

## EZ Pay Oil “Capped” 12 Month Budget Plan

### Terms and Conditions

Before acceptance, *EZ Pay “Capped” 12 Month Budget Plan* accounts must be current and on automatic delivery to enroll. Each oil tank or account requires a separate agreement. This is a capped price program. Your delivered price will not exceed the capped price but can be lower if our retail price is lower at time of delivery. Your protected gallons will not be affected unless non-oil charges remain unpaid for more than 60 days. Should the non-oil charges remain unpaid for 60 days, we will then reduce your protected gallons by the amount of the past due balance.

The plan offered in this agreement covers automatic deliveries from acceptance of agreement through May 31, 2025 or until all protected gallons are delivered – whichever is sooner. This offer is subject to being withdrawn at any time up to and until we have accepted your completed agreement. If you obtain fuel from another company other than J. J. Sullivan, Inc., if you refuse automatic delivery, if at any time your account is not current, or if you become delinquent in your monthly budget payments, we may terminate this agreement.

This price program will commence with completed agreement necessary payment, and acceptance by J.J. Sullivan, Inc. You agree that we have the right to recover any fees or expenses including attorneys’ fees we may incur in collecting unpaid amounts due from you. If this agreement is terminated for any reason before May 31, 2025, and all protected gallons have not yet been delivered, liquidated damages will apply. Damages will be calculated as follows: the number of protected gallons not yet delivered multiplied by the greater of A) \$0.15 per gallon or B) the difference between our retail if lower than the protected price and your locked price as of the date of termination. Once a program has been terminated it cannot be reinstated.

On May 31, 2025, the end of the agreement term, any unused protected gallons will be converted to a cash credit balance on your account. Unused gallons are not transferable to next year’s program, although the cash credit can. On automatic delivery, your tank will be filled when your ticket comes due for delivery regardless of how many protected gallons you may have left. Your June payment is due upon agreeing to our terms. If you initiate the EZ Pay Plan after June 30, 2024, you must include June and any subsequent monthly payments.

Online at [jjsullivaninc.com](http://jjsullivaninc.com) your current balance is not reflected in the price calculations and does includes the \$0.30 cap fee.

Payment will be due on or before the 10th day of each month, commencing on the acceptance date of this agreement and ending in May 2025. Our EZ Pay ‘Capped’ Budget Plan qualifies you for a \$0.05 per gallon prompt pay discount as long as you maintain a credit balance equal or greater than amount of delivery. Should you become delinquent in your monthly payments, you will be removed from the “Capped” 12 Month Budget Plan and will pay regular retail rate for any future

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oil deliveries. Acceptance of a late payment will not affect J. J. Sullivan, Inc.’s right to terminate this agreement on subsequent late payments or impose liquidation damages.

JJ Sullivan has purchased the necessary futures/NYMEX options to insure this offer.

**DISCLOSURE NOTICE CONCERNING CREDIT CARD PAYMENT.** If you pay by credit card for a prepaid guaranteed heating fuel price plan contract, you may be entitled to recovery payments pursuant to the federal FAIR Credit Billing Act or your credit card company’s terms and conditions if heating fuel is not delivered to you in accordance with the contract.