



203 B Rockingham Road / Mailing address: 5 Dustin Ave
Derry NH 03038
603-434-9224 603-635-9955

2022-2023 WINTER SEASON PRE- BUY PLAN

TERMS: If you wish to pre-buy oil for the coming heating season please sign and complete the enclosed form and return it to us with 25% of the total due. This is a non-refundable deposit that allows us to commit to our supplier's agreements. Failure to pay the total dollar amount you commit to will result in a forfeit of your deposit. You may pay by cash, check, credit card (we accept Master Card and Visa) or money order. There are no additional charges regarding payment type used. By signing this contract you agree to pre-purchase your heating fuel from Rockingham Oil for the contract period. Total payment must be received by October 1, 2022. Prebuy Contract Customers will be placed on automatic delivery from **October 1, 2022 thru March 31, 2023**. Automatic delivery may not be stopped during this period and all gallons delivered will be applied to your pre-buy contract gallons. Deliveries before October 1, 2022 will be at the regular daily rate. All pre-buy purchases are final. Balances will not be returned or refunded. If, at the end of the heating season (March 31, 2023) there is a credit on your account, it remains on the account. It may be applied to future oil deliveries at the daily rate at time of delivery, or service work and installations. If the funds in your account are used up, or the gallonage is reached, before March 31, 2023 the pre buy plan is then terminated and any future automatic deliveries from that point will be charged at the current daily rate and will be due in full within 10 days of delivery. You must notify us if you wish to be removed from automatic delivery after the pre-buy program is over. Rockingham Oil LLC reserves the right to limit the number of pre buy plans sold at anytime.

Downside protection insurance on pre-buy pricing is available for 60 cents (.60) per gallon. This insurance provides a guarantee that you get the lower price of the Pre-buy rate or the daily rate on the date of delivery. It does not get credited to your account balance and is not refundable. Downside protect must be paid for at the time of the initial contract deposit in full.

Force Majeure: Rockingham Oil (seller) agrees to assure the delivery of contracted gallons through the purchase of futures contracts sufficient to cover all prebought gallons with our suppliers for the duration of the contract period. Seller's obligations to perform under this contract is subject to floods, fires, strikes, wars (declared or otherwise), accidents, code violations, embargoes, contingencies of transportation, governmental orders or regulations, compliance with requests from governmental authorities, supply disruptions beyond the sellers control, other acts of god or causes beyond the sellers ability to control. Should any of the above occur, the customer will be notified as soon as possible about their options which may include termination of this contract and a refund of any remaining balance within 30 days.

By signing this document the customer acknowledges the following:

This fixed price offer is based on current market conditions and is a legally binding contract to purchase a specified number of gallons of heating oil from Rockingham Oil LLC during the contract period

The price of this contract is fixed during the contract period regardless of market fluctuations up or down during that time.

This contract does not include downside protection of any kind unless selected by the customer and paid for in full with the return of this contract

The contracted gallons are not transferable to any other person, account, or address.

All deliveries during the contract period will be made using our automatic delivery scheduling system and may not be paused during the contract period.

The cost of any unused gallons after the completion of the contract period will not be refunded and will remain as a balance on the customer's account to be used for future deliveries and service.

Payment must be made in full for the contracted gallons by October 1st, 2022 or the seller reserves the right to terminate the contract.

The customer must maintain a heating storage tank that meets all current code requirements and is free from any defects, leaks, or issues that would prevent the seller from delivering. The seller reserves the right to inspect heating oil tanks to ensure compliance.

The customer agrees to maintain a safe and direct path from the fill location to the road or driveway free from snow, debris, obstacles, animal droppings, or other hazards during the contract period. Failure to do so may delay delivery.

If you have any questions, please feel free to contact us at (603) 434-9224.

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2022-2023 WINTER SEASON PRE- BUY PLAN

Name (Print) _____

Address: _____

Delivery Address if different: _____

Phone: _____ Driver's License # _____
Or Soc. Sec # _____

I wish to enroll in the Pre- Buy price program. I am placing funds as a credit to my account based on the following: _____ gallons @ \$4.49 **per gallon** (min 500 gallons)

Total Due \$ _____ A minimum of 25% enclosed with this enrollment form \$ _____

I understand that 25% deposit is due with this submission and full payment must be made by October 1, 2022 to be eligible for this plan. Failure to make full payment of indicated purchase will result in a forfeit of my deposit.

Yes, I want downside protection at .60 per gallon. Additional Enclosed is \$ _____

No, I do not want downside protection (default)

Customer Printed Name: _____

Customer Signature _____

Date:
