



ENERGY & HOME SOLUTIONS

## **OIL PRICE PROTECTION PROGRAM TERMS & CONDITIONS FIXED PROGRAM**

### **Supply of Heating Oil:**

The customer agrees that L.H. Gault & Son, Inc. d/b/a Gault, Inc. (Gault) is the sole supplier of heating oil and agrees to accept deliveries by automatic delivery from Gault. The customer agrees to pay all charges in full for services and oil upon receipt of invoice. The customer agrees that requests to top-off the oil tank, prior to normally scheduled deliveries, are not permitted under any Price Protection Program.

### **Gault Heating Oil Supply Commitment:**

Gault, in accordance with Connecticut State Law, is required to purchase the required minimum futures oil contracts to enable it to make this contract.

### **Effective Contract Date:**

The customer agrees that this agreement becomes effective when Gault has received and accepted your program selection. The customer in turn will receive acceptance of the "Fixed" price program contract including confirmation number via email, or regular mail if necessary.

### **Stacking Oil Contracts:**

The customer agrees and understands that they can have a maximum of two (2) contracts which will become valid in the order of their contract authorization dates. Oil delivered under this contract will be delivered after the remaining gallons (if any) in a previous contract have been fully delivered. You may not enter into a second contract until 75% of estimated gallons on existing contract have been delivered.

### **Purchasing Gallons:**

The customer agrees to contract for a specific number of gallons. Gault requires that the customer contract for 75-100% of the customer's "annual estimated gallons" minus the remaining gallons to be delivered from a prior contract if any such gallons exist. Estimated gallons are based on delivery history and/or "K" factor. This is an estimate of your twelve (12) month consumption from the date of the contract; you will have fifteen (15) months to use the contracted gallons.

### **Pricing Gallons:**

The customer agrees to purchase the contracted gallons at the contracted fixed price per gallon stated above. **AT NO TIME DURING THIS CONTRACT WILL THE PRICE PER GALLON INCREASE OR DECREASE.**

### **Contract Expiration:**

This agreement expires when all the contracted gallons are delivered or 15 months from contract start date, whichever comes first. After the contract expires the Customer agrees to remain on automatic delivery of heating oil as supplied by Gault at Gault's Daily Float Price until such time as the Customer provides Gault Energy with a written request to terminate deliveries. Written request may be by certified mail or email.

### **Gault Advantage:**

Gault highly recommends enrollment in the Gault Advantage Plan that evenly spreads your annual payments over a specified time period. If you are not already on the Gault Advantage Plan, please contact Customer Care at 203-227-5181 or

info@gaultenergy.com. If you are already on the Gault Advantage Plan, your monthly payment amount will be mailed to you on or about August 1<sup>st</sup> of each year.

**Force Majeure:**

The customer acknowledges that Gault may be prevented from supplying heating oil due to factors beyond the reasonable control of Gault. The customer agrees that Gault shall not be held liable for any failure to supply heating oil at the contracted price to the extent that any such failure is due to any such factors. Such factors include; 1) failure of public utilities, common carriers or suppliers to provide necessary raw materials, energy or other supplies or services to Gault 2) fires, explosions, floods, or other acts of God 3) war, civil commotion, riots, terrorism or labor unrest and 4) requirements of applicable federal, state, local or foreign governmental laws, rules, regulations, taxes or orders. Gault agrees that if it suspends supplying heating oil at the contracted price due to any such factor, it will make reasonable efforts to resume supplying heating oil at the contracted price as soon as possible.

**Limitations of Liabilities:**

Gault is not liable for any loss, damage, or expense to the customer including any general, special, incidental, or consequential damages the customer sustains and including any loss, damage or expense, even if due to the active or passive, sole, joint or several negligence of us and/or our agents, servants, employees, suppliers or subcontractors, including without limitation, loss, damage or expense.

**Waiver of Subrogation:**

Gault and the customer each hereby waive any and all rights of recovery against each other, including our officers, members, agents and employees, occurring on or arising out of this contract, the delivery of heating oil and any system maintenance or repair at customer's premises to the extent such loss or damage is covered by proceeds received from casualty, homeowners or other insurance carried by the other party. The party sustaining such loss shall have no right of recovery against the other party, or the agents, servants, or employees of the other party; and no third party shall have any right of recovery by way of subrogation or assignment or otherwise. Gault and the customer shall each indemnify the other party against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this contract with respect to any loss of, or damage to, property of the parties hereto.

**Assignment:**

This contract may not be assigned by the customer without the prior written consent of Gault.

**Integration Clause:**

This contract supersedes and replaces any contract or understanding, whether written or oral, between the customer and Gault with respect to the subject matter hereof.

**Modification:**

This contract may not be modified or amended except by the mutual written agreement of both the parties.

**Terms of Contract:**

This contract becomes valid with a signature on this Fixed Price Contract, or through a recorded telephonic agreement, or email acceptance of the fixed agreement from a Gault employee.

**Liquidated Damages:**

Gault, pursuant to Connecticut law, has incurred the cost of securing wholesale heating oil in order to make this offer to the customer. If the customer breaches this agreement prior to any deliveries being made, or during the term of the agreement, then the Customer agrees to pay Gault for liquidated damages as follows: the difference between the rate per gallon contracted above and the nearby month NYMEX price on the day of breach multiplied by every undelivered gallon that the customer contracted plus any reasonable legal fees sustained by Gault Energy in enforcement of this clause.