

TERMS AND CONDITIONS FOR LEASED EQUIPMENT

This Terms and Conditions Addendum ("Addendum") is an extension of the Residential LP-Gas Supply Agreement ("Agreement") made on even date herewith between the HJ Poist Gas Company, Inc. ("the Company") and the person(s) named in the Agreement as the Customer. This Addendum is hereby made a part of and a continuation of the said Agreement.

In consideration of the mutual covenants set forth in both the Agreement and this Addendum, and for other good and valid consideration, the Company and Customer further agree as follows:

EQUIPMENT

- A. You hereby agree that the Company is loaning to you all propane storage tank(s) ("Tank" or "Tanks" as applicable), regulators and related propane distribution equipment (the "Equipment") that we have provided and installed on the Premises in connection with our exclusively providing Propane to the Premises as intended herein. You will be responsible for all property repairs, including landscaping costs, if any, related to our installation, maintenance, and/or repair work. You acknowledge, understand, and agree that you are required to maintain all appliances that are in connection with your propane system at your sole cost and expense to keep it in compliance with all applicable safety standards and regulatory codes. We reserve the right to inspect your appliances in connection with your propane system. The purpose of any such inspection is to determine whether we believe your appliances are safe and adequate for the propane system and we may require to repair or upgrade the appliances to meet all safety standards and regulatory codes prior to our propane delivery. With the company's inspection of the appliances, we make no representation or warranty to anyone concerning the appliance's safety or adequacy and you shall remain solely responsible for any loss or damage caused by the appliances or any failure thereof. If inspections, testing, or repairs are required by applicable federal, state, or local laws, regulations, or ordinances ("Applicable Laws"), you will be responsible for the cost and completion of all such work.
- B. If applicable, you will pay to us an annual Equipment Use Fee during the Term in the amounts stated in the Agreement. We reserve the right to service, repair, replace, remove, change-out, lock-off or take any other measure we deem necessary to protect and secure the Equipment at any time without prior notice and at our sole discretion. Such action may arise from, but not be limited to, changes in your propane usage, periods when the Equipment is not being used, or if you should breach this Agreement, including any of the terms and conditions in this Addendum. The Company further reserves the right to prorate the annual Equipment Use and Monitor subscription fees and bill you in monthly or quarterly installments.
- C. The Company hereby grants you the option to purchase the loaned Equipment (the Purchase Option") at any time following the first anniversary of the Initial Term hereof, provided this Agreement is in full force and effect and there are no amounts owing on your account with us at the time this Option is to be exercised. The Purchase Price shall be determined at the time you give notice to us that you desire to exercise this Purchase Option. Within five (5) business days of your notice, we will advise you of the Purchase Price, which shall be determined as the then current retail price the Company is charging for new Equipment installations with a similarly sized storage tank and associated equipment, less \$15.00 depreciation for each full month that has passed since the effective date of this Agreement. Your purchase of the Equipment shall be by our delivery of a Bill of Sale upon payment, with the Equipment being transferred in its "as-is" and "where-is" condition, with no warranties of its fitness or merchantability for any purpose or otherwise. Upon transfer of the Equipment, this Propane Supply Agreement shall be terminated.

ACCESS

We shall have unlimited access to the Premises for all purposes necessary in carrying out the provisions of this Agreement (including, without limitation, entering the Premises to deliver Propane to and/or install, service, repair, replace, maintain, lock-off, or remove its Equipment) without risk or liability for trespass. We may substitute or adjust the Equipment as we determine, in our sole discretion and at our sole cost and expense. During the Agreement Term Customer acknowledges that only Poist employees and/or its authorized contractors or representative(s) are permitted to deliver propane to, or connect, disconnect, access, change, remove, fill, alter, tamper with, or attempt to service, the Equipment, and you shall ensure that no other party shall do any of the foregoing.

TERM

- A. The Term hereof shall be for the period stated in the Propane Supply Agreement to which this Addendum is attached. A year, as defined herein, shall be a twelve-month period commencing on the date of the Supply Contract proposal is signed and ending one year from this start date. The Contract will automatically renew for one year at the end of each term unless 30 days' notice is given by either party.
- B. We may terminate this Agreement at any time for any valid reason, including, but not limited to, any observed danger to the health and/or safety to the public, inability for us to obtain sufficient propane or handle service interruptions necessary to adequately service your Premises for reasons beyond our reasonable control, and/or for your payment delinquencies. Our right to collect Late Payment or any invoiced charges shall not prohibit or restrict us from terminating this Agreement due to any Customer default, and no termination of this Agreement shall constitute a waiver of our right to collect any money owed or payments we are due hereunder.

PRICE AND FEES

- A. In consideration of our supplying and delivering Propane to your Premises and providing you with other services incidental thereto, you agree to pay us in accordance with our presented invoices. If you dispute an amount on any invoice we present, such dispute must be made known to the Company in writing within two (2) business days following the propane delivery or other rendered service on which the dispute has arisen. The parties will then use their best reasonable efforts to resolve such dispute within ten (10) business days following our receipt of your notice. All invoices not disputed within the prescribed time periods shall be deemed as accepted and owing.
- B. Unless there is an established fixed price or a pre-purchase price for propane as stated in the Agreement, all propane charges shall be according to our established price-per-gallon on the date of delivery. We reserve the right to set a daily price for the propane and, at our sole discretion, to vary that pricing among our customer types based on location, annual consumption, payment history, prevailing market conditions, and other factors. You may obtain your current daily price by calling 301-725-3232. You shall also pay, as you are invoiced from time-to-time, fees and charges incurred for maintenance, repairs and replacements to any Equipment or other services that you may request. These fees and charges are not government-imposed and are set by us in our judgment. Our pricing is only guaranteed for propane purchased under this Agreement during the specified coverage period herein. Accounts that are subject to sales or other governmental tax, including, but not limited to applicable county fuel taxes will be invoiced for such taxes at the time of delivery.
- C. Pre-Buy and Fixed Price contracted gallons will be delivered at the start of the Agreement and continue through to the next ensuing May 31st. All pre-buy contracts shall have a minimum purchase requirement of 300 or more gallons. Accounts that have both a fixed rate contract and pre-buy agreement in place will have the pre-buy gallons delivered first. Once a pre-buy contract is exhausted, an applicable fixed-rate pricing contract will become valid and, should there be no fixed-rate contract in place, all deliveries shall be invoiced at the applicable market rate at the time of the delivery. Propane delivered in excess of any contracted gallons will be charged at the Poist default rate stated in the Agreement at the time of delivery.
- D. All fixed-rate and pre-buy pricing contracts shall become void after the next following May 31st. No deliveries after the May 31st date shall be made at any expired contract rate and any remaining pre-buy amounts shall remain on the account to be credited toward future propane purchases. Automatic deliveries shall remain in effect after the contracted gallons have been delivered unless we receive your written notice that the automatic deliveries are to be suspended. No end of season partial fill requests will be honored.
- E. You will always be responsible for maintaining at least a one (1) week supply of propane at the Premises. After you contact a Company Customer Service Representative by calling 301-725-3232 and ordering propane, we will deliver the propane within a reasonable period of time in accordance with our regular delivery schedule, subject to weather conditions, prior customer delivery requests and the Unforeseeable Interruptions as noted below. In addition, if you should at any time refuse a delivery or request less propane than is required to fill your Tank(s) to its rated capacity, we shall have the right to assess and you agree to pay us a Partial-Fill Fee as we may, from time to time, establish. *Exceptions apply to Peace of Mind members.*
- F. You agree to pay all undisputed invoices for products or services promptly upon receipt. A \$50.00 administrative fee for each month or part thereof that an account is past due together with interest accruing at a rate of 1.5% per month (18% APR) or the maximum allowed by the law in the state where the Premises to which the propane was delivered, shall be assessed on any balance remaining unpaid commencing thirty (30) days following the invoice date. If a past-due amount is sent to collection, the Company shall also be entitled to recover from you the Company's collection costs, including reasonable attorney's fees and other filing charges, collection commissions, etc. The Company may decline to service any account where a past-due amount is owed and lock-off the tank until such invoices are paid in full. There will also be a \$50.00 fee charged for any check or credit card that is not honored.
- G. Should a Customer use less than 50 gallons of propane during a year's time, HJ Poist reserves the right to charge the Customer a Minimum Usage fee of \$399.00. Customer accounts are assessed annually in June of the current year.

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- H. In an event that the Customer terminates the contract an early termination fee of \$500.00 will be charged unless stated otherwise under the Propane Supply Agreement, in addition to the tank(s) pick up and/or pump off fee of \$800.00. The pick up/pump off fee may not be limited to the initial term.
- I. All sales, use, personal property and other taxes assessments, or similar charges imposed by governmental authorities upon the propane and Equipment or its use during the Term shall be the Customer's obligation. If the Company pays any such taxes on behalf of the Customer, Customer will promptly pay such amounts paid following its receipt of Company's invoice therefor.

DEFAULT

You shall be in default of this Agreement upon any of the following occurrences: (i) you purchase propane from any supplier other than Poist; (ii) you allow any party other than Poist to service, repair, replace or otherwise make modifications or changes to the propane storage and Equipment, regardless if it is Customer-owned or loaned to you; (iii) you fail to pay in a timely manner any undisputed invoice tendered by Poist; (iv) you fail to maintain the area(s) surrounding the propane tank(s) and maintain an unhindered approach to the tank(s) and Equipment at all times to allow for deliveries and service and in the event of an emergency; (v) you terminate this Agreement at any time prior to the expiration date of the Initial Term or the expiration date of any extended term then in effect.

REMEDIES

If you fail to make timely payment for propane purchases or other payment obligations hereunder, fail to abide by or perform your obligations under any of the terms hereof or otherwise default in the terms and provisions herein, we, at any time thereafter until such breach is remedied:

- A. May terminate this Agreement, discontinue propane sales or the providing of services, seal and "lock off" your tank(s) and exercise any other available remedies at law or in equity, immediately and without notice. If Poist does not terminate your propane service, but instead discontinues deliveries and/or locks off your tank due to your nonpayment, your account must be settled in full, along with the then-current Poist reconnection fees prior to the restoration of service. Upon termination of this Agreement, you shall nevertheless remain obligated to pay all amounts due and owing to us hereunder, including, but not limited to, the cost of any pumping out of the tank's propane, Loaned Equipment removal, applicable cancellation or early termination fees, and any other outstanding balances owed to Poist. You shall also remain responsible for safekeeping of the Equipment until we remove it and shall bear the expense of making the Equipment accessible to us.
- B. In the event we elect to terminate the Agreement as hereinbefore provided or if you terminate the Agreement before its expiration for any reason whatsoever:
- 1) You will remain responsible for and be obligated to pay all those damages we incur due to the early termination of the Term, including, in addition to a Cancellation Fee stated in the Agreement, any additional damages we experience including, but not limited to, those suffered through unfulfilled contracts, imputed loss of sales and/or profits during the Term and/or undelivered pre-buy gallons.
 - 2) Upon such termination, if Equipment is involved and in addition to all other damages and normal equipment removal costs, you shall pay the cost of our pumping the propane out of the storage tank(s) in order that it can be legally transported and, in such event, all of the propane so removed along with any propane remaining in the tank at the time of removal shall be forfeited to the Company with no consideration due to the Company. We shall have no obligation to make any repairs or replacements to property damaged in any manner during our equipment removal or otherwise restore your Premises following such removal.
- C. Shall have the right to seek, in addition to monetary damages, any equitable remedy, including, without limitation, an action for specific performance or injunctive relief to effect such performance and you shall pay us upon demand all of our reasonable costs and expenses in connection therewith (including reasonable attorneys' fees and court costs where such recovery is not otherwise prohibited by law).
- D. We shall not be responsible for our inability to deliver Propane, or for our inability to service any Equipment due to lack of access to the tank(s) for any reason, including, but not limited to, safety concerns, access obstructions such as locked gates or the presence of animals, uncleared snow or ice, and/or for any other blocked access to the tank(s) and equipment. You understand and agree that should your propane service be interrupted for any reason, we may not reinstate service unless an authorized individual is available to provide us with appropriate access to the propane Equipment and appliances connected thereto on the Premises. Service interruptions include, but are not limited to, running out of gas, non-payment service disconnection, turning off the valves on the tank(s), and/or disconnecting or interrupting the propane gas flow anywhere between the propane tank(s) and appliance(s). You further understand and agree that we may charge appropriate fees for the reinstatement of propane service and such fees shall be applied according to our then-current schedule of service fees.
- E. Neither the Company nor any Company employees, representatives or agents will be responsible for any personal injuries or damage of any kind to property caused by or related in any way due to a propane supply interruption caused by your failure to notify us of the need for a delivery, for modifications to the Premises, for the addition of appliances, for your request for less propane than is required to fill the tank(s) to full capacity, or for your breach of any other provision of the Agreement and this Addendum. You shall give us immediate written notice upon the removal or addition of any propane-fueled appliance. Should you fail to report such addition or removal of any appliance in a timely manner, you hereby acknowledge that we shall not be responsible for any propane service interruptions or other associated damages arising out of or resulting from any such appliance addition or removal.
- F. We shall not be liable to you or any other person for any special, incidental, consequential or punitive damages arising out of this Agreement and Addendum whether under a theory of tort, contract, product liability or otherwise, even if we are advised of the possibility of such damages and even if such damages could have been reasonably foreseen.
- G. You and your heirs, administrators, and successors in interest shall indemnify, defend and hold Poist and its agents, directors, officers and employees harmless from and against all damages, costs, liabilities, obligations, judgments and expenses, (including, without limitation, our reasonable attorneys fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (i) the death of, injury to any person or damage to the property (whether real or personal), in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, unauthorized service, installation, maintenance, lack of maintenance or removal of Equipment or propane, except if resulting or arising from our proven gross negligence or intentional acts or omissions. (ii) those damages and injuries resulting from or caused or effected by your actions or inactions or by those of a third party or an act of God, (iii) your breach of any provision of this Agreement; or (iv) the existence, use, manufacture, storage, release or disposal of hazardous materials by any person (whether or not on the Premises) on, under or near the Equipment.
- H. You, for yourself, and on behalf of your representatives, agents, heirs, administrators and/or any other interested third parties, hereby agree and warrant that, should you initiate any demand, claim, suit or action hereunder (a "Claim"), our liability shall be limited to proven direct non-consequential damages you have actually incurred. Our total liability, whether such Claim is resolved through litigation, arbitration or other settlement between the parties shall not exceed the actual amounts you have paid us over the twelve (12) month period immediately prior to the event or events giving rise to any such Claim. No Claim shall be made or brought against us (including any of our related business units, affiliates, employees, agents, representatives, assigns or successors) more than one (1) year following the date of the event that caused such Claim to be brought herein, and then only if written notice of such event giving rise to such Claim was received by us within ten (10) days of the occurrence of such event. You and we both agree to a waiver of a jury trial for any litigation that is brought forth between the parties. This paragraph shall survive the expiration or earlier termination of the Agreement.

CHANGE OF PREMISES OWNERSHIP

You agree that if you vacate or sell the Premises where the Equipment has been installed, you will notify us in writing at least fourteen (14) days in advance that the vacancy or sale is taking place. Upon any change in ownership of the Premises, you shall advise the new owner of the Premises of this Agreement and that the Equipment is owned by Poist and on loan. Any proration of the propane remaining in the tank at the time of transfer shall be between you and the new Premises owner and we shall not be required to provide a refund to you or to the new Premises owner for propane that we sold to you. **Should we not receive communication of your plan to vacate or sell the premises within the aforementioned timeframe, you will continue to assume responsibility of payment for any future deliveries of propane.** If the new Premises owner does not continue utilizing Poist for the provision of propane to the Premises, you shall be deemed to have terminated this Agreement prior to the expiration of the then-current Term and all termination provisions and fees payable hereunder shall apply.

EQUIPMENT CHARGES

You agree to pay any applicable Equipment deposits and non-refundable service and Equipment Use fees shown on the face of the Agreement. We shall have the right to increase these deposits and fees at any time.

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DISCLAIMER OF WARRANTIES

We make no representations or warranties, either express or implied, with respect to any propane, tank, cylinder, and/or related equipment or service supplied or performed under this Agreement or any prior agreement or understanding, including but not limited to any warranties of merchantability or fitness for a particular purpose.

INSURANCE

You shall obtain and keep in force during the entire term of this Agreement, homeowners' and other appropriate hazard insurance (at commercially reasonable maximum coverage amounts) with respect to the Premises and the use of propane and Equipment thereon.

UNFORESEEABLE INTERRUPTIONS

Our obligation to perform under the Agreement shall be excused due to floods, fire, war, accidents, labor disturbance or any condition preventing safe access to the Premises or the Equipment or for any other cause beyond our control.

ASSIGNMENT, SUCCESSORS

This Agreement may not be assigned in any respect, by operation of law or otherwise, without our prior written consent. This Agreement shall be binding upon the heirs, administrators, successors and permitted assigns of the parties hereto. You represent that all necessary approvals from all applicable parties have been obtained in order to legally bind Customer to the terms of this Agreement.

MODIFICATIONS

We may modify this Agreement including portions of these Terms and Conditions at any time and in our sole discretion by providing you with written notice of such changes. Unless otherwise provided, the modifications will take effect after thirty (30) days from the date of such notice. If any such modification is unacceptable to you, your sole recourse is to terminate this Agreement. Your failure to terminate this Agreement within the said thirty (30) days shall constitute your binding acceptance and agreement to the modification. Subject to the foregoing provisions in this section, all other modifications hereto must be approved in writing by Customer and Company. The modification notice may be in the form of a bill insert or other written notification. By accepting delivery of propane or by paying any fees, rates, or charges after the thirty (30)-day period following the notice date, you will be deemed to have agreed to the change(s). Neither the Agreement nor these Terms and Conditions may be modified orally.

_____ CUSTOMER INITIALS & DATE _____

JURISDICTION

This Agreement shall in all respects be governed by the laws of the State of Maryland. Any provisions of this Agreement deemed unenforceable by a court of competent jurisdiction shall be modified and/or deleted, only in that court's jurisdiction, in order to maintain the enforceability of the Agreement in a manner that best preserves the intent and purposes of the parties. In the event of any legal proceedings related to the Agreement or this Addendum, such proceedings shall be brought in the courts of Prince George's County, Maryland having jurisdiction thereof.

NOTICES

All notices shall be deemed given within three (3) business days after deposited in the mail postage prepaid, unless such party has given notice to the other that its address has changed. Notices to Customer shall be at the address where the Product is delivered herein. Notices to Company shall be to 360 Main Street, Laurel, MD 20707, ATT: Chief Operating Off

IMPORTANT INFORMATION REGARDING SUSPECTED GAS LEAKS:

You hereby acknowledge receipt of our provided safety information relating to the physical characteristics and safe usage of propane. **IF YOU SUSPECT THAT YOU HAVE A GAS LEAK, YOU MUST IMMEDIATELY EVACUATE ANY AND ALL PERSONS FROM AREA WITH THE SUSPECTED LEAK. DO NOT OPERATE ANY ELECTRONICS WHERE THE LEAK IS SUSPECTED, INCLUDING ANY LIGHT SWITCHES OR CELLULAR DEVICES.** Have someone who is comfortable turn the valve(s) on the tank(s) to the "off" position to stop the flow of propane into the area with the suspected leak. From a safe distance/location, immediately call **Poist Gas at 301-725-3232** to report the gas leak. Poist Gas can be reached at that number on a 24-hour basis for emergencies. **IN ANY EVENT, SHOULD YOU BE UNABLE TO REPORT A GAS LEAK TO YOUR PROPANE PROVIDER, PLEASE CALL 911 AND REPORT THE LEAK TO YOUR LOCAL FIRE DEPARTMENT. DO NOT ATTEMPT TO REPAIR ANY SUSPECTED GAS LEAKS ON YOUR OWN, AS THE SITUATION COULD WORSEN. DO NOT RE-ENTER THE AREA UNTIL THE SUSPECTED LEAK HAS BEEN ADDRESSED AND DEEMED SAFE BY A PROPER AUTHORITY (POIST GAS OR EMERGENCY RESPONSE PERSONNEL).**

TERMS AND CONDITIONS FOR LEASED EQUIPMENT

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TERMS AND CONDITIONS FOR CUSTOMER OWNED EQUIPMENT

This Supply Agreement Terms and Conditions Addendum ("Addendum") is an extension of the Propane Supply Agreement ("Agreement") made between the HJ Poist Gas Company, Inc., ("Poist" or the "Company" and the person(s) named in the Agreement as the Customer on even date herewith. This Addendum is hereby made a part of and a continuation of the said Agreement.

In consideration of the mutual covenants set forth herein, and other good and valid consideration, Poist and Customer agree as follows:

PURCHASE AND SALE:

During the Term of this Agreement, we shall sell to you, and you shall exclusively purchase from us all bulk propane to be delivered to stationary storage tanks installed or to be installed at the Premises described in the Agreement, subject to the terms and conditions set forth in this Addendum and to any other addenda, amendments, and/or other documents we may enter into with you from time-to-time hereafter.

EQUIPMENT:

You hereby represent and warrant that you own the propane storage tank(s), pipes, lines, hoses, meters, regulators, and related propane distribution equipment (the "Equipment") and agree that the title to and ownership of the Equipment shall at all times remain with you and that no third party shall acquire any right or interest therein (except for our use as permitted hereunder). You acknowledge, understand, and agree that you are required to maintain the Equipment at your sole cost and expense to keep it in compliance with all applicable safety standards and regulatory codes. We reserve the right to inspect your Equipment in connection with the delivery of our propane. The purpose of any such inspection is to determine whether we believe your Equipment is safe and adequate for the propane storage, and we may require you to repair or upgrade the Equipment to meet all safety standards and regulatory codes prior to our propane delivery. With the Company's inspection of the Equipment, we make no representation or warranty to anyone concerning the Equipment's safety or adequacy and you shall remain solely responsible for any loss or damage caused by the Equipment or any failure thereof. If we determine at any time that the Equipment or portions thereof is no longer adequate for receipt of propane, we will terminate service. If inspections, testing, or repairs are required by applicable federal, state, or local laws, regulations, or ordinances ("Applicable Laws"), you will be responsible for the cost and completion of all such work. You are solely responsible for proper grounding/bonding of propane piping, arranging for protection of regulators from the elements and, where applicable, for protection of the Equipment from the forces of accumulated snow/ice or other physical danger. You further agree to monitor the tank volume percentage and immediately inform us once tank gauge reaches 20% to allow us to plan for any delivery that may be required, even if you have a tank monitor or your Supply Agreement calls for regularly scheduled deliveries. *Exceptions apply to Peace of Mind members.* You agree that you have informed H.J. Poist of all propane appliances and propane lines on your property.

Poist shall have access at all times to the Premises for all purposes necessary in carrying out the provisions of the Agreement and this Addendum, including, without limitation, entering the Premises to install, service, maintain, or repair the Equipment or to remove or replace company-owned Equipment) without risk or liability for trespass. Only Poist employees and/or its authorized contractors or representative(s) shall be permitted to connect, disconnect, access, change, remove, fill, alter, tamper with, or attempt to service the Equipment during the Agreement Term, and you shall ensure that no other party shall do any of the foregoing. Should another related company need to disconnect existing propane lines to any appliance and/ or turn off tank(s). It is the customer's responsibility to contact Poist for the purpose of safety reasons.

TERM:

A. The Term hereof shall be for the period stated in the Propane Supply Agreement to which this Addendum is attached. A year, as defined herein, shall be a twelve-month period commencing on the date of the Supply Contract proposal is signed and ending one year from this start date. The Contract will automatically renew for one year at the end of each term unless 30 days' notice is given by either party.

B. The Term hereof may be terminated by Poist at any time for any valid reason, including, but not limited to, any observed danger to the health and/or safety to the public, inability for us to obtain sufficient propane or handle service interruptions for reasons beyond our control as may be needed to adequately service your Premises, and/or for your payment delinquencies. Our right to collect Late Payment Charges shall not prohibit or restrict us from terminating this Agreement due to a payment default, and no termination of this Agreement shall constitute a waiver of any money owed or payments due to Poist hereunder.

PRICE AND FEES:

A. In consideration of our supplying and delivering propane to your Premises and providing you with other services incidental thereto, you agree to pay Poist in accordance with our presented invoices. All propane charges shall be according to the price-per-gallon noted in your Agreement or, if not noted, as we may establish on the date of delivery. We reserve the right to set a daily price for the propane and to vary that pricing among our Customer types at our sole discretion, generally based on your Premises location, access, tank size, annual consumption, payment history, and other prevailing factors or conditions. You may obtain your current daily price by calling 301-725-3232. You shall also pay as you are invoiced from time-to-time fees and charges incurred for propane deliveries and for maintenance, repairs and replacements to any Equipment or other services that you may request. These fees and charges are not government-imposed and are set by us in our discretion and may depend on your service level and location. Our pricing is only guaranteed for propane purchased under this Agreement during the specified coverage period herein. Accounts that are subject to sales or other governmental tax, including, but not limited to applicable county fuel taxes will be invoiced for such taxes at the time of delivery.

B. Contracted pre-buy and fixed price gallons will be delivered commencing at the start of the Agreement and continue as set forth therein. All pre-buy contracts shall have a minimum purchase requirement of 300 or more gallons. Accounts that have both a fixed rate contract and pre-buy agreement in place will have the pre-buy gallons delivered first. Once the pre-buy contracts are exhausted, applicable fixed-rate pricing contracts will become valid and remain in place for the agreed-upon number of gallons or the time period. Should there be no pre-buy or fixed-rate contract in place, all deliveries shall be invoiced at the applicable market rate at the time of the delivery. Propane delivered in excess of any contracted pre-buy or fixed rate gallons or after the expiration of the fixed rate term will be charged at the Poist variable rate schedule in effect at the time of delivery.

C. All fixed-rate and pre-buy pricing shall become void after expiration date specified in the respective contracts. No deliveries after the contract expiration date shall be made at the contracted rate, with any remaining pre-buy gallons shall remain on the account as a credit toward future propane purchases. Automatic deliveries shall remain in effect after the contracted gallons have been delivered unless Poist receives your written notice that the automatic deliveries are to be suspended. No end of season partial fill requests shall be honored.

D. You shall be solely responsible for maintaining at least one (1) week's supply of propane in storage at the Premises at all times. After you contact an authorized Company representative to order propane, we will use our best reasonable efforts to make a delivery in accordance with our regular delivery schedule. You acknowledge, however, that our deliveries are subject to weather conditions, prior customer delivery requests and any Unforeseeable Interruptions as noted below. In addition, if you should at any time refuse a delivery or request less propane than is required to fill your Tank(s) to their rated capacity, we shall have the right to assess, and you agree to pay us a Partial-Fill or Delivery Refusal Fee as we may from time to time establish.

E. You agree to pay all invoices for products or services promptly upon receipt. Commencing thirty (30) days following the invoice date on an unpaid balance, the Company may charge a \$35.00 administrative fee for each month or part thereof that there is an outstanding balance on the account plus interest at a rate of 1.5% per month compounded monthly or the maximum allowed by the law in the state where the Premises to which the propane was delivered) on any balance remaining unpaid. Poist shall also be entitled to recover the Company's collection costs from you, including reasonable attorney's fees and other filing charges, collection commissions, etc. Poist may also decline or terminate service to any account where a past-due amount is owed and may, without prior notice, exercise any default remedies listed herein.

F. All sales, use, personal property and other taxes, assessments, or similar charges imposed by governmental authorities upon the propane and Equipment or its use during the Term shall be the Customers obligation. Should Poist pay any such taxes on behalf of the Customer, Customer will promptly pay such amounts so paid following its receipt of Company's invoice therefor.

TERMS AND CONDITIONS FOR CUSTOMER OWNED EQUIPMENT

DEFAULT:

You shall be in default of this Agreement upon any of the following occurrences: (i) Your purchasing Propane from any supplier other than Poist; (ii) Allowing any party other than Poist to service, repair, replace or otherwise make modifications or changes to the propane storage and delivery equipment; (iii) your non-payment in a timely manner of any undisputed invoice tendered by Poist (any invoice dispute must be made known to Poist in writing within two (2) business days following the delivery or other rendered service on which there is a dispute. The parties will then use their best reasonable efforts to resolve such dispute within ten (10) business days following Company's receipt of Customers notice); (iv) your failure to maintain the area(s) surrounding the propane tank(s) and maintain adequate access to the propane tank(s) and Equipment at all times to allow an unhindered approach to the tank(s) and Equipment for deliveries, services and in an emergency; (v) your terminating this Agreement at any time prior to the expiration date of the Initial Term or the expiration date of any extended term then in effect

REMEDIES:

If you fail to perform any of its obligations under this Agreement or otherwise defaults in the terms and provisions herein, Poist shall, at any time thereafter until such breach is remedied:

A. May terminate this Agreement, discontinue propane sales or the providing of services, seal and lock off your tank(s) and exercise any other available remedies at law or in equity, immediately and without notice if you fail to make timely payment for propane purchases or other payment obligations hereunder, or fail to abide by or perform your obligations under any of the terms of this Agreement. If Poist does not terminate your propane service, but instead discontinues deliveries and/or locks off your tank due to your non-payment, your account must be settled in full, along with the then-current Poist reconnection fees prior to the restoration of service. Upon termination of this Agreement, you shall nevertheless remain obligated to pay all amounts due and owing to us hereunder, including, but not limited to, the cost of any Company-owned Equipment removal,

Applicable cancellation or early termination fees, and any other outstanding balance. You shall also remain responsible for safekeeping of the Company-owned Equipment until we remove it and shall bear the expense of making our Equipment accessible to us

B. In the event the Agreement is terminated by Poist as hereinbefore provided or if you terminate the Agreement for any reason whatsoever:

1. You shall be held responsible for and pay all those damages incurred by Poist due to an early termination of the Initial Term, including, in addition to the Cancellation Fee stated in the Agreement, any additional damages incurred by Poist including, but not limited to, those suffered through unfilled contracts, imputed loss of sales and/or profits during the Initial Term or an extension term, and/or undelivered pre-buy gallons.

2. Upon such termination, if Company-owned Equipment is involved and in addition to all other damages and normal Equipment removal costs, you shall pay the cost of our pumping the propane out of the storage tank(s) in order that it can be legally transported and, in such event, all of the propane so removed along with any propane remaining in the tank at the time of removal shall be forfeited to the Company with no consideration. We shall have no obligation to make any repairs or replacements to property damaged by such Equipment removal or otherwise restore your Premises following such removal.

C. Have the right to seek, in addition to monetary damages, any equitable remedy, including, without limitation, an action for specific performance or injunctive relief to effect such performance and Customer shall pay to Company upon demand all reasonable costs and expenses of Company in connection therewith (including reasonable attorneys' fees and court costs where such recovery is not otherwise prohibited by law).

SERVICE INTERRUPTIONS:

The Company shall not be responsible for its inability to deliver Propane, or for its inability to service any equipment due to lack of access to the tank(s) for any reason, including, but not limited to, safety concerns, access obstructions such as locked gates or the presence of animals, uncleared snow or ice, and/or for any other blocked access to the tank(s) and equipment. Customer understands that should its propane service be interrupted for any reason Poist may not reinstate service unless an authorized individual is available to provide Poist with appropriate access to the Propane Equipment and appliances connected thereto on the premises. Interruptions of service include, but are not limited to, running out of gas, non-payment service disconnection, turning off the valves on the tank(s), and/or disconnecting or interrupting the propane gas flow anywhere between the propane tank(s) and appliance(s). Customer understands and agrees that appropriate fees may be charged for the reinstatement of propane service and such fees shall be applied according to the Poist then-current schedule of service fees.

LIABILITY AND INDEMNITY

A. Poist will not be responsible for any personal injuries or damage of any kind to property caused by or related in any way due to a propane supply interruption caused by: (i) your failure to notify Company of the need for a delivery; (ii) modifications to the Premises or modifications to the Equipment by parties other than Poist Gas; (iii) the addition of appliances; (iv) your request for less propane than is required to fill the tank(s) to full capacity; or (v) for your breach of any other provision of this Addendum. Customer shall give notice to Poist immediately upon the removal or addition of any propane-fueled appliance and should Customer fail to report such addition or removal of any appliance in a timely manner, Customer hereby acknowledges that Poist shall not be responsible for any propane service interruptions or other associated damages arising out of, or resulting from any such appliance addition or removal.

B. Poist shall not be liable to Customer or any other person for any special, incidental, consequential or punitive damages arising out of the Propane Supply Agreement or these Terms and Conditions, 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.

C. Customer shall indemnify, defend and hold harmless Poist and its agents, directors, officers and employees from and against all damages, costs, liabilities, obligations, judgments and expenses, (including, without limitation, Company's reasonable attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (i) the death of or injury to persons or damage to the property (whether real or personal, in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, authorized or unauthorized service, installation, maintenance, lack of maintenance or removal of Equipment or propane, except if resulting or arising from Company's gross negligence or its intentional acts or omissions. (ii) those damages and injuries resulting from or caused or effected by Customers actions or inactions or by a third party or an act of God, (iii) Customer's breach of any provision of the Propane Supply Agreement or these Terms and Conditions; (iv) the existence, use, manufacture, storage, release, or disposal of hazardous materials by any person (whether or not on the Premises) on, under or near the Equipment.

D. Customer, for itself, and on behalf of its employees, representatives, agents, heirs, administrators and/or any other interested third parties, hereby agrees and warrants that, should any Customer demand, claim, suit, or action be initiated hereunder (a "Claim"), Poist's liability shall be limited to proven direct non-consequential damages incurred by Customer. The total liability of Poist, whether such Claim is resolved through litigation, arbitration or other settlement between the parties shall not exceed the actual amounts paid by Customer to Poist over the twelve (12) month period immediately prior to the event or events giving rise to any such Claim. No Claim shall be made or brought against Poist, (including any of its related business units, affiliates, employees, agents, representatives, assigns or successors) more than two (2) years following the date of the event that caused such Claim to be brought herein, and then only if written notice of such event giving rise to such Claim was given to Poist within ten (10) days of the occurrence of such event. Customer and Company agree to a waiver of a jury trial for any litigation that is brought forth between the parties and that this paragraph shall survive the expiration or earlier termination of the Agreement.

CHANGE OF PREMISES OWNERSHIP:

You agree that if you sell the Premises, you will notify us in writing at least fourteen (14) days in advance that the sale is taking place. Upon any change in ownership of the Premises, you shall advise the new owner of the Premises of the Propane Supply Agreement and these Terms and Conditions. We shall not be required to provide a refund to you or to the new Premises owner for propane that we sold to you and remains in the storage tank when title to the Premises is

TERMS AND CONDITIONS FOR CUSTOMER OWNED EQUIPMENT

transferred. If the new Premises owner does not continue utilizing Poist for the provision of propane to the Premises, you shall be deemed to have terminated this Agreement prior to the expiration of the then-current Term and all termination fees payable hereunder shall apply. **Should we not receive communication of your plan to vacate or sell the premises within the aforementioned timeframe, you will continue to assume responsibility of payment for any future deliveries of propane.**

DISCLAIMER OF WARRANTIES:

We make no representations or warranties, either express or implied, with respect to any propane, tank, cylinder, and/or related equipment or service supplied or performed under the Propane Supply Agreement or these Terms and Conditions or any prior agreement or understanding, including but not limited to any warranties of merchantability or fitness for a particular purpose.

INSURANCE:

You shall obtain and keep in force during the entire Term hereof, homeowners' and other appropriate hazard insurance (at commercially reasonable maximum coverage amounts) with respect to the Premises and the use of propane and Equipment thereon.

UNFORESEEABLE INTERRUPTIONS:

Our obligation to perform under the Propane Supply Agreement or these Terms and Conditions shall be excused due to floods, fire, war, accidents, labor disturbance or any condition preventing safe access to the Equipment and any other causes beyond our control.

ASSIGNMENT, SUCCESSORS:

You shall not assign this agreement in any respect, by operation of law or otherwise, without company's prior written consent. This Agreement shall be binding upon the heirs, administrators, successors and permitted assigns of the parties hereto. You represent that all necessary approvals required from all applicable parties to legally bind the Customer herein to the terms of this Agreement have been obtained.

MODIFICATIONS:

We may modify these Terms and Conditions at any time and in our sole discretion by providing you with written notice of such changes, which may be printed on the back side of your delivery ticket. Unless otherwise provided, the modifications will take effect beginning thirty (30) days following the date of such notice. If any such modification is unacceptable to you, your sole recourse is to terminate this Agreement. Your failure to terminate this Agreement within the said thirty (30) days shall constitute your binding acceptance and agreement to the modification. Subject to the foregoing provisions in this section, all other modifications hereto must be approved in writing by Customer and Company. The modification notice may be in the form of a bill insert or other written notification. By accepting delivery of propane or by paying any fees, rates, or charges after the thirty (30)-day period following the notice date, you will be deemed to have agreed to the change(s). These Terms and Conditions may not be modified orally. _____ **CUSTOMER INITIALS & DATE** _____

JURISDICTION:

This Agreement shall in all respects be governed by the laws of the State of Maryland. Any provisions of these Terms and Conditions deemed unenforceable by a court of competent jurisdiction shall be modified and/or deleted in that court's discretion only, so that the enforceability of these Terms and Conditions can be maintained in a manner that best preserves the intent and purposes of the parties. Any legal proceedings brought in connection with the Agreement or this Addendum shall be brought in the courts of Prince George's County, Maryland having subject matter jurisdiction thereof.

NOTICES:

All notices shall be deemed given within three (3) business days after deposited in the mail postage prepaid, unless such party has given notice to the other that its address has changed. Notices to Customer shall be at the address where the Product is delivered herein. Notices to Company shall be to 360 Main Street, Laurel, MD 20707, ATT: Chief Operating Officer

IMPORTANT INFORMATION REGARDING SUSPECTED GAS LEAKS: You hereby acknowledge receipt from Company of safety information relating to the physical characteristics and safe usage of propane. **If you suspect that you have a gas leak, you must immediately evacuate any and all persons from area with the suspected leak. DO NOT OPERATE ANY ELECTRONICS WHERE THE LEAK IS SUSPECTED, INCLUDING ANY LIGHT SWITCHES OR CELLULAR DEVICES.** Have someone who is comfortable turn the valve(s) on the tank(s) to the "off" position to stop the flow of propane into the area with the suspected leak. From a safe distance/location, immediately call **Poist Gas at 301-725-3232** to report the gas leak. Poist Gas can be reached at that number on a 24-hour basis for emergencies. **IN ANY EVENT, SHOULD YOU BE UNABLE TO REPORT A GAS LEAK TO YOUR PROPANE PROVIDER, PLEASE CALL 911 AND REPORT THE LEAK TO YOUR LOCAL FIRE DEPARTMENT. DO NOT attempt to repair any suspected gas leaks on your own, as the situation could worsen. DO NOT re-enter the area until the suspected leak has been addressed and deemed safe by a proper authority (Poist Gas or emergency response personnel)**

TERMS AND CONDITIONS FOR INSTALLATION

This Terms and Conditions Addendum ("Addendum") is a continuation and extension of the Proposal accepted by the Customer ("Agreement") on _____, 20____ between H.J. Poist Gas and the Customer. This Addendum is hereby made a part of and a continuation of the said Agreement. The terms used to reference the Company and the Customer and the capitalized words in the Agreement shall have the same meaning in this Addendum.

In consideration of the mutual covenants set forth herein and other good and valid consideration and intending to be legally bound, H.J. Poist and Customer further agree as follows:

ACCESS: We shall have unencumbered access to the Project Location for all purposes necessary in carrying out the Work described in the Proposal. We shall not be responsible for lack of access to the Project Location or to the tank or the appliances to which the gas lines are to be extended, or for any other valid reason, including, but not limited to, safety concerns, access obstructions such as locked gates or parked or stationary equipment or stored building materials, interference with other contractors' work, the presence of animals, or uncleared snow or ice.

COMPLETION: We shall commence Work within a reasonable time following our receipt of a signed and accepted copy of the Agreement and all required governmental permits and approvals. We will diligently complete the Work without delay or interruption other than for Unforeseen Causes as described below.

WORK PRICE AND PAYMENT THEREFOR:

A. The basic charge for the Work is provided on the Proposal page. Additions or subtractions may be applied but should not exceed \$200.00

B. Customer agrees to pay all invoices for the Work in accordance with the terms provided on the Proposal page. A \$50.00 per-month late charge administration fee plus interest on the balance due at a rate of 2.0% per month (24% APR) or the maximum allowed by the law in the state where the Project Location Work was completed shall be assessed on any balance remaining unpaid. Such charges shall commence thirty (30) days following the date that the Work was completed as signified by Propane being placed into the storage tank. H.J. Poist may lock off the tank without notice upon such delinquency and shall further be entitled to any remedy available to the Company under the law or in equity for collection of such unpaid amounts, including, but not limited to the filing of a Mechanic's Lien against the Project Location. and recover from you, in addition to any amounts due and owing, including H.J. Poist's administrative and collection costs, including reasonable attorney's fees and other filing charges, collection commissions, etc.

OTHER TERMS & CONDITIONS:

A. We will not be responsible for any personal injuries or damage of any kind to property that may be due to, caused by, result from, or be related in any way to the Work performed or completed or for your breach of any other provision of this Addendum subject to the limits of the Company's insurance.

B. H.J. Poist shall not be responsible for any imperfections left in the yard from service truck, or mini excavator after installation. It is not uncommon for the fill dirt and tank to settle after the installation of an underground tank. This is considered normal, therefore H.J. Poist Gas Company shall not be responsible for any re-grading of fill dirt.

C. H.J. Poist shall not be liable to you or any other person for any special, incidental, consequential or punitive damages arising out of the 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.

D. You shall indemnify, defend and hold harmless H.J. Poist and its agents, directors, officers and employees from and against all damages, costs, liabilities, obligations, judgments and expenses, (including, without limitation, H.J. Poist's reasonable attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (i) the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the installation, maintenance, lack of maintenance, use, misuse, service, or removal of the Work performed and completed herein, except if resulting or arising from H.J. Poist's gross negligence or its intentional acts or omissions. (ii) those damages and injuries resulting from or caused or effected by Customer's actions or inactions or by a third party or an act of God, (iii) Customer's breach of any provision of these Terms and Conditions; (iv) the existence, use, manufacture, storage, release or disposal of hazardous materials by any person (whether or not on the Project Location) on, under or near the Work; (v) or similar activities, if applicable.

E. Customer, for itself, and on behalf of its employees, representatives, agents, heirs, administrators and/or any other interested third parties, hereby agrees and warrants that, should anyone demand, claim, suit or action be initiated hereunder (a "Claim") against us that in any way relates to the materials and labor used in the Work or in our accessing and completing the Work at the Project Location, the H.J. Poist liability shall be limited to proven direct non-consequential damages incurred by Customer. The total liability of H.J. Poist, whether such claim is resolved through litigation, arbitration, or other settlement between the parties shall not exceed the actual amounts paid by Customer to H.J. Poist for the Work. No Claim shall be made or brought against H.J. Poist, (including any of its related business units, affiliates, employees, agents, representatives, assigns or successors) more than six (6) months following the date of the event that caused such Claim to be brought herein, and then only if written notice of such event giving rise to such Claim was given to H.J. Poist within ten (10) days of the occurrence of such event. Customer and Company agree to a waiver of a jury trial for any litigation that is brought forth between the parties. This paragraph shall survive the expiration or earlier termination of the Agreement.

DISCLAIMER OF WARRANTIES: Company makes no representations or warranties, either express or implied, with respect to any materials and labor supplied or performed under these terms and conditions or any prior agreement or understanding, including, but not limited to any warranties of merchantability or fitness for a particular purpose.

INSURANCE: Customer shall obtain and keep in force during the entire term of these Terms and Conditions, homeowners' and other appropriate hazard insurance (at commercially reasonable maximum coverage amounts) with respect to the Project Location and the storage of H.J. Poist owned materials and use of H.J. Poist equipment thereon.

UNFORESEEABLE INTERRUPTIONS: H.J. Poist's obligation to perform under this Agreement shall be excused due to floods, fire, war, accidents, labor disturbance or any condition preventing safe access to the Work site and any other causes beyond its control.

ASSIGNMENT, SUCCESSORS: Customer shall not assign this agreement in any respect, by operation of law or otherwise, without company's prior written consent. This Agreement shall be binding upon the heirs, administrators, successors and permitted assigns of the parties hereto. Customer represents that it has obtained all necessary approval from all applicable parties to legally bind Customer to the terms of this Agreement.

MODIFICATIONS: These Terms and Conditions may be modified at any time and in our sole discretion by providing you with written notice of such changes. Unless otherwise provided, the modifications will take effect thirty (30) days from the date of such notice. If any such modification is unacceptable to you, your sole recourse is to terminate this Agreement and pay us for the Work completed through the date of termination. Your failure to terminate this Agreement within the said thirty (30) days shall constitute your binding acceptance and agreement to the modification. Subject to the foregoing provisions in this section, all other modifications hereto must be approved in writing by Customer and Company. These Terms and Conditions may not be modified orally.

JURISDICTION: This Agreement shall in all respects be governed by the laws of the State of Maryland. Any provisions of these Terms and Conditions deemed unenforceable by a court of competent jurisdiction shall be modified and/or deleted, only in that court's discretion, to maintain the enforceability of these Terms and Conditions in a manner that best preserves the intent and purposes of the parties. Any legal proceedings brought by a party in connection with the Agreement shall be brought in the courts of Prince George's County, Maryland.

NOTICES: All notices shall be deemed given within three (3) business days after deposited in the mail postage prepaid, unless such party has given notice to the other that its address has changed. Notices to Customer shall be at the address where the Work is to be completed herein. Notices to Company shall be to 360 Main Street, Laurel, MD 20707, ATT: Chief Operating Officer

IMPORTANT INFORMATION REGARDING SUSPECTED GAS LEAKS: Customer hereby acknowledges receipt from Company of safety information relating to the physical characteristics and safe usage of propane. **If you suspect that you have a gas leak, you must immediately evacuate any and all persons from area with the suspected leak. DO NOT OPERATE ANY ELECTRONICS WHERE THE LEAK IS SUSPECTED, INCLUDING ANY LIGHT SWITCHES OR CELLULAR DEVICES.** Have someone who is comfortable turn the valve(s) on the tank(s) to the "off" position to stop the flow of propane into the area with the suspected leak. From a safe distance/location, immediately call **H.J. Poist Gas at 301-725-3232** to report the gas leak. H.J. Poist Gas can be reached at that number on a 24 hour basis for emergencies. **IN ANY EVENT, SHOULD YOU BE UNABLE TO REPORT A GAS LEAK TO YOUR PROPANE PROVIDER, PLEASE CALL 911 AND REPORT THE LEAK TO YOUR LOCAL FIRE DEPARTMENT. DO NOT attempt to repair any suspected gas leaks on your own, as the situation could worsen. DO NOT re-enter the area until the suspected leak has been addressed and deemed safe by a proper authority (H.J. Poist Gas or emergency response personnel).**

TERMS AND CONDITIONS ADDENDUM FOR PROPANE CYLINDER EXCHANGE AGREEMENT

This Terms and Conditions Addendum ("Addendum") is an extension of the Propane Cylinder Exchange Agreement ("Agreement") made on even date herewith between the HJ Poist Gas Company, Inc. and the Customer named in the Agreement. This Addendum made a part of and a continuation of the said Agreement. The capitalized words and terms defined in the Agreement shall have the same meanings in this Addendum.

Intending to be legally bound and for other good and valid consideration for Poist to exclusively supply LP Gas (Propane) to you contained in cylinders, along with cylinder storage cabinets and other equipment and services that you, the Customer, may request from time-to-time at the Delivery Location (hereinafter the "Premises"), together with the mutual covenants set forth in both the Agreement and this Addendum, Poist and Customer further agree as follows:

TERM:

- A. The Initial Term will commence on the date set forth in the Agreement and shall expire on the Expiration Date therein (the "Initial Term").
- B. The term hereof shall then automatically extend thereafter for additional 12-month periods unless you provide Poist with written notice that you choose not to extend the term, which notice shall be given not more than sixty (60) calendar days or less than thirty (30) calendar days prior to the then-current expiration date.
- C. The Initial term, together with each term extension to which the Customer has availed itself, shall be defined herein as the "Term".
- D. Should you terminate this Agreement, or should Poist terminate this Agreement for cause before the expiration of the Initial Term, and in consideration of the costs we have incurred in providing you with the cylinders, cabinet(s), propane, and services herein, you agree to pay us a \$750.00 termination fee at the time of such early termination. This fee is separate and apart from any other moneys you may owe Poist under the Agreement including, but not limited to, all invoices sent, delinquent payment charges, accrued interest, administrative fees, collection costs, and any other costs Poist may have incurred.
- E. Our termination for cause may occur at any time for your non-payment of invoices, for what we deem to be unsafe conditions at the Delivery Address, for the misuse of the Propane, the cylinders, the cabinet(s), any of the appliances to which the cylinders may be connected, or at our sole discretion for any other reasonable cause.

EQUIPMENT:

- A. You hereby agree that all propane cylinders, cabinets, signs, labels, and other related equipment (the "Equipment") that we deliver to the Premises from time-to-time remains the sole property of the H.J. Poist Gas Company, Inc. and are on loan to you in connection with the Company exclusively providing Propane in cylinders to you.
- B. Except for damages to the Equipment made by you or third parties, we will be responsible for the cost of Equipment maintenance required by normal wear and tear and/or in compliance with applicable federal, state, or local laws, regulations, or ordinances ("Applicable Laws") during the Term.
- C. You will be responsible for all other maintenance and repairs to the Premises, as well as for the cost of repairs and replacements of Poist Equipment that is damaged by you or others.
- D. We reserve the right to service, repair, replace, remove, change-out, lock-off or take any other measure We deem it necessary to protect and secure Poist Equipment at any time at our sole discretion.
- E. You further acknowledge, understand, and agree that:
 - (i) You represent that all necessary approvals from all applicable parties have been obtained to legally bind the Customer to the terms of this agreement.
 - (ii) Poist Assumes no responsibility for your storage or use of the Propane, the cabinet(s) and/or other Poist equipment provided under this agreement or otherwise.

- (iii) No Poist cylinders, storage cabinets and/or other equipment shall at any time be removed from the Delivery Address or moved from its location at the Delivery Address without our express written consent.
- (iv) You will not allow any other person to fill or refill the cylinders or to repair, replace or service the cylinders, the cabinet(s) or any Poist-owned Equipment.
- (v) You shall use any cylinder storage cabinet(s) we provide exclusively for the storage of those propane cylinders supplied by us and for no other purpose.
- (vi) You will provide Poist with prompt notice of any defective cylinders or equipment and not use such until we inspect and service it.
- (vii) You will not place anything over the top of the cylinders, storage cabinets and/or other equipment.
- (viii) You are solely responsible for the security of the Equipment when it is on the Premises or otherwise in your possession and shall provide cabinet locks or other means to protect the Poist Equipment
- (ix) You will prohibit smoking or the use of electronic appliances, heaters, or other sources of ignition within at least ten (10') feet from the Poist cylinders, storage cabinets and/or other equipment.
- (x) You were provided with instructive information regarding the characteristics of propane and its care and use.
- (xi) Cylinders, storage cabinets and/or other Equipment we deliver to you shall be in serviceable repair with applicable warning labels thereon.
- (xii) We will provide safety training to your designated employees when requested.
- (xiii) When requested, we will pick up damaged cylinders, storage cabinets, and/or other Equipment and, at the Customer's expense, furnish replacements for those that are lost or damaged.
- (xiv) You are solely responsible for any required or recommended vehicular protection of the cylinders and storage cabinet(s) and the care, use and storage of the full and empty cylinders.
- (xv) You will return everything provided by Poist in the same good and usable condition as when it was delivered to you, reasonable wear and tear excepted. You will be charged the fee provided in this Agreement for each unreturned cylinder or for any cylinder returned to us that is unusable or materially damaged. You will also be charged a fee for each cabinet that is damaged or not returned to us in the same condition in which it was delivered to you, reasonable wear and tear excepted.
- (xvi) The only obligation of the Company under this Agreement is to provide, deliver and exchange the cylinders and storage cabinet(s) from time-to-time as you may request, subject to the Company's obligation herein concerning the delivered cylinders' condition.

ACCESS:

We shall have unlimited access to the Premises for all purposes necessary in carrying out the provisions of this Agreement (including, without limitation, entering onto the Premises to deliver Propane to, and/or install, service, repair, replace, maintain, lock-off, or remove the Equipment) without risk or liability for trespass. We may substitute or modify the Equipment as we may determine in our sole discretion and at our sole cost and expense. For so long as the Equipment is on the Premises, the Customer acknowledges, agrees, and will ensure that only Poist employees and/or the Company's authorized contractors or representative(s) are permitted to deliver propane to, or to connect, disconnect, access, change, remove, fill, alter, tamper with, or attempt to service, the Equipment.

ACCOUNT PAYMENT REQUIREMENTS AND CREDIT STANDARDS:

- A. You agree to pay us promptly upon receipt of our presented invoices for all products delivered, services rendered, and all other invoiced charges incurred. Your account shall be past due if not paid in full within thirty (30) days of the invoice date. Commencing sixty (60) days from the date of any invoice presented to you for which H.J. Poist has not received full payment, you will receive no more deliveries or services until all payments for such invoices and any late or administrative charges, accrued interest, and collection fees (together delinquency charges) have been received and processed by the Company. In addition to any Customer default remedies listed below, Poist may, without notice, collect and remove all Poist cylinders not secured in a storage cabinet and lock-off the propane storage cabinet at the Premises until the Company receives full payment of such delinquent charges.

There may be a service fee charged for the collecting of the cylinders and locking-off the cabinets and for any unlocking action.

- B. Poist accepts payments in US currency (cash) or by check, credit card, debit card or through an electronic funds transfer (“EFT”) from your checking account. Your payment preference is to be noted on page 2 of the attached Supply Agreement. Poist will add a credit card processing fee equal to three (3%) percent of the total goods and services amount being paid by a credit card. There will be no processing fee charged for cash, check, debit card or EFT payments.
- C. There will be a \$10.00 monthly Administrative Service Fee assessed each month or part thereof that your account is past due. This is not a penalty or late charge but is to cover the reasonable additional cost incurred by H.J. Poist in managing the delinquent account.
- D. Interest will accrue on any past due balance owing at the lesser of 1.5% per month compounded monthly (18% per annum) or the maximum allowed by the law in the state where the premises to which the fuel or service was delivered.
- E. Should the company find it necessary to send a past-due amount to collection, any costs expended by the H.J. Poist Gas Company in seeking the payment of the amount owed shall also include reasonable attorney’s fees in an amount equal to one third (1/3) of the amount due plus all other filing charges, court costs and service fees.
- F. There will be a \$50.00 service charge added to your account for any credit or debit card that is not honored or for any check returned from a bank marked account closed, insufficient funds, or the like.
- G. All sales, use, personal property and other taxes, assessments, or similar charges imposed by governmental authorities upon the propane and Equipment or its use during the Term shall be the Customer’s obligation. If Poist pays any such taxes on behalf of the Customer, the Customer will promptly pay such Company-paid amounts following its receipt of the Company’s invoice, therefore.

PROPANE RATES, DELIVERY POLICY:

- A. All propane, delivery or service charges, cylinder and cabinet rental fees, and other charges shall be according to the established rates set forth in the Agreement. The Company will also collect on behalf of the taxing entity through invoices presented at the time of delivery, sales and other governmental taxes or impositions, including County Fuel or Energy Taxes. Any challenges to an invoice must be in writing and delivered to Poist within ten (10) days of the invoice date. Poist deems the Customer to have accepted the Propane price and any other charges incurred upon payment of any invoice issued by the Company and thereafter waives any right to challenge.
- B. After you contact a Company’s Customer Service Representative by calling 301-725-3232 and ordering Propane, we will deliver or exchange the cylinders within a reasonable period in accordance with our regular delivery schedule, subject to weather conditions, other prior customer delivery requests, non- payment delinquency, and the Force Majeure and Unforeseeable Interruptions noted below.
- C. Arrangements for a special delivery exchange service will be subject to a surcharge in the amount listed under the Agreement’s Costs and Charges section and shall be conditioned upon product and manpower availability.
- D. Should a delivery be refused at any time when the Poist driver arrives to deliver the cylinders, we shall have the right to assess, and you agree to pay us a Refused Delivery Fee as we may, from time to time, establish.
- E. There are no refunds or credits for any propane remaining in a returned exchange cylinder.
- F. When placing an exchange order and to assure quality and efficient cylinder exchange service, we *request the Customer to report its empty cylinder count when calling in for an order and to have all the exchange cylinders placed together in an area readily accessible to the Poist truck.*
- G. There will be a \$90.00 per hour or for any part thereof surcharge added to your invoice if the Poist driver must spend more than fifteen (15) minutes at your Delivery Address while cylinders are being collected, access to the cylinder storage area is cleared, or for any other Customer delay.

DEFAULT:

You shall be in default of this Agreement upon any of the following occurrences:

- A. You purchase propane in cylinders or have Poist cylinders filled by any supplier other than Poist.
- B. You allow any party other than Poist to service, repair, replace, or otherwise make modifications or changes to the propane storage and Equipment, regardless of if the Equipment is Customer-owned or loaned to you.
- C. You fail to maintain the area(s) surrounding the propane tank(s) and always maintain an unhindered approach to the tank(s) and Equipment to allow for deliveries and service or in the event of an emergency.
- D. You terminate this Agreement without cause at any time prior to the expiration date of the Initial Term or the expiration date of any extended term then in effect.
- E. You fail to pay any undisputed invoice tendered by Poist within the contracted period for payment.

REMEDIES:

If you fail to make timely payments for propane purchases or other payment obligations hereunder, failing to abide by or perform your obligations under any of the terms hereof, or otherwise default in the terms and provisions herein, Poist, at any time thereafter until such breach is remedied:

- A. May terminate this agreement immediately and without notice for cause, discontinue cylinder deliveries or the providing of services, “lock off” access to your stored cylinders, remove all full and empty cylinders from the Premises, and exercise any other available remedies at law or in equity. If Poist does not terminate this agreement, but instead discontinues deliveries and/or locks off your storage cabinet due to your non-payment, your account must be settled in full, along with the then-current Poist accrued interest and other non-payment and collection fees to unlock the storage or return the removed cylinders prior to the restoration of service.
- B. In the event the Company elects to terminate the Agreement as hereinbefore provided, or if you terminate the Agreement before its expiration for any reason whatsoever:
 - i. You shall remain obligated to pay all amounts due and owing hereunder, including applicable cancellation or early termination fees, and any other outstanding balances.
 - ii. You will remain responsible for and be obligated to pay all those damages we incur due to the early termination of the Term, including, in addition to the Early Termination Fee stated herein, any additional damages we experiences including, but not limited to those suffered through unfulfilled contracts, imputed loss of sales and/or profits during the Term, and/or the making of repairs to and replacements of the Equipment caused by parties other than Poist Gas.
 - iii. In addition to all other damages, you shall pay the cost of our Equipment removal costs. All the propane remaining in the cylinders at the time of removal shall be forfeited to the Company with no refund. You shall also remain responsible for safekeeping of the Equipment until we remove it and shall bear the expense of making the Equipment accessible to us.
 - iv. We shall have no obligation to make any repairs or replacements to property damaged in any manner unless directly caused by the Company’s Equipment installation or removal, reasonable wear and tear excepted.
 - v. We shall have the right to seek, in addition to monetary damages, any equitable remedy, including, without limitation, an action for specific performance or injunctive relief to compel your performance and you shall pay us upon demand all our reasonable costs and expenses in connection therewith (including reasonable attorneys’ fees and court costs where such recovery is not otherwise prohibited by law).

FORCE MAJEURE & UNFORESEEN SERVICE INTERRUPTIONS:

- A. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts or other business disturbances, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to the Equipment, Governmental regulations, curtailment of or other inability to obtain Equipment, supplies or materials, temporary failure of gas supply, and any other cause whether of the kind herein enumerated or otherwise that is not within the reasonable control of the Company, which by the exercise of due diligence the Company is unable to foresee or overcome.

- B. In the event Poist becomes unable, wholly or in part, by force majeure, to carry out its obligations under this Supply Agreement, it is agreed that Poist shall give notice and full particulars of such force majeure in writing or by telephone to the Customer as soon as possible after the occurrence of the cause relied on and the Company's obligations, so far as they are affected by such force majeure, shall be suspended during the continuance of any event so caused but for no longer period. Any such cause shall, so far as possible, be remedied with all reasonable dispatch.
- C. Notwithstanding the foregoing, Poist shall not be responsible for its inability to deliver Propane, or for an inability to service any Equipment due to lack of access to the Equipment for any reason, including, but not limited to, safety concerns, access obstructions such as locked gates, the presence of animals, accumulations of snow or ice, and/or for any other blocked access thereto.
- D. Unforeseen Service Interruptions may include, but are not limited to, the running out of full cylinders, the Customer's non-payment of invoices, vandalism or tampering with the Equipment by non-Poist personnel, and/or similar incidents.
- E. You further understand and agree that, if the cause of any such service interruption is in the Company's locking off the cylinder storage or not delivering cylinders because of Customer nonpayment or other Customer Default, we may charge appropriate fees for the reinstatement of propane service and such fees shall be applied according to our then-current schedule of service fees.

LIABILITY

- A. Neither Poist nor any Poist officers, directors, employees, representatives or agents will be responsible for any personal injuries or damage of any kind to property caused by or related in any way due to a Propane supply interruption caused by your failure to notify us of the need for a delivery, for modifications to the Premises, for your increase in cylinder use, for your refusal of a Propane delivery, or for your breach of any other provision of the Agreement inclusive of this Addendum.
- B. Poist shall not be liable for, and you shall protect, indemnify and hold Poist harmless against, any and all claims for loss of life, personal injury or property damage resulting from: (a) any cylinders or other equipment provided by Poist or by any other parties becoming out of repair; (b) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot or disorder, or other casualty; (c) any defect in or failure of a cylinder and/or of any appliance or equipment to which a propane cylinder may be attached, and/or for any special, incidental, consequential, or punitive damages arising out of this Agreement or the use of Propane delivered to you in Poist cylinders, whether under a theory of tort, contract, product liability or otherwise, even if we are advised of the possibility of such damages and even if such damages could have been reasonably foreseen.
- C. The Customer and its agents, officers, directors, administrators, and successors in interest shall indemnify, defend, and hold Poist and its agents, directors, officers, and employees harmless from and against all damages, costs, liabilities, obligations, judgments, and expenses, (including, without limitation, our reasonable attorneys' fees, court costs, and the costs of repair, clean-up, abatement, or remediation) arising from or relating to:
 - i. the death of or injury to any person, or damage to the property (whether real or personal), in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, unauthorized service, installation, maintenance, lack of maintenance, or removal of Equipment or propane, except if resulting or arising from the Company's proven gross negligence or intentional acts or omissions.
 - ii. those damages and injuries resulting from or caused or effected by the Customer's actions or inactions or by those of a third party or an act of God.
 - iii. the Customer's breach of any provision of this Agreement.
 - iv. the existence, use, manufacture, storage, release, or disposal of hazardous materials by any person (whether on or off Premises) on, under or near the Equipment.
- D. The Customer, for itself, and on behalf of its representatives, agents, heirs, administrators and/or any other interested third parties, hereby agree and warrant that, should any demand, claim, suit, or action hereunder (a "Claim") be initiated against the Company, the Poist liability shall be limited to proven direct non-

consequential damages that have actually incurred. Our total liability, whether such Claim is resolved through litigation, arbitration or other settlement between the parties shall not exceed the actual amounts you have paid us over the twelve (12) month period immediately prior to the event or events giving rise to any such Claim. No Claim shall be made or brought against us (including any of our related business units, affiliates, employees, agents, representatives, assigns or successors) more than one (1) year following the date of the event that caused such Claim to be brought herein, and then only if written notice of such event giving rise to such Claim was received by us within ten (10) days of the occurrence of such event. You and we both agree to a waiver of a jury trial for any litigation that is brought forth between the parties. This paragraph shall survive the expiration or earlier termination of the Agreement.

CHANGE OF PREMISES OWNERSHIP:

You agree that if you vacate or sell the Premises where the Equipment is located, you will notify us in writing at least fourteen (14) days in advance that such vacancy or sale is taking place. Upon any change in ownership of the Premises, you shall advise the new Premises owner that Poist owns the Equipment, and it is on loan pursuant to this Agreement. Any proration of the full cylinders remaining on the Premises at the time of transfer shall be between you and the new Premises owner and we shall not provide a refund to you or to the new Premises owner for Propane that we sold in the said cylinders. If the new Premises owner does not continue utilizing Poist for the provision of Propane in cylinders and elects to purchase the Equipment from another supplier or directs the Company to remove the Equipment, you shall be deemed to have terminated this Agreement prior to the expiration of the Term without cause and all termination and Default provisions and fees payable hereunder shall apply.

DISCLAIMER OF WARRANTIES:

We make no representations or warranties, either express or implied, with respect to any propane, tank, cylinder, and/or related Equipment or service supplied or performed by us under this Agreement or any prior agreement or understanding, including but not limited to any warranties of merchantability or fitness for a particular purpose.

INSURANCE:

You shall obtain and keep in force during the entire term of this Agreement, Commercial Liability, Worker's Compensation, Auto and other appropriate insurance (at commercially reasonable maximum coverage amounts) with respect to the Premises and the use of propane and the Equipment thereon.

ASSIGNMENT, SUCCESSORS:

Customer may not assign its rights, duties, or obligations under this Agreement in any respect, by operation of law or otherwise, to any person or entity, in whole or in part without our prior written consent. The waiver or failure of Poist to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

MODIFICATIONS:

All modifications hereto must be approved in writing by the Customer and Company through an Addendum hereto. Neither the Agreement nor these Terms and Conditions may be modified orally.

JURISDICTION:

this Agreement shall in all respects be governed by the laws of the State of Maryland without regard to its conflict of law's provisions. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

NOTICES:

All notices shall be deemed given in person, by US Postal Service first class postage prepaid, or by a nationally recognized carrier such as FedEx, where a proof of service can be obtained on the date of delivery in person



or by carrier, and three (3) business days after being deposited with the Postal Service. Notice to the Customer shall be given at the Service Location and at any other Business Address on the Supply Agreement and to Poist at 360 Main Street, Laurel, MD 20707, ATT: Chief Operating Officer.

IMPORTANT INFORMATION REGARDING SUSPECTED GAS LEAKS:

You hereby acknowledge receipt of our provided safety information relating to the physical characteristics and safe usage of propane. IF YOU SUSPECT THAT YOU HAVE A GAS LEAK, YOU MUST IMMEDIATELY EVACUATE ANY AND ALL PERSONS FROM AREA WITH THE SUSPECTED LEAK. DO NOT OPERATE ANY ELECTRONICS WHERE THE LEAK IS SUSPECTED, INCLUDING ANY LIGHT SWITCHES OR CELLULAR DEVICES. Have someone who is comfortable turn the valve(s) on the tank(s) to the 'off' position to stop the flow of propane into the area with the suspected leak. From a safe distance/location, immediately call POIST GAS AT 301-725-3232 to report the gas leak. Poist Gas can be reached at that number on a 24-hour basis for emergencies. IN ANY EVENT, SHOULD YOU BE UNABLE TO REPORT A GAS LEAK TO YOUR PROPANE PROVIDER, PLEASE CALL 911 AND REPORT THE LEAK TO YOUR LOCAL FIRE DEPARTMENT.

DO NOT ATTEMPT TO REPAIR ANY SUSPECTED GAS LEAKS ON YOUR OWN, AS THE SITUATION COULD WORSEN. DO NOT RE-ENTER THE AREA UNTIL THE SUSPECTED LEAK HAS BEEN ADDRESSED AND DEEMED SAFE BY A PROPER AUTHORITY (POIST GAS OR EMERGENCY RESPONSE PERSONNEL).

_____ Customer Initials

TERMS AND CONDITIONS FOR SERVICE WORK

This Terms and Conditions Addendum ("Addendum") is a continuation and extension of the Proposal accepted by the Customer ("Agreement") on _____, 20____ between H.J. Poist Gas and the Customer. This Addendum is hereby made a part of and a continuation of the said Agreement. The terms used to reference the Company and the Customer and the capitalized words in the Agreement shall have the same meaning in this Addendum.

In consideration of the mutual covenants set forth herein and other good and valid consideration and intending to be legally bound, H.J. Poist and Customer further agree as follows:

ACCESS: We shall have unencumbered access to the Project Location for all purposes necessary in carrying out the Work described in the Proposal. We shall not be responsible for lack of access to the Project Location or to the tank or the appliances to which the gas lines are to be extended, or for any other valid reason, including, but not limited to, safety concerns, access obstructions such as locked gates or parked or stationary equipment or stored building materials, interference with other contractors' work, the presence of animals, or uncleared snow or ice.

COMPLETION: We shall commence Work within a reasonable time following our receipt of a signed and accepted copy of the Agreement and all required governmental permits and approvals. We will diligently complete the Work without delay or interruption other than for Unforeseen Causes as described below.

WORK PRICE AND PAYMENT THEREFOR:

A. The basic charge for the Work is provided on the Proposal page. Additions or subtractions may be applied but should not exceed \$200.00

B. Customer agrees to pay all invoices for the Work in accordance with the terms provided on the Proposal page. A \$50.00 per-month late charge administration fee plus interest on the balance due at a rate of 2.0% per month (24% APR) or the maximum allowed by the law in the state where the Project Location Work was completed shall be assessed on any balance remaining unpaid. Such charges shall commence thirty (30) days following the date that the Work was completed as signified by Propane being placed into the storage tank. H.J. Poist may lock off the tank without notice upon such delinquency and shall further be entitled to any remedy available to the Company under the law or in equity for collection of such unpaid amounts, including, but not limited to the filing of a Mechanic's Lien against the Project Location. and recover from you, in addition to any amounts due and owing, including H.J. Poist's administrative and collection costs, including reasonable attorney's fees and other filing charges, collection commissions, etc.

OTHER TERMS & CONDITIONS:

A. We will not be responsible for any personal injuries or damage of any kind to property that may be due to, caused by, result from, or be related in any way to the Work performed or completed or for your breach of any other provision of this Addendum subject to the limits of the Company's insurance.

B. H.J. Poist shall not be responsible for any imperfections left in the yard from service truck, or mini excavator after installation. It is not uncommon for the fill dirt and tank to settle after the installation of an underground tank. This is considered normal, therefore H.J. Poist Gas Company shall not be responsible for any re-grading of fill dirt.

C. H.J. Poist shall not be liable to you or any other person for any special, incidental, consequential or punitive damages arising out of the 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.

D. You shall indemnify, defend and hold harmless H.J. Poist and its agents, directors, officers and employees from and against all damages, costs, liabilities, obligations, judgments and expenses, (including, without limitation, H.J. Poist's reasonable attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (i) the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the installation, maintenance, lack of maintenance, use, misuse, service, or removal of the Work performed and completed herein, except if resulting or arising from H.J. Poist's gross negligence or its intentional acts or omissions. (ii) those damages and injuries resulting from or caused or effected by Customer's actions or inactions or by a third party or an act of God, (iii) Customer's breach of any provision of these Terms and Conditions; (iv) the existence, use, manufacture, storage, release or disposal of hazardous materials by any person (whether or not on the Project Location) on, under or near the Work; (v) or similar activities, if applicable.

E. Customer, for itself, and on behalf of its employees, representatives, agents, heirs, administrators and/or any other interested third parties, hereby agrees and warrants that, should anyone demand, claim, suit or action be initiated hereunder (a "Claim") against us that in any way relates to the materials and labor used in the Work or in our accessing and completing the Work at the Project Location, the H.J. Poist liability shall be limited to proven direct non-consequential damages incurred by Customer. The total liability of H.J. Poist, whether such claim is resolved through litigation, arbitration, or other settlement between the parties shall not exceed the actual amounts paid by Customer to H.J. Poist for the Work. No Claim shall be made or brought against H.J. Poist, (including any of its related business units, affiliates, employees, agents, representatives, assigns or successors) more than six (6) months following the date of the event that caused such Claim to be brought herein, and then only if written notice of such event giving rise to such Claim was given to H.J. Poist within ten (10) days of the occurrence of such event. Customer and Company agree to a waiver of a jury trial for any litigation that is brought forth between the parties. This paragraph shall survive the expiration or earlier termination of the Agreement.

DISCLAIMER OF WARRANTIES: Company makes no representations or warranties, either express or implied, with respect to any materials and labor supplied or performed under these terms and conditions or any prior agreement or understanding, including, but not limited to any warranties of merchantability or fitness for a particular purpose.

INSURANCE: Customer shall obtain and keep in force during the entire term of these Terms and Conditions, homeowners' and other appropriate hazard insurance (at commercially reasonable maximum coverage amounts) with respect to the Project Location and the storage of H.J. Poist owned materials and use of H.J. Poist equipment thereon.

UNFORESEEABLE INTERRUPTIONS: H.J. Poist's obligation to perform under this Agreement shall be excused due to floods, fire, war, accidents, labor disturbance or any condition preventing safe access to the Work site and any other causes beyond its control.

ASSIGNMENT, SUCCESSORS: Customer shall not assign this agreement in any respect, by operation of law or otherwise, without company's prior written consent. This Agreement shall be binding upon the heirs, administrators, successors and permitted assigns of the parties hereto. Customer represents that it has obtained all necessary approval from all applicable parties to legally bind Customer to the terms of this Agreement.

MODIFICATIONS: These Terms and Conditions may be modified at any time and in our sole discretion by providing you with written notice of such changes. Unless otherwise provided, the modifications will take effect thirty (30) days from the date of such notice. If any such modification is unacceptable to you, your sole recourse is to terminate this Agreement and pay us for the Work completed through the date of termination. Your failure to terminate this Agreement within the said thirty (30) days shall constitute your binding acceptance and agreement to the modification. Subject to the foregoing provisions in this section, all other modifications hereto must be approved in writing by Customer and Company. These Terms and Conditions may not be modified orally.

JURISDICTION: This Agreement shall in all respects be governed by the laws of the State of Maryland. Any provisions of these Terms and Conditions deemed unenforceable by a court of competent jurisdiction shall be modified and/or deleted, only in that court's discretion, to maintain the enforceability of these Terms and Conditions in a manner that best preserves the intent and purposes of the parties. Any legal proceedings brought by a party in connection with the Agreement shall be brought in the courts of Prince George's County, Maryland.

NOTICES: All notices shall be deemed given within three (3) business days after deposited in the mail postage prepaid, unless such party has given notice to the other that its address has changed. Notices to Customer shall be at the address where the Work is to be completed herein. Notices to Company shall be to 360 Main Street, Laurel, MD 20707, ATT: Chief Operating Officer

IMPORTANT INFORMATION REGARDING SUSPECTED GAS LEAKS: Customer hereby acknowledges receipt from Company of safety information relating to the physical characteristics and safe usage of propane. **If you suspect that you have a gas leak, you must immediately evacuate any and all persons from area with the suspected leak. DO NOT OPERATE ANY ELECTRONICS WHERE THE LEAK IS SUSPECTED, INCLUDING ANY LIGHT SWITCHES OR CELLULAR DEVICES.** Have someone who is comfortable turn the valve(s) on the tank(s) to the "off" position to stop the flow of propane into the area with the suspected leak. From a safe distance/location, immediately call **H.J. Poist Gas at 301-725-3232** to report the gas leak. H.J. Poist Gas can be reached at that number on a 24 hour basis for emergencies. **IN ANY EVENT, SHOULD YOU BE UNABLE TO REPORT A GAS LEAK TO YOUR PROPANE PROVIDER, PLEASE CALL 911 AND REPORT THE LEAK TO YOUR LOCAL FIRE DEPARTMENT. DO NOT attempt to repair any suspected gas leaks on your own, as the situation could worsen. DO NOT re-enter the area until the suspected leak has been addressed and deemed safe by a proper authority (H.J. Poist Gas or emergency response personnel).**