

GORDON OIL
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AUSABLE FORKS, NY 12912
518-647-8870
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“SERVING THE NORTH COUNTRY SINCE 1941”

Thank you for doing business with Gordon Oil. We are pleased to offer you the following options for the 2011-2012 heating season. Please pass this information along to family and friends as we are always accepting new customers.

Option #1: Automatic Delivery Discount Plan

The Automatic delivery plan gives a **five (5) cent** discount off the **cash** price when your invoice is paid within 10 days. You must be on automatic delivery to receive the discount.

Option #2: Budget Plan

The Budget Plan allows you to pay the same payment for 12 months at the daily **cash** price. Your budget payment is based on your yearly usage. You will be charged the daily **cash** price and at the end of the heating season (April 30, 2012) Gordon Oil will apply a **five (5) cent** discount per gallon delivered and paid for towards your next season's delivery.

Option#3: Fixed Price Pre-pay Plan

Pre-buy plan offers you a **fixed** price for the term of the agreement (October 1, 2011- April 30, 2012). **The Pre-Pay Price is \$3.60 for fuel oil and \$4.00 for kerosene.**

Option #4: Floating Pre-pay Price

This program gives you the opportunity to pre-pay for your oil in advance at a **floating** price that will be **\$.10 cents** less per gallon than the daily **cash** price, at each delivery date. We will use the daily cash price as a base to purchase your gallons.

Please note: Options 3 and 4 you must purchase a minimum of 500 gallons, be on automatic delivery and a 50% down payment is due with signed contract and the balance due by November 1, 2011. After your pre-paid credit has been used, you will be moved to the Option #1(Automatic delivery discount plan).

CUSTOMER AGREES AND UNDERSTANDS THAT THE PRICE FOR OPTION #3, THE PRE-BUY GALLONS ARE FIXED.

Customer understands that upon execution of this agreement, Gordon Oil may enter into contracts or arrangements to obtain and secure supply of the committed gallons to supply customer at the fixed price at time of delivery. Customer acknowledges that Gordon Oil cannot predict whether the price of fuel will go up or down, and that the fixed price shall apply to all committed gallons even if the Gordon Oil posted price is less than the fixed price at the time of delivery. Therefore, if at the end of the lock-in period, or on earlier termination of this agreement by reason of customer's default, customer has not purchased the full amount of committed gallons, or if customer otherwise fails to fulfill customer's obligations under this agreement, Gordon Oil will have the right to assess and collect from customer a charge equal to the number of committed gallons remaining multiplied by the amount by which the fixed price exceeds Gordon Oil's posted price for the fuel to customer's class of trade as of the date of termination. Gordon Oil shall not be held responsible for the agreement if, during the term, a disaster, major petroleum supply disruption or other incident or event beyond Gordon Oil's control makes fulfillment of this agreement impractical or impossible. The Gordon Oil general terms and conditions set forth on the customer credit application shall apply to all deliveries. Customer understands that this agreement shall not be binding on Gordon Oil and Gordon Oil shall have the right to terminate this agreement if payment for fuel delivered is not received within established credit terms.

This contract must be returned if you are choosing to participate in a plan. If you do not return this contract then your payment will be your agreement to all terms and conditions of this contract.

Please retain top portion for your records

I have read the terms of the agreement, and agree to abide by them.

- Option #1: Auto Delivery
- Option #2: Budget Plan
- Option #3: Fixed Price Pre-Buy Plan
- Option #4: Floating Price Pre-Buy Plan

I enclose my check for _____ gallons Fuel___ Kerosene___ Mix___
Amount of Check \$ _____

I authorize you to charge my credit card for \$ _____
Credit Card # _____ exp _____

I authorize you to keep my credit card on file for automatic payments (budget or auto delivery). _____ Credit Card
_____ exp _____

PLEASE FILL IN ALL INFORMATION TO UPDATE OUR RECORDS.

Signature _____ Date _____

Name (Print) _____

Mailing Address _____

Delivery Address _____

Phone _____
