dye Ultra Low Sulfur Diesel, Heating Oil #2 and Bio-Fuels.

### **Will Call Contract**

All telephone call fuel orders are subject to a \$25.00 payment convenience fee. There is no online service fee if customer registers online and places fuel orders via the Supreme Oil website. All on-line fuel orders receive a discounted rate, and all convenience fees are waived. Use Code "ONLINE" to get a discount. Customer is responsible for notifying Supreme Oil & Service at least 2 business days before delivery. Customer agrees that all deliveries will be paid by credit. Customer agrees to pay a late fee when payment is delayed. Customer agrees to pay a late fee when payment is delayed. Customer agrees if the delivery is above the number of gallons requested, payments of the difference will be made monthly. Additional fees may apply on complex deliveries, after hours deliveries or deliveries below stated minimums. Customer agrees to provide a delivery schedule and description on delivery protocols. Should customer request telephone verification prior to delivery and becomes unreachable, the delivery will still be made, and customer must pay the fuel delivered. I understand all fuel orders placed before 3pm are to be handled 24-48 hours Monday-Friday. (After 3pm, fuel orders will be subject to an additional 24 hour Monday-Friday) I understand as a will call customer, I am not authorized to purchase a Service Contract or request boiler service appointments. Unfortunately, Supreme Oil is unable to provide a delivery time. If you are paying cash and cannot wait for the delivery, please call Supreme to make other payment arrangements. Cancellations: \$150 penalty if cancelled after 3pm of day order was placed. \*\* If Supreme Oil is providing same day delivery, the Customer understands and agrees the order is unable to be cancelled or a penalty fee of \$150 will apply for cancellation on same day delivery. I agree to buy oil from SUPREME OIL & SERVICE and to pay all invoices within 10 days of being billed. I understand that I may be charged a late fee when I fail to pay promptly. If my account balance exceeds \$400, SUPREME OIL & SERVICE has the right to stop delivering fuel and servicing equipment until the balance is paid. Customer understands and agrees accounts with a credit card/debit card there will be a 3.5% fee. I agree to notify SUPREME OIL & SERVICE in a timely manner when a change occurs that might affect fuel consumption. I agree if I have more than one tank on my property, whether active or inactive, it is my responsibility to label all the tanks to prevent accidental delivery to the incorrect tank. SUPREME OIL & SERVICE is not responsible for delivery to an incorrect tank unless the tank is clearly marked, or our office has a record of multiple tanks. I agree to clear the path to my storage tank fill pipe during snowy or icy weather (SUPREME OIL & SERVICE drivers are prohibited from shoveling snow or cleaning the path). I agree that if SUPREME OIL & SERVICE can't deliver due to an obstructed path, that I will pay \$75 for the unsuccessful delivery. I am responsible for measuring the oil in my storage tank when a snowstorm is on the way. SUPREME OIL & SERVICE is responsible for the delivery of the fuel to the receiving pipe or outlet designated by me, the customer. I agree that neither SUPREME OIL & SERVICE nor its employees or agents shall be liable under any circumstances for damages resulting from leaks or for the failure of the receiving tank or associated piping, or any other matter. I agree that SUPREME OIL & SERVICE shall not be responsible for previously existing problems of my heating and/or cooling system(s), no matter when such problems are discovered. I agree that if a problem develops involving any portion of my heating and/or cooling system(s), or any consequential damages from that problem that is not explicitly covered by any agreement between SUPREME OIL & SERVICE and me, that I will seek remedy against other installers or service providers and my own insurance, if any. Where applicable, I agree to work

with SUPREME OIL & SERVICE to resolve any problems and I agree to supply proof that I have exhausted other remedies for recovering losses, and to provide SUPREME OIL & SERVICE with all pertinent information. If SUPREME OIL & SERVICE begins legal action against me to recover a debt owed to SUPREME OIL & SERVICE, I shall be responsible for any and all expenses associated with the collection of that debt, including but not limited to process service fees, court costs, and attorney's fees. I can terminate my contract at any time and will be subject to a \$500 cancellation fee. If I wish to terminate my contract with SUPREME OIL & SERVICE, I will give a written termination notice to SUPREME OIL & SERVICE. I will do this in a timely manner so that any special request, such as issuing a request to have the contents of a fuel tank measured to create a statement necessary for a house closing, can be scheduled. I agree that if my oil storage tank runs out of oil due to my late payment status, SUPREME OIL & SERVICE will not be responsible for any damages. Such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against me until any and all debts owed to SUPREME OIL & SERVICE are fully paid. \*\*Any disputes on a delivery or Service appt will be subject to charge of \$150 if we go on-site, complains should be notify within 24 hours. If dispute is inaccurate determined by company, the customer will agree to pay the penalty of \$150. All deliveries/Service invoices MUST be Paid within 10 days, despite any dispute in charges. Should a dispute arise, an investigation will be performed. After the investigation, along with hourly service onsite charge, Supreme Oil will disclose the findings based on delivery tickets, GPS, and any other information and will see a resolution. Such written termination notice shall not affect any right of claim SUPREME OIL & SERVICE has against customer until all debts owed to SUPREME OIL & SERVICE are fully paid. SUPREME OIL & SERVICE has the right to terminate my contract for non-payment and/or just cause pursuant to its by-laws.