



C.E. Kiff Inc. Prepay & Budget Fuel Program Agreement Terms & Conditions

1. Under this agreement, C.E. Kiff Inc. will deliver the quantities of fuel at the price per gallon as agreed upon in the Fuel Program Agreement between sign up date and May 31, 2010. Deliveries will be made only to that address, for that fuel type, and to that customer. C.E. Kiff Inc. will be the customer's exclusive fuel supplier during this agreement.
2. If at any time during the Fuel Program Agreement C.E. Kiff Inc. is no longer the customer's exclusive fuel supplier or the customer suspends automatic fuel delivery the Fuel Program Agreement will be null and void and all Fuel Program Agreement monies will be forfeited at that time and not available for refund or future use.
3. Capped Prepay and Capped Budget Fuel Program gallons will have an additional \$0.25 per gallon fee, non-refundable, due at signing. *Budget Cap payments will be included in the monthly payment.
4. Customer agrees to make payments on time for monthly budget program. If budget payment is not received by date due or monthly payments are not kept current, plan will be terminated and fuel will be billed at the current posted price. No refunds will be given and C.E. Kiff Inc. reserves the right to terminate automatic fuel delivery.
5. Payment for Fuel Program must be made at the time of sign up in order to secure the quoted rates. *Budget Program – First installment (August Payment) due at time of sign up. Monthly installments thereafter due on or before the 15th of each month.
6. Past due Balances must be paid in full prior to beginning a Fuel Program Agreement.
7. If payment is not accompanied by a signed Fuel Program Agreement, payment will serve as written consent to enroll customer in the apparent Fuel Program that was verbally discussed between C.E. Kiff Inc. and customer.
8. 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 is received if the quoted price is no longer available.
9. Customer agrees to automatic fuel delivery beginning at time of sign up. If fuel is delivered in excess of the Fuel Program Agreement gallons, the additional gallons will be priced at the current posted price that day of delivery.
10. 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. \$90.00 call out if after normal business hours, \$75.00 off-route if during normal business hours, \$25 if delivery is less than 150 gallons (minimum delivery quantity). All surcharges are taxable.
11. If a credit balance exists after May 31, 2010 the credit balance will carry forward and remain as a dollar credit on the account. No refunds will be issued, credit balances may be used to purchase fuels or services.
12. 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.

13. 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 Program Agreement and refund customer credit balance in the event such conditions make it unsafe or impossible to deliver fuel.
14. This agreement 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 agreement is canceled by C.E. Kiff Inc. due to events beyond its control, any credit balance will be refunded to customer and Fuel Program Agreement will be cancelled.
15. Regular C.E. Kiff Inc. account Terms & Conditions apply.