

## **Grouper Energy LLC DBA Capitol City Oil ("Capitol City") Service Application and Terms of Service**

**Payment Terms and Conditions:** Customer shall pay all invoices in full by the due date on the invoice. Capitol City shall have the right to refuse service to Customer if Customer fails to make timely payment on all invoices. Finance charges of 1.5% per month (18% annually) shall accrue on all balances over thirty (30) days past due. Customer shall be liable to Capitol City for all costs (including attorney's fees) incurred by Capitol City in pursuing collection of Customer's delinquent balance. All disputes pertaining to or arising from the provision of product by Capitol City to Customer and/or the payment therefore by Customer, shall be governed by the laws of the Commonwealth of Pennsylvania and venue shall be in York County, Pennsylvania. Customer consents and submits to the jurisdiction of such Court and waives the right to seek a change of venue to any other court.

**Product Orders/Pricing:** All product orders are subject to approval by Capitol City. Product pricing, fees, and charges are established by Capitol City in its sole discretion and subject to change without advance notice to Customer. If Customer and Capitol City enter into a fixed/cap/pre-buy pricing contract, separate written confirmation thereof will be provided to Customer by Capitol City. If Customer and Capitol City enter into a loaned equipment agreement, separate written confirmation thereof will be provided to Customer by Capitol City, the failure of Customer to sign and return said agreement will not release Customer from the terms, conditions and fees set forth within said agreement. Customer agrees to receive an electronic delivery ticket unless otherwise requested. Customer may access their electronic ticket via email or text, if applicable.

### **Additional Terms for Residential Heating Oil Service**

**Customer Representations:** Customer represents and warrants to Capitol City that: 1) All information provided to Capitol City is true, accurate and complete; 2) Customer has accurately represented the capacity of the heating oil storage tank; 3) the heating oil storage tank, associated piping, lines, and containment (collectively, the "Tank") is in good condition and suitable for the storage of heating oil; 4) the Tank and Customer's use thereof comply with all governing Federal, State, and local laws, rules, and regulations.

Customer covenants and agrees that it is solely responsible for the inspections and maintenance of the Tank, and shall immediately notify Capitol City of any defects, flaws, or conditions that would render the Tank unsafe, unsuitable, unusable, or not sound for the storage of heating oil. Capitol City shall not have any responsibility for Tank inspections, maintenance, or upkeep. Customer, as owner or operator of the Tank, expressly assumes all risk of and responsibility for Tank failure and/or the leakage of product from the Tank.

Customer will grant Capitol City, its employees, and agents safe access to Customer's property reasonably necessary to perform deliveries and provide service. Customer acknowledges and agrees that delivery vehicles are heavy and may cause damage to driveways, walkways, pavement, landscaping, or other surfaces on the Customer's property during the normal delivery operations, including damage that may be exacerbated by weather conditions such as frost, snow, ice, and heavy rains. Customer expressly assumes all risk and responsibility for any such property damage, including but not limited to cracking, sinking, rutting, and other damage, regardless of weather or seasonal conditions, even if damage occurs despite reasonable care by Capitol City.

Customer is solely responsible for maintaining a clear, safe, and accessible path at all times, including during and following inclement weather events. This obligation includes the removal of snow, ice, and other hazards from driveways, walkways, and other surfaces Capitol City employees or agents must traverse to complete a delivery. If, in Capitol City's sole judgement, access to the Tank or pathway is unsafe or unpassable, Capitol City reserves the right to decline or reschedule the delivery without liability to the Customer. Customer acknowledges that such rescheduling may result in delays in delivery and Capitol City shall not be liable for damages, losses, or costs arising from delayed or rescheduled deliveries due to unsafe or inaccessible conditions at Customer's property. Customer is responsible for monitoring tank levels if delivery is delayed and not monitored remotely.

Customer covenants and agrees to indemnify, defend, and hold Capitol City, its owners, directors, officers, employees, agents, successors and assigns harmless from any and all claims, demands, actions, causes of action, suits, damages, liabilities, obligations, costs and expenses (including reasonable attorney's fees) asserted against, incurred and/or suffered by Capitol City as the result of the inaccuracy of any of Customer's representations set forth in this document, the negligent action or inaction of Customer, the structural failure of the Tank, the leakage of any product from the Tank, property damage, or inability to deliver or access the Tank. The foregoing indemnification includes, without limitation, any environmental contamination or release of hazardous substances (including pre-existing issues), all associated investigation, remediation, and restoration costs, any regulatory fines or penalties, and any third-party claims arising from property damage, bodily injury, or environmental harm.