

Hometown Oil, LLC 300 Constitution Ave, Suite 1 Portsmouth, NH 03801 Ph: 603-501-4555 Fax: 603-501-4556 www.hometown-oil.com info@hometown-oil.com

## **Terms and Conditions**

- Fuel supplied is #2 heating oil and / or a blended product for outside tanks as well as on and off road diesel. We receive our supply locally in Portsmouth.
- All information is used strictly for Hometown Oil and will remain private and confidential.
- Hometown Oil may use your contact information to send information we believe to be helpful.
- Any accounts on automatic delivery will remain on automatic delivery with full tanks delivered unless we are notified.
- With automatic delivery, full tanks of oil will be delivered exclusively from Hometown Oil.
- Any disruption in payment may delay delivery. If balance is outstanding over 30 days, credit card will be charged for amount due including finance, transaction, and cancellation fees.
- Oil is delivered when our system calculates it is needed so we cannot be held responsible for issues / damages due to running out of oil. We should be notified if usage changes and / or alternative sources of heat are utilized at any time.
- To access the fill pipe, driveways are used for deliveries. We require clear access to the fill pipe including removal of snow and ice and will not be responsible for any damages / costs incurred if we are unable to deliver due to inaccessibility
- Hometown is not required to make a delivery if we determine it is unsafe or not feasible for any reason.
- Due to the cost, if our emergency oil delivery service is utilized, after hour charges may apply. Making a delivery after normal business hours are done or not done at the sole discretion of Hometown Oil.
- We reserve the right to correct any typographical or clerical errors in any prices / payments quoted.
- We cannot be held liable for damage caused from congealed oil in outside tanks due to various factors causing oil to gel beyond our control. Our blend product will not freeze under normal conditions.
- In the event of a delivery error where more oil is delivered than ordered, customer is responsible to pay for the "extra" oil. We will give gracious payment and pricing terms to rectify the overage.
- Force Majeure: We recognize that our customers understand Hometown Oil may be prevented from supplying fuel oil due to factors beyond our control. This serves as agreement that we shall not be held liable for any damages caused by delay or failure to supply fuel oil in a specified timeframe. Some failures may be due to factors beyond our control which include but are not limited to, acts of God, unusually severe weather, mechanical failures, labor issues, fires, floods, failure of public utilities, and supply shortages.
- In the event of supply shortage, deliveries may be disrupted and or cancelled. Hometown Oil will determine the allocation of any oil supply if needed.
- Automatic Debit / Payment Terms: I authorize Hometown Oil to debit my bank account or charge my credit
  card as agreed. I have provided a copy of a voided check that contains my Bank name, Bank Account Type,
  Bank ABA routing number, and bank account number. EZ payment is processed on the 15th of each month.
  If I wish to change the bank account, I must send the request in writing or via e-mail and pay any balance
  due.
- Any returned payment (check / eft) will incur a \$35.00 fee.