



2023-2024 Oil Pre-Buy Fixed Plan Agreement

This 2023-2024 Oil Pre-Buy Fixed Price Plan Agreement (the "Agreement") is made by and between Energy North Incorporated d/b/a Haffners Energy (the "Company") and _____.
(Customer Name)

A new heating season is approaching, and you can now be guaranteed a price per gallon. For the 2023-2024 heating season, Haffners is offering an Oil Pre-Buy Fixed Price Plan (the "Program").

Effective period for oil deliveries: Monday, September 18, 2023 – Friday, April 26, 2024

Sign-up Deadline: Friday September 29, 2023

Payment Deadline (with signed Agreement): Friday September 29, 2023

PROGRAM AVAILABILITY is **LIMITED, ON A FIRST COME FIRST SERVE BASIS**, and **SUBJECT TO APPROVAL**.
The Agreement is not valid until payment is received in full.

Pre-Buy Plan – 400 gallons or more: \$3.899 per gallon

\$x _____ gallons = \$ _____ Pre-Pay Amount

IF OIL PRICES CHANGE AFTER YOU SIGN AND WE RECEIVE THIS AGREEMENT YOU WILL NOT BE ENTITLED TO ANY REFUND OR CREDIT.

Add Downside Protection - \$0.25 per gallon non-refundable fee (If our posted cash price is less than our fixed price, you will receive the lower price)

\$0.25 x _____ gallons = \$ _____ Downside Protection Fee Amount

Signed Agreement and total payment to include any applicable downside protection fee must be received by this office no later than:

Friday September 29, 2023

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I, _____ (the "Customer"), understand and agree that following terms and conditions shall also apply to Haffners's 2023-2024 Oil Pre-Buy Fixed Price Plan:

1. **This Agreement must be signed by the Customer and submitted to Haffners with the total payment for gallons to be pre-purchased under this Agreement and any applicable NON-REFUNDABLE Downside Protection Fee payment in full no later than Friday, September 29, 2023 to lock in the gallons and pricing.** The term of this Agreement and the effective period for Oil deliveries under this Agreement shall be from the date Haffners has accepted this Agreement through April 26, 2024. The pricing under this Agreement shall cease on the earlier of April 26, 2024 or when the number of pre-purchased gallons have been depleted, whichever comes first.
2. Customer must have established credit terms with Haffners and must be enrolled in automatic delivery with us for the entire Agreement period (unless other arrangements are made with our company prior to submission of this Agreement). **ENROLLMENT IN AUTOMATIC DELIVERY WILL END ON APRIL 26, 2024. IF CUSTOMER WANTS TO CONTINUE AUTOMATIC DELIVERY AFTER APRIL 26, 2024, PAYMENT ARRANGEMENTS MUST BE SET UP BY CONTACTING OUR OFFICE. FAILURE TO DO SO WILL CAUSE CUSTOMER'S ACCOUNT TO REVERT TO "WILL CALL" DELIVERY STATUS, WHICH REQUIRES CUSTOMER TO CALL HAFFNERS TO SCHEDULE TO PLACE FUTURE ORDERS UNDER COD PAYMENT TERMS.**
3. Customer must either have a zero balance or a credit balance with us prior to acceptance into this Program. Customer's tank(s) and piping must pass an inspection if Customer has not received a delivery from Haffners within twelve months prior to the submission of this Agreement.
4. This Agreement is for the purchase of Oil product only and does not include the cost of any services.
5. Customer shall only purchase Oil from Haffners during the term of this Agreement. **CUSTOMER WILL NOT RECEIVE A CASH/CHECK/CREDIT CARD REFUND FOR ANY UNUSED GALLONS if Customer did not take delivery of the total number of gallons Customer pre-purchased under this Agreement by April 26, 2024. Customer will receive a Credit(s) to Customer's account for any gallons not delivered by April 26, 2024 in the amount equal to the price paid per gallon multiplied by the number of unused pre-purchased gallons, which credit(s) may be used for future fuel or service purchases only.** Any such purchase will be at the current daily posted price at the time of the delivery or service. Additionally, if Customer uses more gallons than Customer pre-purchased under this Agreement, Customer will be required to pay the current daily posted price at the time of delivery for such gallons.
6. Customer does not have the right to assign this Agreement without Haffners's prior written consent.
7. **Haffners shall not be obligated to perform under this Agreement if prevented by any local, state or federal regulations governing any energy crisis or other events beyond their control, which may interrupt, limit or halt the supply of heating fuels.**

Please complete the form on the following page and return it to us with payment in full.

Haffners Energy
2 International Way
Lawrence, MA 01843

E-Mail: contracts@haffnersenergy.com/Fax: (617) 440-9255

If you have any questions, please do not hesitate to call us @ (866) It - Kicks

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2 International Way, Lawrence, MA 01843
T: 866.It.Kicks • F: 617.440.9255
HaffnersEnergy.com





2023-2024 Oil Pre-Buy Fixed Price Plan Agreement – MAIL THIS SIGNED FORM WITH PAYMENT

CUSTOMER NAME: _____

NEW OR EXISTING CUSTOMER: New _____ Existing (Account Number) _____

DELIVERY ADDRESS: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

CURRENT TANK READING: Full ___ ¾ ___ ½ ___ ¼ ___ Other _____

APPLIANCES (Check all that apply): Heat ___ Hot Water ___ Other _____

DOWNSIDE PROTECTION (Check one): Yes _____ No _____

The above-named customer agrees to pre-purchase under this Agreement _____ gallons (minimum of 400 gallons) at the rate of \$3.899 per gallon plus any applicable downside protection fee of \$0.25 per gallon = \$_____. By signing below, I understand these gallons can only be delivered between Monday, September 18, 2023 and Friday, April 26, 2024. I understand it is my responsibility to pay the daily posted rate for any gallons delivered during the Agreement period once the pre-purchased allotment is depleted. I also understand that additional fees may apply to same-day deliveries. I further understand that as of Saturday April 27, 2024, any remaining credit on my account may only be used for future Fuel deliveries or services, all at the current daily posted price. Finally, I agree to all the terms and conditions set forth on the preceding pages, each of which is hereby incorporated by reference. This agreement will not become effective until accepted by Haffners.

Customer Signature: _____ Date: _____

Pick Method of Payment (must pick one):

_____ I am enclosing a check Check #: _____
_____ I would like to use a credit card (fill in information below)

Circle One: MasterCard Visa American Express Discover
Card # _____ EXP _____ CVC _____
Name on Card: _____
Billing address (only if different than delivery address):

Total Amount to be processed: \$ _____

Customer/Credit Card Holder Signature: _____ Date: _____

