



## CONTRACT TERMS AND CONDITIONS

1. Seller warrants that the product sold hereunder is free and clear of all claims, liens, encumbrances and penalties.
2. Price is set by seller upon written acknowledgement the day the contract is initiated.
3. Price is guaranteed the day of contract initiation with payment due.
4. Purchaser agrees to be on scheduled delivery.
5. Delivery period for contracts is June 1, 2024 through May 31, 2025.
6. Even monthly payment programs automatically renew each year based on the buyer's average annual consumption.
7. Booking program invoices must be paid within 10 days after delivery to receive the 15 cents per gallon cash discount.
8. Minimum contract quantity is 400 gallons.
9. Even monthly payment programs will receive price protection for the contract period. Monthly payments may be adjusted to reflect increased propane consumption.
10. Prepay and Booking Program price applies only to the quantity of gallons specified in a contract. When the contract gallons have been delivered, the customer is still on scheduled delivery and the tank will continue to be filled to capacity. Propane delivered beyond the contracted amount will be at market price.
11. Contract gallons are not transferable to other individuals or from one contract period to the next.
12. Seller is not responsible if all contracted gallons are not used by the contract expiration date and not obligated to deliver less than the minimum fill requirement to finish a contract.
13. Seller has full authority to decline any customer due to poor credit rating, account delinquency or any other reason.
14. If buyer chooses to book their propane and buyer's account goes past due, seller may cancel remaining contract with buyer. Remaining credits may be applied against past due balance.
15. Prepay/bookings do not earn interest.
16. Buyer agrees to purchase all their propane needs from seller during the contract period. If the buyer purchases their propane from another supplier during the contract period, the buyer forfeits all remaining money deposited and will be responsible for any and all costs incurred by the seller to settle the account.
17. Remaining balance from prepay and booking deposit will be credited to the buyer's open account upon completion of the contract period and buyer's obligations under the contract.
18. By enrolling in EFT Autopayments buyer authorizes seller to initiate entries to buyers checking/savings account using the information provided, and if necessary, initiate adjustments for any transactions credited in error. This authority will remain in effect until seller is given thirty days written notice by buyer to cancel it.
19. In general, second homes, cabins and non-exempt businesses are required to pay sales tax. If unsure, please consult your tax advisor.
20. The seller is not liable for delay, default or impossibility of performance on its part due to an act of God, the public enemy, governmental restraints, regulations, shortages, riots, strikes, lockouts, machinery breakdowns, civil disturbances of any nature or any act happening beyond its control.
21. Any local, state or federal fee/tax adjustment, freight rate increases or fuel surcharges or other mandates imposed upon the contracted fuels may be added to the contracted price.