

UPPER CANADA FUELS HOME HEATING AGREEMENT

UPPER CANADA FUELS agrees to supply your home heating oil requirements at your residence for the heating season and subsequent heating seasons thereafter. This agreement will automatically continue from year to year but may be terminated by either party at any time by giving 30 days written notice.

As an automatic customer we will fill your tank from time to time without order so as to maintain an adequate reserve of home heating oil. However, should the reserve fall to an abnormal low level or should there be any alteration in your building, storage tank capacity, or fuel requirements, we should be advised immediately.

Upper Canada Fuels shall not be liable for failure to supply fuel oil hereunder if prevented by acts of God, fire, labour disturbances, impassable roads, shortages of fuel oil, or any other reasonable cause beyond our control. In the event of shortages, Upper Canada Fuels reserves the right to allocate supply as it sees fit amongst its customers. Upper Canada Fuels shall not be liable for injury or damage to persons or property resulting from the existence and operation or non-operation of your oil burner. Further, we shall not be liable for any special or consequential damages resulting from our failure while your residence is vacant nor for any special or consequential damages resulting from our failure to perform hereunder. Will-Call customers must give two business days notice for fuel oil delivery requests, otherwise Upper Canada Fuels will not be required to complete your delivery order. The customer assumes responsibility for all deliveries made to the listed delivery address.

Credit Terms — Accounts are to be Paid in Full upon receipt of statement.

Balances not paid according to terms are subject to a service charge of 2% per month (26.8% per annum compounded).

Tendering a cheque that is returned Non-Sufficient Funds automatically terminates credit privileges.