



SALES AGREEMENT CONFIRMATION

This will confirm the conversation of March 13, 2025 between Seller and Buyer in which the following agreement was reached.

Seller: Dennis K. Burke Inc. 555 Constitution Drive Taunton, MA 02780

Buyer:	Town of Canton CT	Attention:	Melissa Denton
Phone:	(860) 693-7852	Address:	4 Market Street, Canton, CT 06022
Fax/Email:	mdenton@TownofCantonCT.org	Contract Type:	MUNI
Account:	0002272		
Contract ID:	4598		

Product: Unleaded Gasoline (87)

<u>Gallons</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
31,000	\$ 2.4842	January 1, 2025	December 31, 2025

TERMS: Net 30 Days

Delivery: Price Includes Delivery

Taxes: Price Does NOT Include Taxes

Product to be delivered ratably. Overdeliveries are payable at Seller's prevailing delivery price(s). Underliftings may be liquidated by Seller at a charge of less than \$.0500 per gallon plus the NYMEX differential. This charge is not a penalty, but Seller's best effort to minimize cost for both Seller and the Buyer. Seller is solely responsible for the calculation. Buyer is responsible for all applicable taxes and fees. Margin payment as determined by Seller may be required in advance, upon receipt of this Agreement.

Special Conditions:

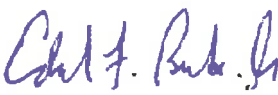
Seller shall not be liable for failure to perform any obligations under this sales agreement confirmation where such failure may be due to causes reasonably beyond Seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (specifically including, but without limitation, tariffs, duties, allocations, priorities or price controls) supply chain disruptions, or any other such cause. Seller's ability to supply petroleum products further is dependent on their continued availability from Seller's usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet Seller's total commitments, Seller shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve Buyer of the obligation to pay in full for product actually delivered.

The General Terms and Conditions of Dennis K. Burke Inc. are attached hereto following the signature page and must be initialed and dated by the Buyer's representative. This confirmation, including all of the terms and conditions below, is the operative instrument with respect to the referenced transaction and is expressly considered an amendment to any previous contract related to this transaction between the Buyer and the Seller and an amendment to previous bid documents entered into related to this transaction. If any of the above or below is contrary to your understanding of our agreement, please notify Dennis K. Burke Inc. immediately. In the event no such notification is received by the close of business on the next working day following this transmission, the provisions set forth herein shall be binding upon both parties.

In the event of any action by federal, state, or local government occurring after execution of this sales agreement confirmation imposing an assessment, surcharge, tariff, duty, and/or fee on the importation and/or sale of any such product, Buyer expressly acknowledges and agrees that the previously agreed upon price for the product will be adjusted by an amount reasonably necessary to cover any such increase in the cost of the product. If Buyer does not agree to pay the escalated price, Dennis K. Burke Inc. may immediately terminate this sales agreement confirmation and may seek recovery of liquidated damages from the Buyer for any outstanding product under this sales agreement confirmation.

Date Range: The term of this sales agreement confirmation shall be subject to Buyer's consumption of the minimum amount of gallons as required above. The date range as indicated above shall be effective only upon Buyer's full consumption of the minimum amount of gallons required for each product, respectively. Buyer and Seller agree to fulfill gallon requirements at the price stated within this sale agreement confirmation beyond the date range indicated in this agreement, if necessary. We appreciate the opportunity to conclude this transaction with your company. By signing this sales agreement confirmation and returning it to us you are confirming that you have the authority to bind your company to this Agreement.


 Buyer _____ Date 3-14-25


 Edmund F. Burke, Jr. _____ Date 03/13/2025
 President

Please sign and email back to: contracts@burkeoil.com

**DENNIS K. BURKE INC.
555 CONSTITUTION DR
TAUNTON, MA 02780**

ACCOUNT GENERAL TERMS AND CONDITIONS

TITLE/RISK OF LOSS: Title and risk of loss with respect to all products sold and delivered by Dennis K. Burke Inc. to Buyer shall pass to the Buyer at the time the product enters the truck or trailer of the Buyer or Buyer's designated carrier at the terminal rack, and transfer of title and risk of loss shall not be conditioned on delivery or receipt of a bill of lading. In the case of deliveries by Dennis K. Burke Inc. to Buyer, title to and risk of loss of the products shall pass to Buyer at the time the product passes the final flange on the delivery hose into the fill pipe of Buyer's tank.

QUANTITY/ MEASUREMENT: Where applicable, Quantities billed shall be per the bills of lading, meter tickets, or sales agreement confirmation provided by Dennis K. Burke Inc to Buyer as actual amount delivered to Buyer.

PAYMENT: Buyer agrees to pay all amounts due, without offset or deduction, via means acceptable to Dennis K. Burke Inc. and within the terms of payment specified by Dennis K. Burke Inc. Notice of pricing dispute must be received by Dennis K. Burke Inc. within seven (7) working days of the execution of any agreement or purchase order. The payment due date and terms of any cash discount will be printed on the agreement or purchase order. Buyer agrees to not take any such discount unless in compliance with discount terms and to not deduct any greater amount than that allowed.

ENFORCEMENT FOR NON-PAYMENT: Upon failure by Buyer to pay the full amount due to Dennis K. Burke Inc. within the payment term, Buyer agrees to pay a service charge of the lesser of 1.5% per month or the maximum amount allowable under state law on any outstanding past due balance and to pay all attorney's fees, expert's fees, costs, and expenses incurred by Dennis K. Burke Inc. in the enforcement of Buyer's obligations or collection of the account and amounts due thereunder, including, if necessary, the fees and costs incurred in filing a lawsuit in any court with proper jurisdiction to recover payment(s) due from Buyer.

TAXES: Unless otherwise stated, selling prices are exclusive of all taxes, assessments, surcharges, tariffs, duties, and/or fees, now or hereafter imposed by federal, state, or local governments. Buyer agrees to pay Dennis K. Burke Inc. promptly upon demand the full amount of any such taxes, assessments, surcharges, tariffs, duties, and/or fees which may be levied against, paid, or incurred by Dennis K. Burke Inc. at any time with respect to the delivery or sale of the product. Buyer also agrees that, in the event of a tax rate increase and any agreement or purchase order is written to include taxes in the selling price, the price will be adjusted accordingly.

PRICE ESCALATION: In the event of any action by federal, state, or local government occurring after execution of an agreement or purchase order imposing an assessment, surcharge, tariff, duty, and/or fee on the importation and/or sale of any such product, Buyer expressly acknowledges and agrees that the previously agreed upon price for the product will be adjusted by an amount reasonably necessary to cover any such increase in the cost of the product. If Buyer does not agree to pay the escalated price, Dennis K. Burke Inc. may immediately terminate any agreement or purchase order with Buyer and may seek recovery of liquidated damages from the Buyer for any outstanding product under the agreement or purchase order.

CREDIT: Buyer agrees to immediately inform Dennis K. Burke Inc.'s Credit Department of any financial or other material change in the condition of its business, upon which a credit decision may have been based. Extension of credit, if any, is made at the sole discretion of Dennis K. Burke Inc. and may be altered or withdrawn at any time without cause or notice. Where required by Dennis K. Burke Inc., Buyer agrees to prepayment or accelerated payment for any delivery which is contemplated or which has been made.

INSURANCE: Buyer shall at all times carry and maintain in full force and effect insurance policies as required by applicable law, including without limitation a comprehensive general liability insurance policy covering bodily injury (including death); broad form property damage including injury to, or destruction of, tangible property, including loss of use therefrom; contractual liability; and personal injury. All such policies shall name Dennis K. Burke Inc., and any party in privity with Dennis K. Burke Inc. and any employees, agents, or servants of Dennis K. Burke Inc., and required in writing by Dennis K. Burke Inc. from time to time, as additional insureds on a primary and non-contributory basis.

Buyer's Initials & Date: _____
Town of Canton, CT - 2272



CLAIMS: Buyer agrees to notify Dennis K. Burke Inc. promptly after delivery of product of any claim(s) against Dennis K. Burke Inc. as to shortage in quantity, defect in quality, or any other matter, which notice must be received in writing by Dennis K. Burke Inc.'s Buyer Service Department not later than seven (7) business days following delivery, and to provide full supporting documentation, which must be received by Dennis K. Burke Inc. within thirty (30) days after delivery, or the claim shall be deemed to have been waived. Buyer agrees to give Dennis K. Burke Inc. reasonable opportunity to conduct an investigation of any claim and to not settle any claim by a third party without Dennis K. Burke Inc.'s approval. Buyer agrees that Dennis K. Burke Inc. shall not be held liable for indirect, incidental, or consequential damages and that any indulgence, forbearance, compromise, settlement, extension, or variation of terms by Dennis K. Burke Inc. shall not affect Buyer's liability.

INDEMNITY: To the fullest extent permitted by law, Buyer agrees to defend, indemnify, and hold harmless Dennis K. Burke Inc., any affiliates of Dennis K. Burke Inc., and their respective managers, members, partners, officers, directors, shareholders and employees, from and against any and all claims, damages, and losses, including environmental damages, arising out of or resulting from any act or omission of Buyer or its employees, agents, consultants, or servants. This indemnity obligation of Buyer applies to allegations made as to acts or omissions of its employees, agents, consultants, or servants, and the triggering of this indemnity obligation does not require a finding beyond the allegation made. It is not the intent of this provision that Dennis K. Burke Inc. be indemnified for its own acts or omissions.

WARRANTIES: Dennis K. Burke Inc. makes no warranties, either express or implied, as to any matter whatsoever, including without limitation, as to the condition of the products or equipment, their merchantability, their fitness for their ordinary use, or their fitness for any particular purpose.

LIMITATION OF LIABILITY: Except for damages directly resulting from Dennis K. Burke Inc.'s gross negligence or willful misconduct, Dennis K. Burke Inc.'s liability shall not exceed the price of the product or equipment loaned/sold hereunder or the price of that portion of the product or equipment on which liability is asserted.

FORCE MAJEURE: Dennis K. Burke Inc. shall not be liable for failure to perform any obligations under any agreement or purchase order where such failure may be due to causes reasonably beyond Dennis K. Burke Inc.'s control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (specifically including, but without limitation, tariffs, duties, allocations, priorities or price controls) and any direct or indirect economic disruption caused by such restrictions, supply chain disruptions, or any other such cause. Dennis K. Burke Inc.'s ability to supply products further is dependent on their continued availability from Dennis K. Burke Inc.'s usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet Dennis K. Burke Inc.'s total commitments, Dennis K. Burke Inc. shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve Buyer of the obligation to pay in full for product actually delivered. Dennis K. Burke Inc. also reserves the right to suspend the performance of its obligations under any agreement or purchase order if it deems, in its sole discretion, that there are health and safety concerns for Dennis K. Burke Inc.'s employees in the performance of those obligations. In the event that Dennis K. Burke Inc. makes such a determination, this shall not constitute a breach of any terms of any agreement or purchase order by Dennis K. Burke Inc. and Buyer shall not have any recourse against Dennis K. Burke Inc.

GOVERNING LAW/JURISDICTION: Buyer agrees that all actions between the parties shall be brought in the state or federal courts in the Commonwealth of Massachusetts, consents to the jurisdiction thereof, and agrees that Massachusetts law shall govern these terms and any dispute arising out of these terms or the contract to which these terms are attached, regardless of the application of any conflict of law principles.

Buyer's Initials & Date: _____
Town of Canton, CT - 2272

