



Two Rivers

Cooperative

FIXED PRICE PROPANE CONTRACT

TERMS & CONDITIONS

All contracts do **NOT** provide for protection against price declines. If the Buyer fails to take all product contracted, the Buyer will forfeit the contract deposit. The seller reserves the right to bill the price difference for any remaining product between the contract price and the Seller's posted market price on the final day of the contract.

The Seller reserves the right to **VOID** this contract for any Buyer that does not maintain their account in accordance with the Seller's credit policy. If this contract is voided for this reason, any remaining contract deposit shall be forfeited by the Buyer to the Seller and the Seller reserves the right to charge the Buyer's account for the price difference for any remaining product between the contract price and the Seller's posted market price on the day the contract is voided.

All contracts will be delivered in accordance with the normal delivery procedures of the Seller. Buyer agrees that deliveries of product during the contract period will first be applied to the outstanding contracts in chronological order. Any product delivered in excess of contract gallons will be billed at the posted market price on the day of delivery.

Buyer agrees this contract does not guarantee supply of product. In the event of a lack of supply caused by transportation problems, allocations, pipeline breakdowns or shortages, actions taken by governments either foreign or domestic, or other such cause, Buyer agrees not to hold Seller responsible.

Seller reserves the right to adjust contract price to reflect increases due to government legislation, increased or additional taxes, or other causes beyond the control of the Seller.