

C.E. Kiff Inc. Prepay & Budget Fuel Price Plan Terms & Conditions

1. Under this agreement, C.E. Kiff Inc. will deliver the quantities of fuel at a price per gallon as agreed upon in the Fuel Price Plan between sign up date and July 31, 2012. Deliveries will be made only to that address, for that fuel type, and to that customer.
2. Customer agrees to automatic fuel delivery beginning at time of sign up. If fuel is delivered in excess of the Fuel Price Plan gallons, the additional gallons will be priced at the current retail price that day of delivery. Automatic delivery will continue after plan gallons are delivered until written notice from the customer is given to C.E. Kiff, Inc.
3. C.E. Kiff Inc. will be the customer's exclusive fuel supplier during this plan. If at any time during the Fuel Price Plan C.E. Kiff Inc. is no longer the customer's exclusive fuel supplier or the customer suspends automatic fuel delivery the Fuel Price Plan will be null and void and all Fuel Price Plan monies will be forfeited at that time and not available for refund or future use.
4. If a credit balance exists after July 31, 2012 the credit balance will carry forward and remain as a dollar credit on the account. No refunds will be issued, credit balances may be for future purchases of fuels or services. Capped Prepay and Capped Budget Fuel Plan gallons will have an additional \$0.30 per gallon fee, non-refundable, due at signing. *Budget Cap payments will be included in the monthly payment.
5. Payment for Fuel Price Plan must be made at the time of sign up in order to secure the quoted rates. *Budget Program – First payment (August Payment) due at time of sign up. Monthly payments thereafter are due on or before the 15th of each month. If budget payment is not received by date due or monthly payments are not kept current, C.E. Kiff, Inc. reserves the right to terminate the customer's Fuel Price Plan, suspend automatic fuel delivery, and any future fuel delivered will be billed at the current retail price. No refunds will be given.
6. If payment is not accompanied by a signed Fuel Price Plan, payment will serve as written consent to enroll customer in the apparent Fuel Price Plan that may have been verbally discussed between C.E. Kiff Inc. and customer.
7. C.E. Kiff Inc. reserves the right to cancel or adjust the price per gallon of any program to coincide with the date on which the payment/Fuel Price Plan is received if the quoted price is no longer available.
8. If a customer requests a delivery prior to the automatic delivery date scheduled by C.E. Kiff Inc., customer will be subject to certain delivery surcharges: \$125.00 delivery charge if after normal business hours, \$75.00 off-route delivery charge if during normal business hours, \$25 delivery charge if delivery is less than 150 gallons (minimum delivery quantity). All surcharges are taxable.
9. Past due Balances must be paid in full prior to beginning a Fuel Price Plan.
10. Customer will hold C.E. Kiff Inc. harmless in the event property is damaged while making a delivery. In no way will C.E. Kiff Inc. be held responsible for damages directly or indirectly related to a fuel delivery being made, including but not limited to driveway / sidewalk damage, siding discoloration, landscaping. Customer understands that fuel storage tank and related piping and fittings are customer's property and they are fully responsible for proper maintenance and / or replacement. Customer agrees C.E. Kiff Inc. will be held harmless in the event a fuel storage tank and or related piping and fittings fail and a fuel release occurs whether directly or indirectly as a result of a fuel delivery.
11. Customer understands that it is their responsibility to have driveway maintained so deliveries can occur at any given time. Tanks and related piping will be accessible for delivery at all times. C.E. Kiff Inc. reserves the right to deny delivery for any reason deemed unreasonable, unsafe or in violation to regulations relating to fuel delivery. Customer agrees to hold C.E. Kiff Inc. harmless in the event a delivery is not made due to such stated conditions or any reason deemed unsafe or an environmental hazard. C.E. Kiff Inc. will not be held responsible for any freeze up loss for any reason. C.E. Kiff Inc. reserves the right to cancel Fuel Price Plan with or without a refund in the event such conditions make it unsafe or impossible to deliver fuel.
12. This plan may be canceled by C.E. Kiff Inc. if C.E. Kiff Inc. is unable to perform this program due to events beyond its control including but not limited to acts of God, unusually severe weather conditions, war, acts of terrorism, riots, labor unrest or the failure of its suppliers to provide fuel at the program prices and or quantities. If this plan is canceled by C.E. Kiff Inc. due to events beyond its control, any credit balance will be refunded to customer and Fuel Price Plan will be cancelled.
13. C.E. Kiff Inc. customer account terms, conditions, and policies apply.