

## Hometown Oil – Price Plan Terms & Conditions



1. As required by the NH Attorney General under RSA 339:79, IV, we guarantee to have the gallons you buy secured with our suppliers. We obtain these gallons by purchasing physical supply contracts and /or hedging these gallons with calls and puts.
2. All contracts are for #2 heating oil unless otherwise specified.
3. The contract price is used for specified gallons delivered between October 1, 2025 – April 30, 2026. Other deliveries are billed at market price with the balance due.
4. Once the contract period expires, any remaining monies are applied to future deliveries at the daily price, and accounts will remain on automatic delivery until we are notified in writing.
5. EZ Pay renews yearly. You will be notified of the new payment amount and can opt out at that time.
6. The Cap Plan also renews yearly. The timing of renewal may not coincide with the EZ Pay renewal. The Cap price/premium will vary each year based on market conditions. You will be notified of the renewal and can opt out at that time.
7. 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.
8. With automatic delivery, full tanks of oil will be delivered exclusively from Hometown Oil.
9. All information is used strictly for Hometown Oil and will remain private and confidential.
13. Oil is delivered when our system calculates it is needed. We cannot be held responsible for issues due to running out of oil if usage changes and/or alternative heat sources are used. If emergency delivery service is required and the issue is service-related, after-hours charges apply.
14. The downside price protection and administrative fees are non-refundable.
15. Early Termination/Cancellation Fee =  $\$1.50 \times \text{Remaining Gallons}$ .
16. Non-Consumption Fee: Since we pre-buy fuel at a set price, if market prices drop below your contract price and you do not use all gallons ordered, we have the right to apply a non-consumption fee as follows:  $\$1.50 \times \text{Remaining Gallons}$
17. Due to aggressive contract pricing, no coupons, discounts, or special offers can apply.
18. Any disruption in payment may delay delivery. If a balance is outstanding for over 30 days, the credit card on file will be charged for the amount due, including finance, transaction, and cancellation fees.
19. We reserve the right to correct any typographical or clerical errors in prices or payments quoted.
20. We cannot be held responsible for damage caused by congealed oil in outside tanks due to extreme temperatures. Our blend product will not freeze under normal conditions.
21. Force Majeure: Hometown Oil is not liable for failure to supply fuel at the agreed price due to factors beyond our control, including but not limited to: acts of God, severe weather, war, strikes, fires, floods, public utility failures, supplier shortages, and changes in federal, state, or local regulations.
22. Automatic Debit Terms: I authorize Hometown Oil to debit my bank account. A voided check containing my Bank Name, Account Type, ABA Routing Number, and Account Number has been provided. EZ Payments are processed on the 15th of each month. If I wish to change my bank account, I must submit the request in writing or via email and pay any balance due.
23. Tariffs and Adjustments:

In the event that a government-imposed tariff, duty, tax, or similar surcharge is applied to the cost of oil after a Price Protection Plan has been established, Hometown Oil reserves the right to adjust the agreed-upon Lock-In/Fixed Price or Cap Price to reflect the additional cost. This adjustment will be calculated based on the per-gallon impact of the tariff and added to the base price of the plan. Customers enrolled in a Price Protection Plan will be notified of any such adjustment as soon as reasonably possible. By enrolling in a plan, the customer acknowledges and agrees that these external cost factors may impact the final per-gallon price, even after a price agreement has been made. Hometown Oil is committed to transparency and will make every effort to communicate any changes clearly. However, tariff-related adjustments are non-negotiable and will be applied as required to account for increased costs.