



## Terms and Conditions

We shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond our control, transportation breakdowns, harbor closings, governmental restrictions or any other such cause. Seller's ability to supply petroleum product is further dependent on their continued availability from our usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet our total commitment, we shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve buyer of this obligation to pay in full for product actually delivered.

Raynard Brothers Oil Company is not obligated or required to make any delivery if, in its sole discretion, access to the fill pipe is obstructed or unsafe.

The term "Business Day" shall mean Monday-Friday between the hours of 7:30 a.m. and 5:00 p.m. The term "Order Date" shall mean the Business Day on which the order is placed. Orders placed after 4:30 p.m. will have an "Order Date" of the following Business Day. Any Order placed after 4:30 p.m. on Friday will have an Order Date of the following Monday (excluding holidays).

Raynard Brothers Oil Company will use its best efforts to deliver within the quoted Business Day time frame from the "Processing Date", however, Raynard Brothers Oil Company does not guarantee delivery will be made within this time frame. Raynard Brothers Oil Company shall not be responsible for any damage or injury, including but not limited to frozen pipes, damage to heating system, or any personal bodily injury, due to customer running out of fuel prior to delivery.

Customer should be aware that deliveries could be delayed due to unsafe driving conditions such as winter storms, mechanical breakdowns, illness, or any other uncontrollable event or circumstance. Raynard Brothers Oil is Not responsible for damage should delivery not be made for any reason.