

Terms and Conditions

Effective 09/26/2018

Website Fuel Order/ Making Payments: The customer agrees that if they should order more than their tank would hold, a credit will be issued to their account. This credit will be applied to the next delivery in addition to your next order. The customer understands each delivery should not exceed 5-7 days, unless unforeseen issues should occur. The customer understands that any payment made on the website (ordering fuel), shall go to the balance on said customers account before any additional deliveries shall be made. The customer understands this website allows its users to contact Pep-Up to request information concerning the company and its products and services. If you choose to provide Pep-Up, through this website, any information concerning yourself or your company, including, but not limited to, your name, address, telephone and phone numbers, email address or other contact information (collectively, the "Information"), you authorize Pep- Up to transmit the Information over the internet and to use the information for the purpose of responding to your request. However, Pep- Up will not rent or sell the information to anyone. When ordering fuel, the customer's credit card will be charged immediately. Absolutely no refunds will be made to the customer's credit card.

Access to Tank and Risk of Damage to Customer's Property: The Customer agrees to provide safe and unobstructed access to any tank being serviced by the Company and grants the Company permission to enter upon the Customer's premises at any time to deliver fuel or to service any leases or loaned equipment. The Customer agrees to bear the risk of damage and cost of repairing any damage to driveways, sidewalks, curbs, lawns, and septic systems resulting from the delivery of fuel. The Company assumes no responsibility for damage caused by Customer's failure to provide safe and unobstructed access.

Safety: Fuel products require proper handling and storage for your safety and satisfaction. You are solely responsible for the accuracy of your customer information and the condition of your fuel storage and distribution system. You certify that your fuel storage tank and all connected piping are in good operating condition, free from leaks, and installed in compliance with local building codes. You understand that we are prohibited from making deliveries if your equipment is not in proper operating order.

Delay and Failure of Performance: Any delay or failure of performance hereunder on the part of the Company shall be excused without liability if the delay or failure of performance results from accidents, weather conditions, acts of God, government regulations, floods, labor disturbances, breakdowns or other failure of equipment, inadequate wholesale supplies of fuel or any other cause beyond the reasonable control of the Company.

