

JACKMAN'S INC. PREBUY & BUDGET SALE
AUGUST 16, 2010 – AUGUST 25, 2010
WHILE SUPPLIES LAST

As we all deal with this volatile energy market, making it important to price protect, Jackman's Inc. is providing two "Protective Pricing" packages, "Protected Fixed Price" and "Protected Budget Price" plans. For the LP Gas and #2 Fuel, it is important that the form enclosed be submitted, signed and your payment whether pre-buy or budget, August 16, 2010 through August 25, 2010 this will be on a first come first served basis, while supplies last. It is also very important for you to understand the terms of your contract. Your signature will state that you agree with the terms.

PRICE PROTECTION TERMS

1. The "Pre-buy and Budget" sale will be on a first come first served basis. The sale will begin August 16, 2010 through August 25, 2010 with gallons being sold while supplies last.
2. The gallons can begin being used October 1, 2010. You may not hold gallons they will begin calculating October 1, 2010. All "Price Protected" customers must realize that by signing this contract, that customers must use all "Price Protected" gallons before purchasing gallons at the market rate. Jackman's may pass on any penalty levied on them by their supplier depending on the market fluctuation at the time, determines the amount of per gallon penalty,
3. Consumer and Company agree that Company has written this Agreement to comply with the terms and conditions of 9 V.S.A. s2461(d)-(e). If any term or condition of this Agreement is not in accordance with those statutory provisions, Consumer and Company agree that Company may, in its sole discretion, amend this Agreement, in writing, so that this Agreement is in accordance with those provisions.
4. Customer must purchase the "Previous year's gallons only, and cannot over buy gallons to get a better price. With limited supply of gallons to sell, Jackman's Inc. can provide you with the amount of gallons you consumed the prior heating season. This makes sure that anyone that wants fixed price can get it while supplies last.

5. All deliveries for Fuel Oil, LP Gas will be done on an "Automatic" delivery status. This is a change to alleviate problems, such as an unscheduled, extraordinary delivery of propane or oil, consumer acknowledges and agrees that company, in its sole discretion, will charge the consumer a special trip fee of \$100.00. This being the same rate charged to those customers who do not have a pre-buy agreement with the company. This applies to "will call" pre-buy and budget customers if an "out of routing" delivery is requested.
6. Both Prebuy and Budget Customers who use LP Gas your price will be determined based on your usage.
7. Service work or other products that are not protected and purchased from Jackman's Inc. must be paid for within 30 days or the invoice will be deducted from your pre-buy moneys thus reducing your pre-buy gallons.
8. If a customer's pre-purchased gallons run out, that customer will be charged market rate prior to the end of the pre-buy season.
9. We do accept Master Card, Visa, and Discover. Credit card users must provide the expiration date along with the V-Code, the last 3 numbers on the back of your card. If this information is omitted your contract will be returned to you.
10. All "Price Protected" plans will begin October 1, 2010 through April 30th, 2011, regardless of what gallons were budgeted.
11. If by some chance your account product is incorrect on your contract Jackman's Inc. reserves the right to make changes accordingly.
12. You may not receive your credit balance until after the heating season, June 30, 2011.
13. Jackman's Inc. shall not be liable for any damages caused by conditions that are beyond its control. Such as an "Act of God", but not limited to; Government Restriction's; Energy Supply Disruptions from our suppliers, or any part of our supply chain, including but not limited to "Acts of War", which could affect our performance obligations in this contract.

PRE-BUY PLAN

Our program sale will begin August 16, 2010 and end August 25, 2010 or while supplies last. Your payment and contract will protect the amount of gallons you purchase. Example: 1000 gallons of #2 Fuel Oil X \$2.79 = 2790.00. Paying for all of your gallons up front. This is a “ Price Protected Program **not a** “Cap Price Program”.

1. If you receive a delivery between July and September these deliveries need to be paid off of the slip and are not included the Price Protected Program.
2. If you have a balance prior to the sale the balance must be paid prior to the sale. **Please submit payment immediately with a separate check.**
3. Customers must have the contract in our office **NO LATER THAN August 25, 2010** with your pre-buy payment and signature agreeing to the terms of this contract.
4. **When your “Price Protected” gallons run out, it is important to note that in order to participate in the 2011/2012 Plan your balance must be at zero balance on June 30, 2010.**
5. Customers who “Price Protect” will not receive a statement during the pre-buy season, while you maintain a credit balance.
7. If you prebuy fuel oil and not LP Gas, you will not receive a statement during this time period and therefore, must pay off of the delivery slip. Payment is due 10 days after delivery, to receive the discount or within a 30-day period. If it is not paid the money will automatically be taken out of your prebuy money, thus reducing your prebuy gallons.

BUDGET PLAN

1. Budget customers must also have their balances at zero prior to the contract period. **As in years in the past your account must be at a zero balance June 30th, 2011.**
2. Budget customers must have this contract, in this office at 32 Pine St., no later than August 25, 2010 **WITH YOUR FIRST PAYMENT DUE SEPTEMBER 15TH, 2010.**
3. Budget payments are **due on or before the 15th of every month** through May 30th. If you have a balance with your May 31st, 2010 statement, **“Present Balance” amount** that will be what your final Budget payment will be to bring your account to a zero balance by June 30th, 2011. Which you are agreeing to by signing this

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contract agreeing to Jackman's Inc. terms. If a payment is missed you will receive a finance charge. **If you miss your budget payment for two or more months you may have a delay in your deliveries.**

4. This is a "Price Protected Program" **not** a "Cap Price Program".
5. Programs run from September 1, 2010 through June 30, 2011.
"Price Protected" gallons begin October 1, 2009 through April 30th. Those are the months Jackman's Inc. is able to protect.
If you receive a delivery between July and September those deliveries must be paid out of pocket.
6. Your account will be reviewed occasionally to ensure that your payments are keeping up with your deliveries, and to ensure you that your account will be closer to or at a zero balance in June. We may have to request a higher per month payment, this means that your monthly payment could change.

Remember that the enclosed contract must be returned by August 25, 2010 with **YOUR FIRST BUDGET PAYMENT** due September 15th. Please remember that the gallons are available "while supplies" last. The sooner you bring in or mail your signed contract the sooner you will be guaranteed a "Protected" price.

ANOTHER SERVICE

We offer another service to our customers; you can give us your valid credit card and every month and we can automatically process your account. There is no additional charge for this service.

OUR WEBSITE IS www.JackmansInc.com

*****CONTRACT PAGE*****

_____PREBUY _____BUDGET

CHECK ONE OF THE ABOVE

PRE-BUY CONTRACT GALLONS 2010-2011

Pre-Buy #2 Fuel Oil	\$2.79	_____	_____
		GALLONS	COST
Bio Heat B-5	\$2.79	_____	_____
		GALLONS	COST
Pre-buy L.P. Gas	_____	_____	_____
BASED ON USAGE		GALLONS	COST

BUDGET CONTRACT GALLONS 2010/2011

Budget #2 Fuel Oil	\$2.94	_____	_____
		GALLONS	COST
Bio Heat B-5	\$2.94	_____	_____
		GALLONS	COST
Budget LP Gas	_____	_____	_____
BASED ON USAGE		GALLONS	COST

Your monthly budget payment is: _____ .

Please be sure to sign and print your name.

Customer Signature

JACKMAN AGENT SIGNATURE

Please print your name

DATE

My signature indicates that I have read this contract in its entirety and agree with all terms.

MASTER CARD/VISA/DISCOVER PAYMENT

_____ - _____ - _____

EXP. DATE: _____ V-CODE (last 3#'s on back of card)

JACKMAN'S INC.

32 Pine St.

Bristol, VT 05443

802-453-2381 ext. 21 & 22

**RETURN "1" COPY OF THIS "CONTRACT PAGE" TO THE OFFICE
WITH YOUR PAYMENT ENCLOSED**

BUDGET CUSTOMERS YOUR 1ST PAYMENT IS DUE SEPTEMBER 15TH, 2010