



PURCHASE ORDER

THIS PURCHASE ORDER ("Purchase Order") is made as of this ____ day of _____, _____ by and between SELF HEATING & COOLING, INC., a Pennsylvania corporation ("Seller") which is in the business of selling and delivering heating oil to residential and commercial customers and _____ ("Buyer") which is in the business of owning and/or managing commercial or multi-family residential properties including the property located at _____ ("Project").

1. SCOPE. This Purchase Order shall govern the purchase of all fuel oil ("Product") hereafter delivered to the Project by Seller and shall continue in effect until five (5) days after either party gives to the other party a notice of termination in the manner set forth in Section 6 below.

2. PRICE. The price for Product purchased under this Purchase Order shall be as established by Seller for its customers time to time.

3. PAYMENT. Buyer shall make payment for all Product purchased pursuant to this Purchase Order within fifteen (15) days after being invoiced. Any payment not made when due shall bear interest at the rate between twelve percent (12%) per annum.

4. CONFESSION OF JUDGEMENT. IN ORDER TO EXPEDITE THE SELLER'S COLLECTION OF ANY DELINQUENT PAYMENT, TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY APPOINTS SELLER AS ATTORNEY IN FACT FOR BUYER TO CONFESS JUDGEMENT AGAINST BUYER IN COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA FOR ANY UNPAID AMOUNTS HEREUNDER, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE: AND FOR SO DOING, A COPY OF THIS PURCHASE ORDER VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL ALL PAYMENT DUE BY BUYER TO SELLER PURSUANT TO THIS PURCHASE ORDER HAVE BEEN PAID IN FULL AND THIS PURCHASE ORDER HAS BEEN TERMINATED.

5. COLLECTION CHARGES. Buyer shall be obligated to pay all expenses of the Seller, including reasonable attorney's fees, incurred in the collection of delinquent payments hereunder by legal proceedings or otherwise.

6. NOTICES. All notices to be given under this Purchase Order shall be in writing and shall be deemed to have been duly give (a) if delivered personally or sent by facsimile, on the date received; (b) if delivered by overnight courier, on the date due to be delivered by such courier; and (c) if mailed, five days after mailing with postage prepaid.

Any such notice should be sent as follows:

To Seller:

219 Keith Valley Road

Horsham, PA 19044-1408

To Buyer:

Any party hereto may change the address to which such notice should be communicated by giving notice pursuant to this Section of such change of address.

7. GOVERNING LAW. This Purchase Order shall be governed by and subject to the laws of Commonwealth of Pennsylvania. This Purchase Order shall be binding when executed by the parties and shall be effective as to any Product thereafter delivered to the Project by Seller. The venue for all disputes between the parties including disputes under this Purchase Order shall be Montgomery County, Pennsylvania or such other venue chosen by seller.

8. DIFFERING OR CONFLICTING TERMS REJECTED. This Purchase Order is the full and final agreement of the parties and no written or oral communication between the parties before the execution of this Purchase Order shall modify or amend this agreement.

9. RIGHTS CUMULATIVE. The terms and conditions set forth in this Purchase Order are not intended and shall in no way be construed to limit or restrict Seller's rights and remedies at law or in equity all of which rights and remedies are fully reserved by Seller. Any failure or forbearance by Seller to enforce any of these terms and conditions or any of its rights and remedies under law or in equity shall not constitute a waiver or relinquishment of Seller's rights and remedies under this Purchase Order.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Purchase Order the day and year set forth below.

SELLER:

SELF HEATING & COOLING INC.,

A Pennsylvania corporation

Dated: _____

By: _____

Attest: _____

BUYER:

Dated: _____
