

Allen Bros Oil

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Westminster VT 05158
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CAPPED BUDGET PAYMENT PLAN/BUILT-IN PRICE PROTECTION

IF the market price drops, your price drops with it and if the price increases, your price stays at \$2.299.

The program starts August 10, 2016. A 20% payment is due at time of signing, leaving 8 payments due. Once the purchased gallons have been delivered in full, any additional gallons will be delivered at our low cash price.

Allen Brothers Oil is subject to all Terms and Conditions agrees to sell and deliver TO the BUYER:

NAME: _____ E-MAIL _____
ADDRESS: _____ Phone # 1 _____
CITY: _____ Phone # 2 _____
Deliver to: _____ Account # _____

IF MONTHLY PAYMENTS ARE NOT MADE WHEN DUE

This agreement may be cancelled by seller on ten (10) days' notice

PRICE- It is agreed that all payments will be applied toward payments of the purchase price of fuel which will be at **ALLEN BROTHERS OIL CAPPED OR LOWER Posted Retail Price** in effect at time of delivery.

DELIVERY: The fuel purchased hereunder will be delivered in accordance with **ALLEN BROTHERS OIL automatic delivery** service upon approval of the credit department and when you (BUYER) have a positive **credit balance BEFORE FIRST DELIVERY.**

PAYMENTS – Initial 20% payment of \$ _____ **Due with this signed contract.**

Starting one month from date of initial payment BUYER agrees to make 8 additional consecutive payments of \$ _____ each on or by the 10th of each month up to and including _____. These payments can be done with a credit or debit card monthly for you. **Yes** I would like auto payments.

Card # _____ Exp.date _____ Code _____

COMPUTATION OF MONTHLY PAYMENTS

ESTIMATED SEASONS REQUIREMENTS _____ GALLONS

ESTIMATED SEASONS FUEL COST BASED ON

CAPPED PRICE OF \$2.299 PER GALLON =TOTAL... \$ _____

(-) 20% INITIAL PAYMENT \$ _____

LEAVING 8 PAYMENT, OF.....\$ _____

PLEASE **READ** AND **SIGN** REVERSE SIDE **BEFORE** SENDING IN WITH **PAYMENT.**

We will hold signed copy in office, available upon request.

Accepted: Buyer _____ Sellers: _____ Date _____

TERMS & CONDITIONS

CAPPED BUDGET PLAN/BUILT-IN PRICE PROTECTION

No promises, agreements or representations of **ALLEN BROTHERS OIL** shall be binding upon the **ALLEN BROTHERS OIL** unless made a part of the CONTRACT in writing.

It is also understood and agreed that this CONTRACT shall not be binding upon **ALLEN BROTHERS OIL** until accepted by **ALLEN BROTHERS OIL** at its office and **ALLEN BROTHERS OIL** agrees that in the event that the Order is not accepted, it will refund all monies paid by the **Buyer** herein. The **Buyer** agrees not to assign, sell or transfer the Order, or any interest herein, or in the fuel mentioned, without consent of the Seller, endorsed herein in writing.

- 1) **ALLEN BROTHERS OIL** will deliver the predetermined amount of home heating oil at the **CAPPED AGREED PRICE or LOWER Posted Retail Price (AS written out on reverse)**. The **BUYER** agrees to pay for and take delivery of that amount of fuel oil at THE agreed upon price and terms. The **BUYER** understands and agrees that **any additional** fuel oil WILL be delivered on an automatic basis at **ALLEN BROTHERS OIL** current retail price. (Participation in this plan is on a first come first served basis)
- 2) **BUYER** may not withdraw from this contract until **BUYER** has accepted all agreed upon fuel fulfilling **BUYER'S** obligation to **ALLEN BROTHERS OIL L.L.C.** If **BUYER** BREACHES THIS CONTRACT **BUYER** AGREES TO PAY **ALLEN BROTHERS OIL'S** attorney fees and damages.
- 3) To secure the delivery of the agreed amount of fuel in this contract **ALLEN BROTHERS OIL** has entered into a fixed priced futures contract with their whole sale distributor in accordance to V.T. state requirements.
- 4) It is agreed that any unpaid balance for fuel delivered and or service rendered will be paid by the **BUYER** UPON presentation of an invoice by **ALLEN BROTHERS OIL**. Money owed for Service work will not be taken out of Budget payment credits these need to be paid for separately
- 5) All taxes and governmental charges imposed shall be added to the price paid by the **BUYER**.
- 6) If the **BUYER** moves during the period of this agreement, deliveries will be made to any location in which **ALLEN BROTHERS OIL** operates, or, if the **BUYER** moves out of town or out of state, then **ALLEN BROTHERS OIL** will return ALL unused monies to the **BUYER**.
- 7) The **ALLEN BROTHERS OIL** shall not be responsible for failure to deliver the fuel **DO TO NO FAULT OF THEIR OWN INCLUDING BUT NOT LIMITED TO ACTS OF GOD. ALLEN BROTHERS OIL ALSO RESERVES THE RIGHT TO DENY DELIVERY DUE TO POTENTILLY PUTTING OUR DRIVERS IN DANGER! (BAD DRIVEWAYS, ICY DRIVEWAYS, ETC.)!** **ALLEN BROTHERS OIL** shall have the right at its option to postpone or cancel delivery without liability to the **BUYER** therefore. Should any of the above events occur, the **BUYER** will be notified as soon as possible and made aware of available option.
- 8) It is agreed that payment is due within 10 days of delivery for any gallons delivered over and above the original budgeted gallons.
- 9) I ACCEPT ALL TERMS AND CONDITIONS BUYER _____ SELLER _____