

BUXTON OIL COMPANY
PRICE PROTECTION PROGRAM
2010-2011

603-679-5600

603-772-3400

WWW.BUXTONOIL.COM

Date: September 14, 2010

Buxton Oil is pleased to offer the following programs. Please take time to read our enrollment form and sign at the bottom. If you have any questions, feel free to contact us at the above phone number or e-mail us at buxtonoil@earthlink.net.

Buxton Oil agrees to sell #2 home heating oil at \$2.799 per gallon for the 2010-2011 contract periods. An additional *Discount* of Ten Cents per gallon can be taken if paid by cash, check only for the cost of \$2.699 per gallon.

1. The price protection program starts October 1, 2010 and ends on April 30, 2011 or until your contracted gallons are consumed, which ever may come first. Once your contracted gallons are consumed, you will receive the discounted daily rate. Minimum purchase is 500 gallons of #2 Fuel Oil.
2. Any oil purchased before October 1, 2010 and after April 30, 2011, I agree to pay Buxton Oil the posted retail price on the date of delivery (within 5 days of delivery).
3. I agree to be enrolled in Buxton Oil Company Automatic delivery program for the duration of this agreement and shall be allowed to stay on automatic as long as my account in good standing or until I terminate my account by written notice delivered to the office of Buxton Oil. All automatic accounts must have a Credit Card authorization form on file.
4. If I terminate this agreement before its completion, I agree to pay Buxton Oil Company a termination fee in the amount of \$600.00. This agreement may be cancelled within 48 hours from date of return of this contract without a cancellation fee. No exceptions.
5. Any deliveries, which have been requested by the customer, that are less than 100 gallons are subject to a delivery charge of \$60.00.
6. Payment must be received in full with signed enrollment form to make valid within a 10 day period from the date located at the beginning of the contract. We will not honor contracts due to lack of funds or any return of payments for any reason.
7. All prior balances must be paid in full before starting new program. Your last delivery on the pre-buy program will be a fill. We are unable to deliver only the amount remaining of your contracted fuel. At the end of the Prebuy season, at the customer's request, we cannot top-off tanks that do not meet our minimum delivery, or delivery will be subject to a \$60.00 charge.
8. All locked in rates are fixed and will not change with the daily market.
9. If you decide to purchase the down side protection, your rate will never go above the fixed price; however, if the market drops, you will get our retail daily price.
Down side protection fee must be paid upon signing form and is **non-refundable**.
Downside protection gallons must be used up first. All credits occurred throughout the heating season are held until end of contract.

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"Business of the Decade"

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***Force Mejeure: The customer acknowledges Buxton Oil Company may be prevented from supplying fuel oil at this price due to factors beyond their reasonable control. The customer agrees that Buxton Oil Company shall not be liable for any damages caused by delay or failure to perform in whole or in part, failure to supply fuel oil at the price specified in this agreement. Such factors include, but are not limited to, acts of God, strikes, fires, floods, unusually severe weather, war, failure of public utilities, common carriers or suppliers or services to Buxton Oil.

***You agree to Fuel deliveries only from Buxton Oil under this Contract until all of your Contracted gallonage is delivered to you.

***This contract price is subject to change without notice, and is on a limited time, limited quantity basis. Please contact the office to confirm price.

***At the end of the Prebuy season, at the customer's request, we cannot top-off tanks that do not meet our minimum delivery, or delivery will be subject to a \$60.00 charge.

***Remaining gallons at the end of the program will be kept as a monetary credit on customers account. Credits can be rolled over to future oil programs, or applied to future oil purchases.

All refunds will be subject to the cancellation fee.

***Down side protection fee must be paid upon signing form and is non-refundable. Downside protection gallons must be used up first. All credits occurred throughout the heating season are held until end of contract.

***You are responsible for estimating how many gallons of fuel you wish to buy at the fixed price and you agree to make a reasonable effort to accurately estimate your actual needs.

In the event the Customer refuses oil during the Contract Period and or receives oil deliveries from another Oil Company an early termination fee will apply. This fee is 50% of the original contract amount and will be deducted accordingly.

This fuel agreement may be terminated by our Company if you are in default or if there is any dispute that cannot be resolved between the two parties.

BUXTON OIL COMPANY
P.O. BOX 900, EXETER, NH 03833
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Name _____

Street _____ Town _____

(Mailing address if different)

Street _____ Town _____

Home Phone _____ Cell _____

Account: _____ E-mail _____

Prepay #2 Oil Program-Purchase specific gallons of home heating oil at a locked-in rate of \$2.699 (Check or Cash price).

If you elect to pay by Credit or Debit Card, the prepay price will be at \$2.799 gallon.

Purchase _____ Gallons @ \$2.699 = \$ _____

Purchase by Credit Card _____ Gallons @ \$2.799=\$ _____

You may purchase Downside Protection @ \$.25 cents per gallon. If our daily rate falls below the locked in rate, you will be charged the lower price.

Downside Protection Gallons @ \$.25 cents per gallon _____ =\$ _____
(Non Refundable)

MC/VISA # _____ Exp Date ___/___ Pin _____

Credit card authorization form must be on file at our office at all times.

Total Amount Due \$ _____

CASH CHECK

I have read this agreement and agree to abide and be bound by the terms set forth.

Signature _____ Date _____

Please visit us online at WWW.BUXTONOIL.COM