



CN Brown Energy
PREBUY AGREEMENT
#2 Heating Oil

Customer Name (Please Print)

Account #

Address

Date

Telephone

H/O Location #

E-mail Address

I UNDERSTAND:

- 1) I, _____, hereafter referred to as Customer, must be in good standing with no past due balances owed to CN Brown Energy.
- 2) Upon signing this agreement, the customer agrees to become an automatic delivery customer and remain one for the entire contract period.
- 3) Upon signing this agreement, the customer is purchasing this product and assumes the risk if the retail price falls below the agreed price, unless downside protection is purchased.
- 4) Commencement date of this agreement is the date of signing.
- 5) This agreement and its price expire on May 31st _____ or when the agreement gallons are depleted, whichever comes first.
- 6) Upon expiration of the contract, the Customer shall remain on ____ Automatic Delivery (**credit-approved accounts only**) or ____ Will Call Delivery, at the then-current everyday low retail price. **Customer Initial** _____
- 7) Both parties agree that any remaining gallons will be converted to a dollar credit to be used to purchase product at our everyday low retail price.
- 8) The customer shall purchase Heating Oil exclusively from CN Brown Energy delivered to the address(s) listed on the contract. If the customer breaches this agreement, refuses deliveries or purchases product from another company, the customer will be assessed a penalty of **\$5.50** per gallon for all remaining gallons and this will result in termination of this agreement.
- 9) CN Brown Energy shall not be held responsible for any damage or loss to Customer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, insufficient supply of such products, failure or delay in transportation due to weather, Act of God or any other cause beyond CN Brown Energy's control, whether or not similar to the causes enumerated herein. CN Brown Energy may apportion its available supply among its customers in such a manner as it may determine. To the fullest extent permitted by law, Customer assumes the risk of and sole responsibility for and hereby agrees to indemnify, defend and save harmless C.N. Brown Energy, its employees, officers, directors, and affiliates, from any and all lawsuits, damages, expenses, claims for injuries, death, loss or damage of any kind or character, to person or property, by whomsoever suffered or asserted, including those resulting from or arising out of any of (i) the condition, delivery, or use of any delivered product, (ii) CN Brown Energy's operation or performance of services or other activities thereon, or (iii) any action, omission or negligence and operation under contract or in connection to the operation or performance of services or other activities pursuant to this Agreement.
- 10) It is the customer's responsibility to monitor the usage at each delivery location, notifying us when a change is made within the property that causes an increase or decrease in usage. If a change in usage occurs and CN Brown Energy is not notified, CN Brown Energy will not assume responsibility for any damage or action due to a run-out. **Customer Initial** _____
- 11) Agreement must be completely filled out and signed by a CN Brown Energy representative and customer to be binding. (The customer agrees that this is a binding agreement and in the event of the customers demise their heirs and/or assignees will fulfill the terms of the agreement.)

- 12) If above address is not the only delivery address, in order to be included in this agreement, additional delivery addresses must be listed below at the time of agreement signing. Delivery addresses may be added with permission.
- 13) Customer agrees to provide plowed, sanded, and safe access to roadways, driveways, and adequate access to tank fill pipe(s) for safe delivery of petroleum products. CN Brown Energy may choose not to deliver products or perform services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of injury or harm to you, its employees, or the public. Customer agrees that CN Brown Energy may suspend service if CN Brown Energy believes an unsafe condition exists. **Customer Initial** _____
- 14) CN Brown Energy or the customer reserves the right to terminate this agreement if CN Brown Energy or the customer does not honor all aspects of this agreement.
- 15) The contract gallons in this agreement are secured by the purchase/commitment of future contracts, at a fixed price, by CN Brown Energy.
- 16) Only properties that the customer owns may be included in this agreement. If a property that the customer does not own is included this agreement could be rendered null and void.
- 17) **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL CN BROWN ENERGY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. CN BROWN ENERGY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU FOR ANY REASON, INCLUDING WITHOUT LIMITATION AS A RESULT OF THE EXHAUSTION OF YOUR FUEL SUPPLY, DAMAGE TO YOUR HOME OR PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.**
- 18) **CUSTOMERS WITH FACILITIES THAT ARE NOT OCCUPIED YEAR-ROUND. IF YOU HAVE CHOSEN AUTOMATIC DELIVERY, IT IS DIFFICULT TO FORECAST HOMES THAT ARE NOT OCCUPIED YEAR-ROUND AS YOUR USAGE PATTERNS CHANGE. IT IS YOUR RESPONSIBILITY TO MONITOR THE FUEL DISTRIBUTION SYSTEM ON YOUR PROPERTY YEAR-ROUND. CN BROWN ENERGY IS NOT LIABLE FOR DIRECT DAMAGES TO PERSONAL AND REAL PROPERTY (INCLUDING, BUT NOT LIMITED TO, DAMAGE RESULTING FROM FROZEN PIPES OR OTHER WATER DAMAGE) THAT OCCURS AS A RESULT OF THE EXHAUSTION OF FUEL IN YOUR SYSTEM. WE RECOMMEND YOU PLACE A TANK MONITOR ON YOUR SYSTEM TO MONITOR THE AMOUNT OF FUEL REMAINING IN YOUR TANK. YOU MUST PROVIDE CN BROWN ENERGY WITH AT LEAST TEN (10) BUSINESS DAYS' ADVANCED NOTICE OF A NEED FOR A DELIVERY TO AVOID THE EXHAUSTION OF YOUR FUEL SUPPLY.**
- 19) Additional terms of service may apply as posted on CN Brown Energy's website, <https://cnbrownenergy.com/>. Customer accepts the terms of service, which may change from time to time. Customer acknowledges receipt of the terms of service applicable as of the date of this agreement. CN Brown Energy reserves the right to change the additional terms of service at any time by posting new terms of service on its website. It is the Customer's responsibility to periodically check the additional terms of service for changes.
- 20) The customer understands that the Prebuy Agreement is a legal and binding document and that by signing the customer is agreeing to its terms. The customer has fully read and understands the terms and conditions of which the customer is agreeing to. **Customer Initial** _____

Number of Tanks: _____

Size of Tank(s): _____

Product used for: Heat only _____ Heat and hot water _____

Gallons used: Year 1: _____ Year 2: _____ 2 Year Average: _____

Minimum gallons purchase: 400 gallons Heating Oil

Purchase not to exceed customers two (2) year gallon average. If customer history is not available, then the maximum amount of gallons available to purchase is 1,000. Exceptions may be allowed upon territory manager approval.

Prebuy Heating Oil gallons _____

Prebuy:

* Prebuy Price Of _____ Per Gallon.

*Less Electricity Discount _____ (if applicable)

*Less Senior Discount _____ (if applicable)

*Adjusted Prebuy Price _____

*Adjusted Price Per Gallon _____ x Gallons Purchased _____ = Total Amount _____

*Total Amount x Sales Tax _____ (if applicable)

*Total Amount _____

*Less Credit On Account _____ (if applicable)

*Total Amount Due _____

*No other cash discounts are applicable to CN Brown Energy Prebuy Pricing.

*In addition to the contract price, customer shall pay all new applicable tariffs, duties, taxes, or other charges now or hereafter imposed by any federal, state, or other governmental authority in the United States or Canada.

Customer Initial _____

Would you like to purchase Downside Price Protection? Yes _____ No _____

- | | |
|--|--------|
| 1. Prebuy Gallons | _____ |
| 2. Downside Price Protection per gallon | \$0.35 |
| 3. Less credit on account (if applicable) | _____ |
| 4. Total due for Downside Price Protection | _____ |

Downside Price Protection is due in full at time of signing. The customer understands that the payment for Downside Price Protection is a non-refundable payment, whether there are any remaining gallons at the end of the contract period or not. Downside Price Protection covers only contracted gallons and does not extend to any additional gallons. Customer Initial _____

Customer Signature

Date

CN Brown Energy Representative Signature

Date

Additional Ship-to address:

1. _____

Gallons used Year 1: _____ Year 2: _____ 2 Year Average: _____

2. _____

Gallons used Year 1: _____ Year 2: _____ 2 Year Average: _____

3. _____

Gallons used Year 1: _____ Year 2: _____ 2 Year Average: _____

4. _____

Gallons used Year 1: _____ Year 2: _____ 2 Year Average: _____