

FS FIRM PRICE PROPANE AGREEMENT

TERMS & CONDITIONS

- 1) This Agreement shall not be a valid obligation of Agriland FS, Inc. unless it is executed by either the Energy Sales Manager or the General Manager of the company.
- 2) Customer may not transfer its rights under this Agreement without the express authorization of the General Manager.
- 3) The term of the Agreement shall end on the date selected and specified on the front page of the Agreement (hereinafter, "End Date").
- 4) This Agreement will be brought to a close on the End Date, and contracted gallons will be reconciled to the gallons used during the Agreement period. If the Deferred Payment Option is selected, and there exist unused gallons on the End Date, the price of the contracted gallons will be compared to Agriland FS, Inc.'s retail propane price on the End Date, and to the extent the contracted billing price is higher than the Agriland FS, Inc. current retail price, the customer will be billed the difference in price on the unused gallons. If the customer selected the Prepaid option, and there exist any unused gallons on the End Date, the price of the contracted gallons will be compared to Agriland FS, Inc.'s retail propane price on the End Date, and to the extent the contracted price is higher than the Agriland FS, Inc. current retail price, the customer will have the difference in price on the unused gallons subtracted from the customer's pre-paid balance. Any pre-paid balance remaining after the reconciliation on the End Date may be used by the customer towards any purchase of goods from Agriland FS, Inc.
- 5) By entering into this Agreement, customer agrees to receive propane on a Scheduled Delivery basis. If customer terminates scheduled delivery, this will constitute a breach of this Agreement and entitle Agriland FS to terminate this agreement. In the event Agriland FS, Inc. exercises its right to terminate this Agreement, all unused gallons under the Agreement as of the termination date will be reconciled in accordance with the provisions of paragraph four (4) above as if the Agreement were brought to a close on the End Date. The customer will be also billed a termination fee of 30 cents per gallon in addition to any other amounts owed pursuant to paragraph four (4).
- 6) Any propane gallons purchased by the customer in excess of the contract amount provided in this Agreement during the Agreement period will be billed at the Agriland FS, Inc. retail price in effect on the purchase date. In the event that the customer has multiple firm price agreements, the highest priced firm price agreements are considered delivered first.
- 7) If the Customer selects the Deferred Payment Option, customer must abide by the open account credit policy of Agriland FS, Inc. Customer's failure to comply with Agriland FS, Inc.'s credit policy shall constitute a breach of this Agreement, entitling Agriland FS, Inc. to terminate this Agreement, or any of its duties hereunder, in its sole discretion. In the event Agriland FS, Inc. exercises its right to terminate this Agreement following customer's failure to comply with the company's credit policy, all unused gallons under the Agreement as of the termination date will be reconciled in accordance with the provisions of paragraph four (4) above as if the Agreement were brought to a close on the End Date. The customer will also be billed a termination fee of 30 cents per gallon in addition to any other amounts owed pursuant to paragraph four (4). If a customer who chooses the Deferred Payment Option fails to comply with the credit policy, the customer will be excluded from Scheduled Delivery until compliance with the credit policy is resumed, if the Agreement is not otherwise terminated by Agriland FS, Inc.
- 8) Customer shall be responsible for all costs incurred by Agriland FS, Inc. in enforcing this Agreement, including amounts owed by customer for gallons purchased hereunder, including court costs and reasonable attorney fees.
- 9) Agriland FS, Inc. shall not be liable, and shall be excused from performance under this Agreement resulting from a failure or delay in providing or delivering the product purchased hereunder, when the failure or delay results, directly or indirectly, from fires, floods, or other Acts of God; strikes, lockouts, or other labor disputes; wars, riots, embargoes, sabotage, or acts of terrorism; actions by federal, state, or local governments; pipeline or transportation interruptions; or any circumstance beyond Agriland FS, Inc.'s control. Agriland FS will reserve the right to add a freight surcharge that reflects additional expense incurred to remedy any pipeline or transportation situation that results from supply interruptions.
- 10) Customer acknowledges that this Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and that it supersedes all prior negotiations, statements, or understandings of the parties. Customer further acknowledges that customer understands the retail price of propane may be less than the price contracted under this Agreement during the time period covered, and accepts such price risk.
- 11) The parties agree that this Agreement may only be amended by a written document duly executed by all parties hereto. A failure by Agriland FS, Inc. to require performance by customer with respect to any provision of this Agreement shall not constitute a continued waiver of such provision, or a change to the terms of this Agreement, unless specified in writing by Agriland FS, Inc.
- 12) Customer acknowledges that customer has been advised that only trained personnel shall install, test, maintain, or service customer's propane equipment, appliances, and delivery system, and will notify Agriland FS of any changes made to their propane system and agrees to indemnify and hold Agriland FS, Inc. harmless from any and all claims arising out of customer's failure to follow such advice or notice requirement.
- 13) Except as specifically provided in this Agreement, all warranties, express or implied, including a warranty of merchantability or of fitness for a particular purpose, are disclaimed by Agriland FS, Inc. Customer acknowledges that Agriland FS, Inc. shall not be liable to customer for consequential, incidental, punitive, special, or exemplary damages, loss of profits, or business interruption damages, whether claimed under statutory, contract or tort law or theory.
- 14) The customer may obtain a copy of the fully executed original of this Agreement from Agriland FS, Inc., upon request.