



Since 1939

CAYWOOD

PROPANE GAS, INC.

www.caywoodpropane.com

PRE-BUY AGREEMENT

THIS PRE-BUY AGREEMENT (THE "AGREEMENT") GOVERNS THE RELATIONSHIP BETWEEN CAYWOOD PROPANE GAS, INC. ("WE" OR "US") AND THE APPLICANT(S) NAMED ("YOU" OR "YOUR") ON THE PRE-BUY APPLICATION SUBMITTED BY YOU TO US AT WWW.CAYWOODPROPANE.COM (THE "APPLICATION"). THIS AGREEMENT GOVERNS THE RELATIONSHIP BETWEEN (AMONG) YOU AND US AND CREATES IMPORTANT LEGAL OBLIGATIONS BEGINNING ON THE DATE THAT WE ACCEPT YOUR APPLICATION AND YOU BECOME A PRE-BUY CUSTOMER. YOU SHOULD READ THIS AGREEMENT CAREFULLY AND, BY ELECTRONICALLY AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON OUR WEBSITE AND SUBMITTING THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT IF YOUR APPLICATION IS ACCEPTED BY US. YOU ARE NOT BOUND BY THIS AGREEMENT IF WE DECIDE NOT TO ACCEPT YOUR APPLICATION, BUT YOU WILL REMAIN BOUND BY OUR STANDARD TERMS AND CONDITIONS BY VIRTUE OF SUBMITTING YOUR APPLICATION. IF YOU LEASE A TANK FROM US YOU ALSO REMAIN SUBJECT TO THE TERMS AND CONDITIONS OF THE EQUIPMENT LEASE.

We and You agree as follows:

Standard Terms and Conditions. Our Standard Terms and Conditions were made available to You, and You agreed to be bound by them, at the time you submitted Your Application to Us. Copies are available at Our website, www.caywoodpropane.com, Our office at 14660 Hudson Road, Hudson, Michigan 49247 (the "Office"), or by email upon request. You acknowledge that You continue to be bound by Our Standard Terms and Conditions, as amended from time to time and in effect, and that they are part of this Agreement and are incorporated into this Agreement by reference. **Our Standard Terms and Conditions contain a number of very important provisions including, but not limited to, provisions relating to Your Safety Obligations, Delivery Options, Payment Obligations, Payment Options, Equipment Obligations, Representations and Warranties to Us, indemnification obligations to Us, waiver of a number of contractual and legal rights We might have to You, and Your agreement to limitations on Our liability.**

1. Payment. You agree to make payment in full for the gallon amount specified in Your order at the price per gallon specified in Your Application plus applicable taxes (referred to as fees in the plan order form). This Agreement is void if not signed by You (including electronic submission signature with the Your Pre-Buy order), accepted by Us, and paid in full (defined as payment received by Us) at the time You place your Pre-Buy order.
2. Delivery: Keep Full Delivery Option. You agree to take delivery of Pre-Buy propane between September 1, 2018 and April 30, 2019. You also agree that such deliveries will be made on a Keep Full basis. You also agree that We, in our sole discretion, may make deliveries prior to September 1, 2018.
3. Price. You will be charged an amount equal to:
 - a. The fixed price specified in Your order if you elected the Pre-Buy Fixed Price option and submitted a Pre-Buy Fixed Price order.



- b. An amount equal to the lower of Our Current Price in your delivery area at the time delivery plus \$0.10/gallon or the Pre-Buy Capped Price for your area specified in Your order if you elected the Pre-Buy Capped Price option and submitted a Pre-Buy Capped Price order.
 - c. Pre-Buy purchases are not eligible for the early payment discount because such discount already is accounted for in the price.
4. Minimum Annual Purchase Obligation. You must purchase and take delivery of a minimum of five hundred gallons of propane from Us.
5. Payment Non-Refundable; Credit Toward Future Purchases. You agree that any unused portion of the Pre-Buy propane gallons (expressed in dollars) will be credited to Your account and applied to future purchases of propane from Us at Our then current prices and terms. For the avoidance of doubt, balances due on your account are non-refundable and are forfeited if not used before April 30, 2021. Amounts forfeited are treated as additional consideration for the services provided under this Agreement.
6. Default. You are in default under this Agreement if: (a) You fail to perform or observe any obligation or provision of this Agreement, Our Standard Terms and Conditions, Your Customer Application submitted to Us or, if applicable Your Equipment Lease with Us; (b) a proceeding for dissolution, bankruptcy or liquidation is filed or commenced by or against You; or (c) You make an assignment for the benefit of creditors.
7. Representations and Warranties. You warrant, represent and covenant with Us that You: (a) will perform and observe all obligations under this Agreement and Our Standard Terms and Conditions including, without limitation, provisions relating to Safety Obligations, Delivery Options, Payment, Payment Options, Equipment and General Terms and Conditions; (b) all of the information You provided Us in Your Application and Your New Customer Application is true, correct, complete and contains no material misstatement or omission of fact or information; and (c) have the requisite authority and approvals If you are an entity such as a corporation, partnership, or limited liability company, to enter into this Agreement and Our Standard Terms and Conditions.
8. Governing Law. This Lease is governed by the laws of the State of Michigan (excluding Michigan's choice of law rules) and is binding on and inures to You, Us and Your and Our heirs and successors in interest. If this Agreement is signed in the name of any kind of entity other than You as a person, Your agreement to this Lease and Our Standard Terms and Conditions will also serve as a personal guarantee on Your account with Us.
9. Electronic Signature. **BY TYPING YOUR NAME ON THIS AGREEMENT OR BY TYPING YOUR NAME OR BY CHECKING A BOX ON ANY SUBMISSION FORM AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND SUBMITTING THE SUBMISSION FORM, YOU ARE EXECUTING AND ADOPTING YOUR PRINTED NAME AS AN "ELECTRONIC SIGNATURE" UNDER THE MICHIGAN UNIFORM ELECTRONIC TRANSACTIONS ACT, THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, AND OTHER APPLICABLE LAWS. YOU AGREE TO CONDUCT TRANSACTIONS ELECTRONICALLY WITH CAYWOOD PROPANE GAS, INC. AND UNDERSTAND THAT YOUR "ELECTRONIC SIGNATURE" MAKES THIS AGREEMENT A LEGALLY BINDING CONTRACT AND IS THE SAME AS SIGNING THIS AGREEMENT BY HAND.**
10. Entire Agreement. Your Application, Our Standard Terms and Conditions, this Agreement, Your New Customer Application and, if applicable, Your Equipment Lease or Your Customer Agreement with Us constitute the entire understanding and agreement between You and Us. Any prior oral or written communication between You or Us is merged into Your Application, Your New Customer Application, Our Standard Terms and Conditions, this Agreement, and, if applicable, Your Equipment Lease with Us. No alteration of or amendment to this Agreement (or any other agreement with Us) will be effective unless given in writing and signed by both You and Us (including electronic signature).