



TERMS OF AGREEMENT

DELIVERY TERMS: All purchases shall be FCA (INCOTERMS 2020)

PREPAY AMOUNT: \$.12 per Gallon due upon contract execution and is non refundable.

PAYMENT TERMS: Net 10 days by EFT from Date of Invoice

DELIVERY PERIOD: Upon BUYER's request or due to unavailability of product during the original Delivery Period, FHR may in its sole discretion change or extend the delivery period of the contract.

CREDIT: Credit shall be arranged with FHR's Credit Department (FHRCredit@fhr.com) as described in General Terms and Conditions.

GENERAL TERMS & CONDITIONS: Please reach out to your FHR Representative for a copy. FLINT HILLS RESOURCES, LP GENERAL TERMS AND CONDITIONS FOR PROPANE PRODUCT SALES (Effective agreement date)

STORAGE PERIOD: If the Buyer does not take delivery of the product during the delivery period, the Buyer may have the option to store remaining gallons for a period of up to but no more than 3 months after the expiration of the delivery period ("Storage Period") for a fee of \$.0500 per gallon per month ("Storage Fee"). Payment for any monthly Storage Fee shall be due on the 15th of each month based on the volume of product in storage on the 1st day of such month.

DEFICIENCY FEE: If Buyer fails to take delivery of its product by the end of the Storage Period, title to all remaining product will transfer to FHR and Buyer will be charged a per gallon Deficiency Fee. This Deficiency Fee will be invoiced to the buyer using the following formula: FHR's posted price at the delivery terminal at 12:01 am on the first day after expiration of Storage Period minus the Fixed Price less the Prepay amount. A Deficiency Fee will only be imposed on the Buyer when the fixed price is greater than the market price. If the market price is greater, no fee will be incurred by either party.

PROPANE ODORIZATION: (a) Unless otherwise agreed to by the Parties, FHR shall odorize or cause to be odorized all Propane delivered into tank trucks or tank cars. (b) **Applicable Law:** Propane shall be odorized in accordance with all applicable laws and regulations unless otherwise instructed in writing by Buyer, or unless otherwise required by applicable law. (c) **Non-Odorization:** IF PERMITTED BY LAW AND IF REQUESTED IN WRITING BY BUYER, PROPANE SOLD AND DELIVERED HEREUNDER MAY BE UNODORIZED, IN WHICH EVENT RECEIVING PARTY SHALL ASSUME FULL RESPONSIBILITY AND LIABILITY AND SHALL INDEMNIFY DELIVERING PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF THE TRANSPORTATION, USE, AND SALE OF SUCH PROPANE.