



Terms and Conditions

Effective 3 September 2020

1. Chieftain Energy LP ("Chieftain") will deliver home heating fuel to a residential or commercial Customer's tank on an "Auto Fill" or "Will Call" basis, as requested by the Customer on their credit application.
2. Chieftain will manage delivery to an "Auto Fill" Customer's tank and "top up" on an as needed basis, typically every 4-6 weeks. Chieftain may use the Degree Day method to determine delivery dates for "Auto Fill" Customers.
3. Customers who opt for "Will Call" delivery accept responsibility for monitoring and managing their tank. With this arrangement, the Customer understands and accepts Chieftain will not be held responsible for equipment damage, repairs, and/or other related costs due to run-outs.
4. Emergency and "Will Call" deliveries will be scheduled on a prioritized basis, and additional charges may be applicable.
5. Customers who want to switch from "Auto Fill" to "Will Call" or from "Will Call" to "Auto Fill" deliveries must provide their request in writing. The Customer accepts these changes may affect delivery schedules, pricing and mutual responsibilities.
6. Customers who require delivery arrangements outside the above-noted terms and conditions must contact Chieftain to discuss available alternatives.
7. Chieftain will take all precautions to ensure the safe delivery of fuel to the Customer's tank. In the unlikely event of a fuel spill, Chieftain will immediately inform the Customer, and make the necessary arrangements to contain and cleanup the spilled product. Chieftain will not accept responsibility for any spill deemed the direct result of the Customer's defective equipment.
8. It is the Customer's responsibility to ensure the tank meets all standards, certifications, inspections and regulations for the specific delivery location. Chieftain reserves the right to refuse delivery to a location or tank deemed to be inaccessible, unsafe, in need of repair, or lacks a fuel level reference. In such cases, the Customer will be provided with the reason for non-delivery of services, and Chieftain will not be held responsible for equipment damage, repairs, and/or other related costs as a result of a run-out.
9. Chieftain will deliver within the Customer's credit limit. On delivery, the Customer agrees to pay for the metered amount at the price per litre set by Chieftain, including all applicable taxes. Both pricing and taxes may be adjusted periodically at the discretion of Chieftain and/or in accordance with applicable tax legislation.
10. Chieftain will provide the Customer with an invoice, either by mail or email, after each delivery. It is the Customer's responsibility to advise Chieftain of any changes to mailing address or email contact information.
11. The Customer is required to pay the balance of each invoice in full on the due date, and according to the agreed to payment terms and payment method.
12. Past due invoices will accrue interest assessed at a compounded rate of 2% per month (i.e. 26.8% per annum) on the outstanding balance, calculated from the due date of the invoice and until all past due amounts are paid in full.
13. Late payment or partial payment of an invoice, or any other payment arrangement to settle an account will only be accepted through an express mutual agreement between Chieftain and the Customer.
14. In the event the Customer disputes an invoice, only the portion that is reasonably contested may be withheld for payment, and the undisputed portion must be paid to Chieftain. Any past due undisputed amounts will be assessed interest per the above. Where applicable, immediate payment is due upon the settlement of a dispute and correction of the invoice.
15. Chieftain will make reasonable attempts to contact the Customer if their account becomes past due. Where no contact is made and/or the Customer fails to make payment arrangements, Chieftain may:
 - a. Alter or restrict the agreed to credit limits, payment terms and/or payment methods extended to the Customer; and/or
 - b. Suspend delivery of services; or
 - c. Permanently terminate the delivery of services.
16. Chieftain will assess a fee of \$30.00, per occurrence, for any payment made by the Customer and returned by a bank for non-Sufficient funds or a cheque not cleared by the Customer's bank.
17. Chieftain will recover all costs incurred in the collection of any past due amounts from the Customer, including but not limited to legal and administrative fees.
18. Chieftain regularly monitors the Customer's use of service based on agreed to credit limits. An addition to and/or an increase in services may require an updated application and credit check.