

**SUFFOLK ENERGIES, INC. T/A GRIFFIN OIL & PROPANE  
TERMS AND CONDITIONS**

As evidenced by Customer's signature and/or its purchase or use of GRIFFIN OIL & PROPANE ("Griffin") products, appliances, equipment, oil, or propane (collectively, "Griffin Products and Services"), Customer acknowledges and agrees to the following Terms and Conditions, as may be revised from time to time in Griffin's sole discretion, which govern this Agreement and the present and future obligations and rights of the parties related to Griffin Products and Services provided to Customer at the property noted on page one of this Agreement (the "Property"):

1. Seller shall hold title to purchased Griffin Products, if any, until customer has paid purchase price in full.
2. Unless otherwise explicitly set forth in this Agreement, any and all equipment consisting of regulators, meters and tanks or cylinders remain the exclusive property of Griffin and are only on loan to Customer.
3. Price of oil or propane (both referred to herein as "gas") quoted on this Agreement is subject to change without notice to Customer.
4. Any and all Griffin appliances, tanks, or equipment are to be hooked, unhooked, and/or tampered with by a Griffin employee only.
5. It is against the law for any other company or person to pump gas into or out of, or in any way tamper with, a Griffin tank.
6. Griffin provides gas to its approved customers on a 30 day basis, and if a Griffin bill remains unpaid after 60 days, Griffin may turn off gas supply; if a Griffin bill remains unpaid after 90 days, Griffin may pursue legal action.
7. A tank rental fee may apply if less than a tank of gas is purchased in a year's time (e.g. May 1st thru April 30th).
8. A tank removal charge will be applied if service is terminated or discontinued and the tank is removed from the Property.
9. Customers given special pricing or free installation of tanks and/or gas line and choose to discontinue service with Griffin within 2 years of said installation will be billed the full price of the installation. That will be immediately due when service is discontinued, along with a fee for removing the tank.
10. Additional fees may apply for Regulatory Compliance, Environmental Compliance, Pressure Tests, and/or Fuel Surcharge.
11. Customer has been advised that carbon monoxide detectors meeting UL-2034 are recommended for all Griffin customers.
12. Customer shall purchase gas exclusively from Griffin as long as Griffin's tank is located at the Property.
13. Griffin shall at all times have the right to enter the Property and inspect or remove its tank (regardless of location) in its sole discretion.
14. **DISCLAIMER OF WARRANTY:** EXCEPT AS OTHERWISE PROVIDED HEREIN OR PROHIBITED BY APPLICABLE LAW, GRIFFIN PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY. GRIFFIN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.
15. **LIMITATION OF LIABILITY:** Under no circumstances will Griffin's liability arising out of, or in connection with, this Agreement exceed the amount charged for Customer's use of Griffin Products and Services, if any. In addition, in no event will Griffin, its affiliates, or any of its or their principals, employees, agents, officers, managers, directors, stockholders, members, or successors and assigns be liable for damages of any kind, under any legal theory, arising out of or in connection with Customer's use, or inability to use any Griffin Products or Services, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, death, disability, loss of business, or anticipated savings, loss of use, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.
16. **INDEMNIFICATION:** You agree to defend, indemnify, and hold harmless Griffin and its affiliates, and its and their respective officers, members, managers, directors, stockholders, employees, contractors, agents, suppliers, successors, and assigns (collectively "Indemnitees") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) (collectively "Claims") arising out of or relating to Customer's violation of this Agreement or use of Griffin's Products or Services, including any use of services and products other than as expressly authorized in this Agreement. You further agree to fully indemnify and hold harmless the Indemnitees from any Claims arising out of the authorized or unauthorized use of Griffin's Products and Services, by any person or organization, including unauthorized tampering with Griffin's Products, for loss or damage arising from the use of Griffin's Products and Services. Customer's obligation to indemnify under this section includes, but is not limited to: regulatory claims or violations; civil claims; criminal claims; any other allegation or claim arising out of any intentional or unintentional act or omission in connection with the authorized or unauthorized use of Griffin Products and Services. This section survives termination or cancellation of Customer's account or access to or use of Griffin Products and Services.
17. This Agreement and the relationship between Customer and Griffin is governed by the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule whether of the Commonwealth of Virginia or any other jurisdiction.
18. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or Griffin Products and Services shall be instituted exclusively in the federal courts of the United States or the state courts for the city of Suffolk, Virginia (although Griffin retains the right to bring any suit, action, or proceeding against you for breach of this Agreement in Customer's state of residence or any other relevant place). **You waive any and all objections to the exercise of exclusive jurisdiction or venue over Customer by such courts.**
19. Customer may not assign Customer's rights under this Agreement without prior written consent from Griffin.
20. Any cause of action or claim Customer may have arising out of, or relating to, this Agreement or Griffin Products and Services must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.
21. No failure by Griffin to enforce or assert any term, condition, or right set forth in this Agreement shall be deemed a further or continuing waiver of such term, condition, or right, or a waiver of any other term, condition or right.
22. If any provision herein is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the same shall be eliminated or limited to the minimum extent such that the remaining provisions will continue in full force and effect.
23. This Agreement, including any revisions to the Terms and Conditions as set forth below, constitute the sole and entire agreement between Customer and Griffin, with respect to Griffin Products and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to Griffin Products and Services.
24. In the event of a dispute arising out of this Agreement or Customer's use of Griffin Products and Services, Griffin shall be entitled to recover its costs, including reasonable attorney's fees incurred.
25. Griffin may give notice to you by mail, email, or other reasonable means. You must give notice to Griffin by certified mail (postage pre-paid and return receipt requested) to: Suffolk Energies Inc., T/A Griffin Oil & Propane, P.O. Box 1855, Suffolk, Virginia 23439-1855.
26. **CHANGES TO THESE TERMS AND CONDITIONS:** Griffin may revise and update these Terms and Conditions from time to time in its sole discretion and timing. All revisions and updates are effective immediately when Griffin posts them to its website ([www.suffolkenergies.com](http://www.suffolkenergies.com)) (the "Website") and/or gives thirty (30) day's written notice (the "Notice") of the same to Customer, and shall apply to all access to and use of Griffin Products & Services thereafter. Customer's continued use of Griffin Products & Services following the posting to the Website or Notice of revised or updated Terms of Service shall constitute Customer's acceptance and agreement to the revision(s) or update(s). **It is Customer's responsibility to check, read, and review the Website each time you access or utilize Griffin Products and Services so that you are aware of any revision or update, as they are binding on you.**
27. **CUSTOMER WARNINGS:** A disagreeable odor is added to propane to enable you to smell propane easily in the event of a gas leak. If you hear or smell leaking propane gas, immediately get everyone away from the area and call your propane supplier and local fire department. Keep in mind that propane gas may collect in low places. **Be Aware:** People have different thresholds of smell, and some may not be able to detect the odor of propane. We advise installing a combustible gas detector to warn if a leak occurs. The detector should meet UL-1484. **Do not** allow anyone to play or tamper with a propane container or propane piping system. Be sure the propane gas system is tested for leaks by a qualified service technician prior to turning the system on. **Do not** attempt to change, alter, or tamper with any part of your propane gas system or propane container. Notify your propane gas supplier of any propane system changes or propane appliance additions. Only trained service technicians should attempt to repair your propane container and propane piping system. Know how to turn off your container. In the event of a gas leak or if you smell gas, do not operate electric switches or light matches and close all container or tank valves immediately. Get everyone out of the house immediately. Do not turn the propane gas on until the propane leak has been found and corrected.