Terms and Conditions

Agreement between User and https://www.biggsfuel.com/
Welcome to https://www.biggsfuel.com/. The https://www.biggsfuel.com/ website (the "Site") is comprised of various web pages operated by Biggs Fuel Company ("Biggs Fuel"). https://www.biggsfuel.com/ is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of https://www.biggsfuel.com/ constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

https://www.biggsfuel.com/ is a News and Information Site.

Our website is an informational website for our Business Biggs Fuel Company, we provide dependable delivery of quality fuel. Located in Galena, Maryland, Biggs provides quality refinery direct fuels at affordable prices. Our Services include

Home Heating Oil
Diesel Fuel Delivery
Gasoline Delivery
Agriculture, Commercial and Marine Fuel Delivery
We are your One-stop-shop for tanks, pumps and accessories.
24-Hour Emergency Service throughout Kent County and the surrounding areas

Privacy
Your use of https://www.biggsfuel.com/ is subject to Biggs Fuel's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications
Visiting https://www.biggsfuel.com/ or sending emails to Biggs Fuel constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account
If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Biggs Fuel is not responsible for third party access to your account that results from theft or misappropriation of your account. Biggs Fuel and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Biggs Fuel does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use https://www.biggsfuel.com/ only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services
https://www.biggsfuel.com/ may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Biggs Fuel and Biggs Fuel is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Biggs Fuel is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Biggs Fuel of the site or any association with its operators.

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International Users
The Service is controlled, operated and administered by Biggs Fuel from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Biggs Fuel Content accessed through https://www.biggsfuel.com/ in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification
You agree to indemnify, defend and hold harmless Biggs Fuel, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Biggs Fuel reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Biggs Fuel in asserting any available defenses.

Arbitration
In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver
Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Biggs Fuel agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BIGGS FUEL COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BIGGS FUEL COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Biggs Fuel reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maryland and you hereby consent to the exclusive jurisdiction and venue of courts in Maryland in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction

that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Biggs Fuel as a result of this agreement or use of the Site. Biggs Fuel's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Biggs Fuel's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Biggs Fuel with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Biggs Fuel with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Biggs Fuel with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms
Biggs Fuel reserves the right, in its sole discretion, to change the Terms under which https://www.biggsfuel.com/ is offered. The most current version of the Terms will supersede all previous versions. Biggs Fuel encourages you to periodically review the Terms to stay informed of our updates.

Contact Us
Biggs Fuel welcomes your questions or comments regarding the Terms:

Biggs Fuel Company
100 East Cross Street PO Box 178
Galena, Maryland 21635

Email Address:
biggsfuel@gmail.com

Telephone number:
410-648-6001

Effective as of October 15, 2026