

COMMERCIAL GENERAL TERMS AND CONDITIONS

1. PURCHASE AND SALE. Company shall sell to Customer, and Customer shall purchase from Company, on an exclusive basis, all propane required by Customer (“**Product**”) at the Delivery Points as described in the Commercial Agreement executed by the Customer (the “**Commercial Agreement**”) during the term as set forth therein subject to these terms and conditions (“**Terms and Conditions**”) and any other Company contracts, policies, or documents provided to Customer (the “**Documentation**”). These Terms and Conditions, the Commercial Agreement and the Documentation shall hereinafter collectively be known as and referred to as the “**Agreement**”. Notwithstanding that Customer does not sign these Terms and Conditions, these Terms and Conditions, together with any Documentation, will constitute an enforceable contract that will be deemed accepted by Customer when one of the following first occurs: (1) Customer signs a Commercial Agreement and/or Work Order which incorporates these Terms and Conditions; (2) Customer requests or accepts delivery of propane, service, or equipment from Company; or (3) Customer permits Company Equipment (as defined herein) to be installed on Customer property.

2. EQUIPMENT. All equipment provided by the Company to the Customer is the property of Company (“**Company Equipment**”). Customer agrees to pay to Company the amount charged by Company for removal of the Company Equipment upon expiration of the Term or termination of this Agreement. Customer is responsible for any missing or damaged Company Equipment, ordinary wear and tear excepted. The rental charges may be changed if additional equipment is provided or by the parties by a separate written agreement. If Company Equipment is provided to the Customer, the Customer shall only use Company Equipment to store Product purchased from Company. Customer shall not permit any other company to fill or service the Company Equipment. If Company leases or provides Customer with a cylinder, cylinders racks and/or related equipment in connection with the use thereof, the Customer shall not permit any person to handle, transport, install, remove, operate or in any way manipulate propane cylinders unless such person is a “**Qualified Individual**” (as defined in NFPA 58, as applicable) with respect to the particular actions or operations that he/she is performing and is otherwise fully and adequately trained for such actions or operations in accordance with the training curriculum developed and made available by the Propane Education and Research Council and the NPGA. Notwithstanding any law, statute, regulation or ordinance to the contrary, the Customer understands, agrees and accepts that it is Customer’s sole obligation and responsibility to train each individual handling, installing, removing or operating propane cylinders in the proper and safe handling, installation, transportation, removal, operation and manipulation of propane cylinders. Customer hereby acknowledges and agrees that the Company shall have no duty to train or supervise the Customer’s employees and any other persons engaging in such activity and knowingly and voluntarily waives and relinquishes any claim against Company for failure to train or inadequately train or supervise such employees and other persons.. If Customer owns any equipment that will be utilized by the Customer to store or transmit Company Product (“**Customer Equipment**”), then Customer shall maintain the Customer Equipment to ensure that complies with all safety standards. Company reserves the right to inspect Customer’s external system for delivery of Product, including but not limited to the Customer Equipment, including external components such as Customer’s tank, regulators and vents (excluding exhaust vents for products of combustion) (the “**System**”). The purpose of any such inspection is to determine whether Company believes Customer’s System is safe and adequate for the storage of Product. If Company chooses to deliver Product to Customer, Company may require Customer to upgrade the System to meet all safety standards. By inspecting the System, Company makes no representation or warranty to Customer concerning the safety or adequacy of the System. Customer is responsible for any loss or damage caused by the System. Customer is required to maintain and pay all expenses for maintaining the System and all hoses, meters or other equipment which are part of Customer’s System. If Company determines that the System is no longer adequate for delivery of Product, Company shall have the right to terminate service. If inspections, testing or repairs are required by applicable federal, state or local laws, regulations or ordinances (“**Applicable Laws**”), Customer will be responsible for the cost and completion of all such work and for property repair, including landscaping costs, if any.

3. REPAIRS AND MAINTENANCE OF EQUIPMENT. Customer shall be responsible for all loss, damage or destruction to Company Equipment while in Customer’s possession or under Customer’s control. Customer shall take all reasonable precautions to protect Company Equipment from damage and decrease in value. Customer shall routinely inspect Customer Equipment and any Company Equipment deployed (collectively “**Equipment**”) and shall cease use of any Equipment that is defective or in substandard condition and shall immediately notify Company thereof. Company will be responsible at its cost and expense to make any operating repairs of any Company Equipment during the term of the Agreement, with the exception of damage or necessary repairs caused by the actions or inactions of Customer or its employees, agents, contractors, or customers, or abuse, tampering, vandalism, fire, wind, or any other casualty. Customer shall not represent or assert to any ownership of Company Equipment and further agrees Equipment will not be offered or provided as collateral to secure any obligation of Customer, nor will Customer allow any lien or interest to be placed against Company Equipment by operation of law, or otherwise. Customer shall maintain and not remove any identification stickers on Company Equipment while it is in Customer’s possession. Customer will not remove Company Equipment from Delivery Point(s). No one other than Company may remove Company Equipment. Company shall have access at all times to Equipment and to Customer’s property on which Equipment is located for all purposes necessary to carry out the provisions of this Agreement (including, without limitation, entering upon Customer’s property to install, maintain or remove Company Equipment) without risk or liability for trespass. After installation, Company may substitute or adjust Company Equipment as it determines is necessary, in its sole discretion. Only Company, its employees, authorized contractors or representative(s) shall be permitted to connect, disconnect, access, change, remove, fill, alter, the Equipment, and Customer shall ensure that no other party shall do so. Upon termination of the Agreement, Company shall have the right to remove all of its

Company Equipment. Customer shall be liable for and shall pay to Company for all damages to the condition of Company Equipment, normal wear and tear excepted, all lien clearance expenses, or in the event Company Equipment cannot not be repaired or recovered, the current market value of Company Equipment. Customer acknowledges and agrees that at all times ownership of Company Equipment will remain vested in Company and under no circumstances will ownership of Company Equipment pass to Customer unless otherwise agreed in a separate writing signed by both parties.

4. DELIVERY POINTS. Any change in Delivery Points as set forth in the Commercial Agreement must be agreed upon by both parties. Alternate delivery points must be within Company's normal operating area. Customer agrees to pay additional transportation charges, if any.

5. FEES, RATES AND CHARGES. Customer shall pay Company, as invoiced by Company, for all Product delivered and for all other charges invoiced by the Company in connection with the delivery and services provided by the Company. In addition to the Product charges the Company may also charge all or some of the following: (1) an Equipment Installation Fee, (2) a Haz-Mat Fee/H-M Delivery Charge or Regulatory Compliance Fee, (3) a Fuel Recovery Fee, (4) Off Route Delivery Charge or Special Delivery Charge, (5) an Emergency/Same Day Delivery Fee, (6) a Re-Schedule Fee, (7) Tank/Equipment Rent, (8) Metered Account Customer Charge, (10) a Tank Monitoring Fee, (9) a Cancellation Fee, (10) a Tank Removal Fee, (11) a Tank Pump Out Fee, (12) Late Charge, (13) Reconnection Charge, (14) a Gas Check Fee, and (15) Service Work Charges. These fees and charges are not government-imposed and the amount for each is set by Company in Company's discretion. Depending on Customer's service level and location, not all fees and charges may be applicable. All fees and charges can vary among Company's locations. Customer may contact the local office or call the Customer Service number for the amount of these charges and fees charged in Customer's service area.

6. PAYMENT TERMS. Unless otherwise set forth in Documentation between Customer and Company or unless Customer is a Customer who must pay in advance of delivery or service, payment is due upon delivery of Product and/or completion of service. Customer accounts on which payment is not received within thirty (30) days of the date of delivery of Product and/or completion of service will be assessed a Late Charge. Notwithstanding any payment terms to the contrary agreed upon between Customer and the Company, Customer's failure to pay in accordance with those payment terms shall automatically void those payment terms and thereafter payment for delivery or service shall be due upon delivery of Product and/or completion of service or shall be due in advance of delivery or service as determined by Company, in its sole discretion. If Customer fails to pay when payment is due, Company may refuse to deliver Product until Customer pays the outstanding balance and, in Company's sole discretion, Customer pays in advance for future deliveries. Until Customer pays Company for it, all Product delivered shall remain Company's property and Company shall have the right to adjust or disconnect any Equipment to stop withdrawal of Product from any the Equipment, regardless of whether the Equipment is Company Equipment or Customer Equipment.

7. TITLE; RISK OF LOSS. Title and risk of loss to Product shall pass to Customer upon delivery by Company to the propane tank located at the Delivery Point(s) as set forth in the Commercial Agreement.

8. LIABILITY; INDEMNIFICATION; HOLD HARMLESS. Customer shall not sue Company in connection with and shall defend, indemnify and hold harmless Company its subsidiaries, affiliates, officers, agents, and employees of (collectively "Company Indemnitees") from and against any and all claims, losses, damages, causes of action, suits, liabilities, and judgments of every kind and character, including all expenses of litigation, court costs, and reasonable attorneys' fees for injury to or death of any person or for damages to any property to any property to the extent that such injuries, death, or damages are caused in whole or in part by Customer a third party or an act of God, except to the extent such damage, death or injury is directly caused by the gross negligence or willful misconduct of Company. **IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER UNDER A THEORY OF TORT, CONTRACT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO, AND LOSS OR DAMAGE CAUSED BY COMPANY, ITS EQUIPMENT AND/OR THE PRODUCT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY.** This Section of this Agreement shall survive the expiration or termination of this Agreement for any reason.

9. DEFAULT; REMEDY. An event of default shall occur if Customer fails to perform or observe any covenant, condition, or agreement to be performed or observed hereunder, including but not limited to Customer's failure to pay amounts due hereunder when due. Upon the occurrence of default, Company may withhold further performance hereunder until such conditions have been complied with or, at its option, immediately terminate and cancel the Agreement as to further shipments or deliveries. In addition to any other remedy Company may have at law or in equity in the event of a default by Customer, Company shall have the right to adjust or disconnect any equipment to stop the withdrawal of Product from any Equipment and from any equipment owned by Customer. If Company terminates this Agreement upon a default by Customer or Customer terminates this Agreement without cause prior to the expiration thereof, Company shall be entitled to take possession of its Company Equipment from Customer and Customer agrees to pay Company's costs for removal of Company Equipment upon default or early termination, and shall further pay a pro rata share of Company's installation and capital costs in such event, prorated based upon the date of termination or default

in relation to the Term. In addition to the foregoing, Company shall be entitled to recover all of its costs and expenses in connection with its enforcement of this Agreement (including its reasonable attorneys' fees and court costs).

10. TERMINATION. This Agreement may be terminated by the non-defaulting party in the event of a default, as described above. In the absence of a default, either party may terminate this Agreement effective at the end of the current Term as set forth in the Documentation by sending notice of intent not to renew as provided in the Automatic Renewal provisions of the Documentation; or if there is no specific term set forth in the Documentation, this Agreement may be terminated by either party by providing written notice of termination at least fifteen (15) days prior to the intended effective date of the termination. Customer may be entitled to a credit or refund for any Product which remains in the Tank(s), subject to Service Work Charges to pump out and remove the Tank(s). In the event that Company determines, in its sole discretion in accordance with Company's internal policies, to provide a refund to Customer for Product remaining in the Tank(s), the refund will be applicable only to Product that Company resells and the refund shall be based on the lower of the price at which Customer purchased the Product or Company's current daily price for the Product at the time that the Company takes possession of the Product.

11. FORCE MAJEURE. Except with respect to the obligation of Customer to make payment for Product received, each party shall be excused for delay or failure in performance by reason of any cause beyond the party's control, including war, fire, strikes, revolutions, riot, acts of hostility, governmental acts and requests, governmental interference, flood, storm, any act of God, or any other extraordinary cause over which neither party has control, whether or not similar to any of the foregoing, including, but not limited to, pipeline allocations or shortage of Product. Upon cessation of the cause or causes for any such failure or delay, performance hereof shall be resumed, but such failure or delay shall not operate to extend the term of this Agreement nor obligate either party to make up deliveries or receipts as the case may be. Nothing herein contained shall excuse Customer from paying Company, when due, any amounts payable hereunder or pursuant hereto. Company shall not be obligated to purchase Product for delivery and sale hereunder from others in order to replace the quantities of Product so curtailed or cut off by reason of circumstances beyond its control. Notice of party's claims of excused performance due to circumstances beyond its control shall be given to the other party as soon as reasonably possible after the occurrence of the cause upon which nonperformance is based.

12. SAFETY WARNINGS. The odor of ethyl mercaptan can fade in certain circumstances, which are described in the warning materials Company has provided to Customer. Customer acknowledges receipt of this warning material and understands the important safety information contained in it.

13. LIMITED WARRANTY; DISCLAIMER. Company warrants that title to Product delivered hereunder, at the time of its transfer to Customer, shall be good and valid, free from all liens, claims, and encumbrances and that its transfer to Customer shall be rightful. Company makes no other representations or warranties of any kind whatsoever, direct or indirect, express or implied, including, without limitation, none as to the suitability, merchantability, fitness for use, or fitness for a particular purpose of such propane. Company expressly disclaims and excludes all such representations and warranties.

14. ARBITRATION. A. Agreement to Arbitrate. Customer agrees that any claim, dispute or controversy, whether in contract, tort (intentional or otherwise), including without limitation, product liability, property damage, personal injury claims, or claims based on strict liability, whether pre-existing, present, or future, and including constitutional, statutory, common law, regulatory, and equitable claims in any way relating to (i) the Service; (ii) any Equipment or equipment sold to Customer by Company; (iii) this Agreement; (iv) Product delivered or sold by Company; or (e) the Safety Bulletin, advertisements, promotions, or other brochures or writings prepared by us in any way relating to the products sold or this Agreement and/or the relationship between Customer and Company, including the validity, enforceability, or scope of this Section or any part thereof (collectively, a "Claim") shall be resolved, upon the election of either Customer or Company, by binding arbitration. **B. Process for Arbitration.** Arbitration will be governed by this Section and the applicable rules of JAMS/Endispute in effect at the time the Claim is filed. The Claim shall be heard by a panel of 3 independent arbitrators. Each party shall appoint one arbitrator within sixty (60) days of the initiation of the arbitration proceeding, and the third impartial arbitrator must be an attorney with more than 10 years' experience or a judge or retired judge and be appointed appointment of the arbitrators appointed by the parties. The arbitration shall take place in the state in which service is provided to Customer. In the event of a conflict between this Section and the rules of the arbitration administrator, this Section will govern. This Section shall not apply to (i) Claims for payment of amounts due for product purchases or Equipment rental, including all applicable fees, late payment charges, returned check charges, and collection costs or (ii) to any Claim which Customer could bring as an individual in a small claims court or an equivalent court. **C. No Class Action.** No class actions or joinder or consolidation of claims with other persons are permitted in the arbitration without the consent of both Customer and Company. The arbitration administrators selected pursuant to subsection B above are authorized to arbitrate disputes as to any Claim brought by Customer against Company or by Company against Customer and, without the consent of Company, are not authorized to arbitrate any similar or identical claims brought by other persons. **D. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS THE RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY, BUT CUSTOMER PREFERS TO RESOLVE ANY SUCH CLAIMS THROUGH ARBITRATION AND CUSTOMER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS TO LITIGATE SUCH CLAIMS IN COURT BEFORE A JUDGE OR A JURY, UPON ELECTION OF ARBITRATION BY CUSOTOMER OR BY COMPANY. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EVEN IF SUCH CLASS ACTION IS**

PENDING ON THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION, EXCEPT THAT THIS ARBITRATION PROVISION WILL NOT PRECLUDE CUSTOMER'S PARTICIPATION IN A CLASS WHICH HAS ALREADY BEEN CERTIFIED ON THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION.

15. MISCELLANEOUS. A. Successors and Assigns. The rights of the Customer shall not be assignable without the prior written consent of Company. This Agreement shall inure to the benefit of and be binding upon the personal representatives and successors of the parties. **B. Waiver.** No failure or delay in executing any of Company's rights hereunder shall prevent its execution at a later date and neither shall a waiver by Company of any breach by Customer be deemed a waiver of subsequent breach. **C. Confidentiality.** Material in this Agreement is confidential. It is intended only for the use of Customer. Any disclosure, unauthorized use, distribution, or taking of any action based on this information by any individual or organization other than Customer is strictly prohibited and will void this Agreement. **D. General.** These Terms and Conditions may be modified by Company in its sole and absolute discretion and shall become effective upon notice to Customer. Any Documentation may be executed and delivered in counterparts, each of which shall be deemed an original when executed and delivered, but all of which together shall constitute one and the same instrument. A party's facsimile or electronic mail transmission of its executed counterpart of any Documentation shall be deemed delivered as of the date of transmission.