

RULES AND REGULATIONS

This Tank Replacement Program ("TRP") is available to automatic delivery customers who purchase their fuel oil and all heating systems services from us, Santarelli & Sons Oil Co., Inc., during the term of the TRP and whose payments are in accordance with our payment and credit terms. The TRP becomes effective after payment has been received and our Inspection and approval of your heating system and tank.

An inspection will be performed by our technician before your tank can be accepted for enrollment for the TRP. While we cannot guarantee the prevention of a leak or other failure of your tank, we are providing these services with the hope that by inspecting and monitoring, we are offering a long term proactive tank replacement program for our customers. We recommend that an annual inspection of your fuel tank be performed. If a tank leak occurs due to corrosion once you are on the program, or a tank leak occurs due to a manufacture's defect or a non-leaking tank is identified for proactive replacement by us, we will cover up to \$1,000 toward the replacement of your tank in accordance with the terms of the Tank Protection Payment Certificate limited warranty. A Tank Protection Payment Certificate will be provided for you once you enroll in the TRIP and make payment.

The term of the TRP is for a one (1) year period and will renew automatically every year unless terminated by either by you or by us. Upon termination for any reason, there shall be no refunds or credits allowed. This agreement is not in force if your account is delinquent or if you are not a current heating oil customer of ours. All fuel must be purchased from us to maintain yourself in the TRP. Your TRP automatically terminates if you no longer purchase 100% of your heating oil from us on our automatic delivery program. No credit will be issued if the TRP is canceled or otherwise terminated before the expiration date,

We will provide service as soon as practical, during regular business hours under normal conditions or on an emergency basis if necessary. We will not be liable for any delay or failure to provide service due to conditions beyond our control such as Acts of God, labor disturbances or strikes, unavailability of mechanics or parts, failure or interruption of customers electricity, inaccessibility of the heating system, storms, floods or other severe weather conditions, or government laws or regulations.

Repairs or services not covered by the TRP will be performed and charged to you at our prevailing rate.

You agree to release and hold us harmless from all claims related to losses costs, or damage to personal and/or real property caused by fire, explosion, flood, freezing, power loss or surges, oil leakage, and premises left unattended. You also agree that our Company shall not be liable for any incidental, special or consequential damages incurred by you and/or by third parties.

This plan does not cover the cost of permits and/or old tank disposal fees, The TRP is NOT an environmental protection. Any costs associated with the removal of any spilled hazardous material(s) are solely your responsibility.