

PLEASE READ THE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS GOVERN THE PURCHASE OF FUEL FROM VALLEY ENERGY SERVICES, LLC, D/B/A VALLEY PROPANE & FUELS.

1. **TERMS OF PAYMENT:** Terms of payment are net thirty (30) days, unless otherwise agreed. Finance charges will apply to any invoices not paid within terms. In the event you fail to make payments as agreed, we reserve the right to terminate or suspend deliveries.
2. **EQUIPMENT.** The oil storage tank and associated piping (including oil lines) belong to you, or the property owner. As such, Valley neither assumes nor accepts any responsibility for the condition, repair or maintenance of your equipment. Remediation requirements resulting from spills, leaks or overfills due to a defect in, malfunction of or any other cause not attributable to Valley, is the sole responsibility of the owner of the equipment. You agree to have your equipment regularly inspected and serviced. Valley requires all oil storage tanks to be equipped with overfill protection, including the installation of an oil level vent alarm system at your expense. If we attempt a delivery to you and are unable to deliver because of faulty storage equipment, you agree that we reserve the right to charge a standard delivery fee for the labor and mileage associated with the attempted delivery. PLEASE NOTE THAT VALLEY DOES NOT SERVICE FUEL OIL TANKS. WE HAVE RELATIONSHIPS WITH AND CAN REFER YOU TO PREFERRED SERVICE PROVIDERS WHO CAN SERVICE YOUR TANK AND EQUIPMENT. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND CONDITION OF YOUR TANK(S), FILL PIPES AND HEATING SYSTEM. VALLEY ASSUMES NO RESPONSIBILITY FOR INSPECTING OR MAINTAINING YOUR TANK(S), FILL PIPES OR HEATING SYSTEM. FAILURE TO MAINTAIN A SAFE AND SOUND HEATING OIL TANK(S), FILL PIPES AND HEATING SYSTEM PRESENTS RISKS OF PROPERTY DAMAGE, ENVIRONMENTAL CONTAMINATION AND CLEAN-UP EXPENSE, PERSONAL INJURY AND DEATH. USE OF AN EXTERIOR FUEL TANK(S) PRESENTS THESE SAME RISKS DUE TO FUEL THICKENING IN COLD WEATHER, INTERRUPTING FUEL FLOW. BY ACCEPTING THIS FUEL AGREEMENT AND ORDERING PRODUCT FROM VALLEY, YOU AGREE THAT YOU ARE VOLUNTARILY ASSUMING ALL RISKS, KNOWN AND UNKNOWN, IN CONNECTION WITH YOUR TANK(S) (WHETHER INTERIOR OR EXTERIOR), FILL PIPES AND HEATING SYSTEM AND HEREBY RELEASE AND FOREVER DISCHARGE VALLEY, ITS AGENTS, MEMBERS, MANAGERS AND AFFILIATES FROM ALL CLAIMS OR LIABILITY FOR DAMAGE, INJURY OR DEATH ARISING OUT OF ANY CONDITION RELATING TO YOUR TANK(S), FILL PIPES, OR HEATING SYSTEM, OR FROM USE OF AN EXTERIOR FUEL TANK, SPECIFICALLY INCLUDING ANY CLAIMS OR LIABILITY RELATING TO NEGLIGENCE OF VALLEY, ITS AGENTS, MEMBERS, MANAGERS OR AFFILIATES. If you have more than one petroleum storage tank located anywhere on your property (either in active use or inactive), it is your responsibility to clearly label each tank to prevent accidental fuel delivery to an incorrect storage tank. We are not responsible for deliveries to incorrect tanks when tanks are not appropriately labeled, and we have not been notified in writing that multiple tanks are located on the property. If you have tanks or piping that have been taken out of service, it is your responsibility to remove or disable all fill pipes to avoid damage to your property or the environment.
3. **ORDER SCHEDULING AND DELIVERY.** Emergency or "same day" orders will not be accepted through voice mail or email. Do not place a "same day" or "emergency" order online.

Please contact a Valley customer service representative directly to see if we may accommodate you. Same day and/or Emergency Deliveries are subject to additional fees. Valley office hours are Monday - Friday 8:00 AM - 5:00 PM. Offices are closed on all federal holidays and weekends. You must contact Valley and speak with a Valley customer service representative if you wish to cancel any order. Orders scheduled for delivery within 24 hours are not cancellable unless it is for reasons of safety.

- 4. LIMITATION OF LIABILITY.** We are not responsible for a delay or failure to perform our obligations under these Terms if there is an event beyond our reasonable control, including without limitation any of the following types of events: fuel or labor shortage, an interruption in deliveries from our suppliers, embargoes, strikes, riots, war, terrorism, accidents, disorders, acts of God, or acts of any type by any governmental authority. In each and every case, we have the right either to cancel or to postpone any delivery without any liability whatsoever. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL THE VALLEY, ITS EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES.
- 1. MISCELLANEOUS.** If you experience a problem with a fuel oil delivery, you should call (585) 669-9330 and describe the problem to a Valley customer service representative..
 - 2. UNSAFE CONDITIONS:** If, at our sole discretion, we determine for reasons of safety, either in equipment or site conditions, that we cannot make the delivery, we have the right to cancel or to postpone any delivery without any liability whatsoever.

Customer Name: _____

Signature: _____

Date: _____