

Single Payment Oil “Locked” PrePay Plan

Terms and Conditions

Prepay accounts must be current and on automatic delivery to enroll. Each oil tank or account requires a separate agreement. 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 Prepay 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 This offer is subject to being withdrawn at any time up to and until we have accepted your completed agreement. We may terminate this agreement if you obtain fuel from another company other than J. J. Sullivan, Inc. or refuse automatic delivery.

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 contract 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. 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.

J.J. 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.