



IRVING ENERGY – COMMERCIAL CUSTOMER GENERAL TERMS AND CONDITIONS

These Commercial Customer General Terms and Conditions (“GTCs”) shall apply to all fuel supply services, and all related equipment rental, installation, maintenance, and/or repair services (the “Deliverables”) delivered, sold, or otherwise provided to a commercial customer (“Customer”) by Irving Energy.

1. Acceptance of GTCs: Acceptance by Customer of any Deliverable shall constitute acceptance of these GTCs. These GTCs amend and replace prior terms and conditions of service between Irving Energy and Customer.

2. Safety: Safety materials regarding Irving Energy’s fuel products, and updates to the same, are available by contacting Irving Energy at 1-888-310-1924 or by email at cpp@irvingoil.com. If Customer smells fuel or experiences any adverse fuel conditions or safety-related matters, Customer should immediately evacuate the premises and dial 9-1-1. Once safe, Customer should also contact Irving Energy at 1-888-310-1924.

3. Fuel Delivery Options: Irving Energy offers two primary types of fuel delivery:

- **Automatic Delivery:** Under this delivery option, Irving Energy determines when to make fuel deliveries to Customer, based on either tank monitors or on Customer fuel usage estimate factors such as outside temperatures and Customer’s prior usage history. To ensure more accurate forecasting of Customer’s actual fuel usage, Automatic Delivery Customers should notify Irving Energy of any significant changes in Customer’s fuel use. Weather conditions or changes in your circumstances can significantly affect fuel use. Accordingly, auto-delivery Customers are advised to continue to monitor their fuel tank and contact Irving Energy if their tank is less than 30% full.
- **Will-Call:** Under this delivery option, Irving Energy makes fuel deliveries to Customer only when Customer requests it. Will-Call Customers are responsible for monitoring the fuel level in Customer’s tank. Irving Energy recommends that a Will-Call Customer order a fuel delivery no later than when the Customer’s tank is no less than 30% full. Most Will-Call deliveries are made within 7-10 business days after Customer places an order, but weather and other factors may affect delivery dates.

If Customer requests an expedited fuel delivery, additional delivery fees (specified in the Fee Disclosure Form) may apply.

4. Propane Customer Terms:

- (a) **Equipment Lease:** Irving Energy may install and lease to Customer propane tank(s) and related equipment (collectively, the “Leased Propane Equipment”). The term of the lease begins on the date the Leased Propane Equipment is provided to Customer and shall be for an initial term of one (1) year, renewing automatically thereafter on a month-to-month basis until terminated at any time after the first year by either Irving Energy or Customer giving the other party at least thirty (30) days prior written notice, or unless sooner terminated under these GTCs. Customer agrees to pay a Leased Propane Equipment Fee (described in the attached Fee Disclosure Form) for the Leased Propane Equipment. Only propane sold by Irving Energy shall be used with the Leased Propane Equipment. Customer shall inspect the Leased Propane Equipment regularly and notify Irving Energy promptly if Customer suspects that the Leased Propane Equipment appears damaged or malfunctioning. Customer is responsible for any malfunctions of (or damage to) the Leased Propane Equipment that is the fault of Customer or other person authorized to be on the premises. Only Irving Energy employees or its authorized representatives are permitted to: (i) repair the Leased Propane Equipment; (ii) make any connections or disconnections to the Leased Propane Equipment; or (iii) remove or pump out the Leased Propane Equipment. Irving Energy has the right to enter Customer’s property at all times to remove, secure, inspect, repair, or maintain the Leased Propane Equipment. Irving Energy may install a propane tank monitor as a component of the Leased Propane Equipment to monitor Customer’s product levels. Irving Energy may terminate Customer’s lease of Leased Propane Equipment and remove the same if Customer is in breach of these GTCs.
- (b) **Installation/Removal:** Customer shall be responsible for all costs associated with the installation of the Leased Propane Equipment, including: (1) any necessary excavation, fill, landscaping or resurfacing; and (2) any government-imposed inspection/permit charges. Customer shall also be responsible for removal costs, pump out or restocking fees, and early termination fees if Customer terminates propane service sooner than the period specified in the Fee Disclosure Form. Irving Energy is not responsible for restoring Customer’s premises to its condition prior to the installation or removal of the Leased Propane Equipment regardless of the length of time the Leased Propane Equipment was installed at the premises. Prior to the installation, service, or removal of underground Leased Propane Equipment, Customer shall inform Irving Energy of, and mark, the location of all underground systems (e.g., septic systems, irrigation systems) that may not be marked by the applicable state’s “Call Before You Dig” program. Customer agrees to promptly provide Irving Energy with access to remove all Leased Propane Equipment upon termination of service. The Leased Propane Equipment remains the sole property of Irving Energy. If the sale of all or part of the Leased Propane Equipment to Customer by Irving Energy is required by law, the



price for such item(s) shall be the then-current price for such item(s) as per the price schedule regularly maintained by Irving Energy (available to Customer upon request). All such items shall be sold to Customer "AS-IS" and shall be subject to the warranty disclaimers in Section 8(d).

- (c) **Metered Propane:** If Customer has a propane meter installed in connection with Customer's account, then Customer is billed for monthly propane usage. Irving Energy may bill Customer based on an estimated usage amount, and then later take an actual reading, after which Customer will either receive a credit or be charged an additional amount based on the actual amount of propane used by Customer.

5. Price: Unless Customer enters into a separate fuel or service agreement with Irving Energy, Customer shall pay Irving Energy's price in effect for the Deliverable at the time fuel is delivered or service is rendered by Irving Energy (except for singular fuel sales paid in advance by Customer, in which case the price shall be Irving Energy's price in effect for the Deliverable at the time fuel is ordered). Customer's price for Deliverables is set by Irving Energy in its discretion and Irving Energy reserves the right to change the price of fuel without notice. Customer shall pay for all taxes (including applicable tariffs), licenses, or permits required or imposed by governmental entities in connection with the sale, importation, installation, storage, or use of the Deliverables.

6. Fees and Charges: Irving Energy may charge Customer the fees described on the attached Fee Disclosure Form ("Fees") as applicable to the Deliverables. Additional terms regarding the Fees are included on the Fee Disclosure Form. Irving Energy may amend the Fees or add fees as permitted by applicable law.

7. Payment: If Customer has received credit terms from Irving Energy, Customer will be billed after the fuel is delivered or services are rendered, unless Customer has enrolled in a written payment plan approved by Irving Energy (in which case the payment terms of such plan shall control). Customer shall pay the invoiced amount on or before the due date indicated on the invoice. If Customer has not received credit terms from Irving Energy, Customer must make payment at the time that the fuel is ordered. Any amendment or change to a Customer's payment terms shall not be valid unless agreed to by Irving Energy in writing. Customer agrees to reimburse Irving Energy for all expenses, including reasonable attorney fees and all legal costs, incurred in connection with the collection of any delinquent amounts owed by Customer. To the extent that any invoice remains unpaid more than thirty (30) days from the due date indicated on the invoice, Customer agrees to pay late payment charges up to the maximum rate permitted by law. Title to all Deliverables shall remain with Irving Energy until Customer has paid in full.

8. Additional Terms:

- (a) **Safe Access:** Customer shall provide Irving Energy and its authorized representatives with safe and unimpeded access to Customer's premises and fuel equipment/tanks for purposes of fuel delivery or service. Customer shall keep such access free of ice, snow, pets, or other hazards, and will ensure that any entry gates are unlocked prior to delivery or service. Customer is solely responsible for ensuring that Customer's driving and parking surfaces can safely accommodate the weight of Irving Energy's delivery or service vehicle. Irving Energy shall not be required to complete a delivery or service if Customer fails to comply with the requirements of this Section or if doing so would be unsafe.
- (b) **Customer-Owned Equipment:** Customer is responsible for the maintenance and repair of all heating fuel and related equipment that Customer owns ("Customer-Owned Equipment"), including compliance with applicable laws and manufacturer-recommended maintenance. Except to the extent covered by a service agreement with Irving Energy, Customer is solely responsible for ensuring that the Customer-Owned Equipment is (and remains) in good working condition. Irving Energy shall be permitted to perform an inspection of Customer-Owned Equipment as a condition of service or delivery. Such inspection shall be for Irving Energy's benefit only and is not intended to guarantee the soundness or quality of Customer-Owned Equipment. Customer acknowledges that Customer owns and is responsible for the maintenance and safe operation of all propane consuming appliances and other adjoining systems downstream of the outlet of the first stage propane regulator.
- (c) **Customer Representations:** Customer represents and warrants that: (i) Customer is authorized and empowered by all parties with an ownership interest in the premises to accept these GTCs; (ii) Customer has all requisite power and authority to enter into and perform Customer's obligations under these GTCs, and that there are no contracts (including, but not limited to contracts with any other supplier of heating fuels) orders, or other matters which would prevent Customer from fulfilling its obligations under these GTCs; (iii) Customer will comply with all applicable laws relating to the Deliverables; and (iv) the name, address, telephone number, and other contact and payment information Customer provided to Irving Energy is and remains accurate. Customer shall notify Energy immediately if there is any change to any contact information.
- (d) **WARRANTY DISCLAIMER:** Irving Energy warrants that the heating fuels sold hereunder shall meet Irving Energy's specifications in effect at the time and place of delivery. TO THE FULLEST EXTENT PERMITTED BY LAW, IRVING ENERGY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING ANY DELIVERABLES NOW OR HEREAFTER



SUPPLIED OR PERFORMED, INCLUDING ANY WARRANTIES OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. **Some states prohibit limitation of certain warranty rights, so the above may not apply to Customer.**

- (e) **LIMITATION ON LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL IRVING ENERGY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, USE, OR OPPORTUNITIES ARISING FROM THE DELIVERABLES OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IRVING ENERGY SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY CUSTOMER (INCLUDING AUTOMATIC DELIVERY CUSTOMERS), AS A RESULT OF THE EXHAUSTION OR INTERRUPTION OF CUSTOMER'S SUPPLY OF THE DELIVERABLES (INCLUDING DAMAGE TO THE CUSTOMER'S HOME, REAL PROPERTY OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE CAUSED BY FROZEN PIPES). **Some states prohibit certain liability limitations, so the above may not apply to Customer.**
- (f) **Indemnification:** Customer shall indemnify, defend, and hold Irving Energy harmless from and against all claims, liens, demands, suits, damages, and liabilities for personal injuries and/or property damage, arising out of or related to any negligent act or omission or breach of these GTCs by Customer. To the extent permitted by applicable law, Irving Energy shall be entitled to recover expenses, including attorney and other legal fees and costs, and damages incurred as a result of Customer's breach of these GTCs.
- (g) **Excused Performance:** Irving Energy will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, or other adverse weather or environmental condition, epidemics, pandemics, or other health crises, explosion, power blackout, equipment failure, labor disputes or shortages, wars, hostilities, terrorism, changes in laws or regulations, Irving Energy's inability to obtain propane or equipment from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Irving Energy shall not be deemed to be in breach of these GTCs, and Irving Energy may allocate the Deliverables amongst its Customers in any manner that Irving Energy deems reasonable.
- (h) **Suspension/Termination:** To the extent permitted by applicable law, Irving Energy may suspend or terminate its obligation to provide any Deliverables if Customer (i) fails to satisfy or breaches any of the terms and conditions of these GTCs, (ii) if Irving Energy has a reasonable belief that Customer is anticipatorily rejecting any part or all of Customer's obligations under a separate fuel or service agreement; (iii) Customer becomes insolvent or files for bankruptcy or is, in Irving Energy's reasonable opinion, expected to be unable or unwilling to pay its debts generally as the same become due, or (iv) if Customer fails to correct a safety issue after notice to do so by Irving Energy. Irving Energy may lock out any propane equipment (including Customer-Owned Equipment) that it deems unsafe for use.
- (i) **Disputes:** Customer shall give Irving Energy prompt notice and a detailed description of any alleged breach or error by Irving Energy arising from these GTCs. Any legal action arising from the subject matter of these GTCs may only be brought in a state or federal court located in the state where the Deliverables were delivered to Customer and shall be governed by, and interpreted in accordance with the laws of, the state of such location, exclusively, without giving effect to its principles of conflict of laws. CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHETHER AT LAW OR IN EQUITY, THAT IN ANY WAY ARISES OUT OF THESE GTCs, ANY AGREEMENT WITH IRVING ENERGY, OR RELATING TO THE DELIVERABLES.
- (j) **Changes to GTCs:** Irving Energy may amend these GTCs (other than terms governing fuel prices, which may be changed without prior notice) at any time by giving Customer prior written notice of the changes. The notice may be in the form of an invoice insert, email, or other written notification. No other amendment to these GTCs shall be effective unless approved in writing by Irving Energy. In the event of a conflict between any separate agreement between Customer and Irving Energy (e.g., product supply agreement; equipment service agreement), the specific terms of the separate agreement shall control; otherwise the general provisions of these GTCs shall control to the extent necessary to resolve the conflict.
- (k) **Other Terms:** If any portion of these GTCs is deemed unenforceable, the unenforceable portion shall be deemed severed from the remaining portions of these GTCs, which shall otherwise remain in full force and effect. These GTCs shall survive the expiration or sooner suspension/termination of the relationship between Irving Energy and Customer. Customer may not assign these GTCs or related agreements with Irving Energy without the prior written consent of Irving Energy. Irving Energy may assign these GTCs and/or its obligations related to the Deliverables without the consent of Customer. Irving Energy's delay in exercising any of its rights shall not constitute a waiver of such rights.
- (l) **Notices:** All Customer notices, requests, demands, and other communications to Irving Energy under these GTCs shall be in writing and shall be deemed to have been duly given if sent by email to cpp@irvingoil.com or to Irving Energy, 215 Sheep Davis Rd., Concord, NH 03301 – in either event with a copy to legaloffice@irvingoil.com for any notice regarding any potential or actual claim of breach by Irving Energy (or similar legal demand).
- (m) **Privacy:** These GTCs incorporate Irving Energy's Privacy Policy, which can be found at irvingenergy.com or by calling 1-888-310-1924.



- (n) Applicability: These GTCs shall apply only to: (1) commercial customers in Maine, New Hampshire, and (2) commercial customers in Vermont having propane delivered to one or more storage tanks with an aggregated total capacity greater than 2,000 gallons. Customer represents and warrants that the fuel supplied hereunder shall be used exclusively by Customer for commercial purposes and not for personal, family, or household purposes.

[END OF IRVING ENERGY – COMMERCIAL CUSTOMER GENERAL TERMS AND CONDITIONS]



**IRVING ENERGY – FEE DISCLOSURE FORM
(MAINE AND NEW HAMPSHIRE COMMERCIAL ACCOUNTS AND VERMONT COMMERCIAL ACCOUNTS WITH
AGGREGATED STORAGE CAPACITY IN EXCESS OF 2,000 GALLONS ONLY)**

FEE TYPE	FEE DESCRIPTION	CURRENT FEE AMOUNT
Security Deposit	Security Deposit is a refundable amount required from Customer to secure the payment of amounts owed to Irving Energy.	Varies based on Customer’s expected annual product usage and credit profile.
Leased Propane Equipment - Installation Fee	Fee for installation of the Leased Propane Equipment.	Per sales quote prior to installation, plus Leak Test Fee (see below). [Note: Any permit or inspection fee imposed by the municipality per its fee schedule will be charged to Customer’s account.]
Leased Propane Equipment - Lease Fee	Fee for Customer’s lease of the Leased Propane Equipment.	\$0 annually for commercial Customers
Leak Test Fee (Propane)	Fee for checking for leaks in propane equipment and lines.	\$50 if performed by driver already on-site \$99 if performed by technician already on-site If technician is dispatched via a service call, regular and after-hours service rates apply, plus Consumables Fee and Service Trip Fee.
Propane Equipment Reconnection Fee	Fee to restore propane service after the propane equipment has been locked/disconnected due to non-payment by Customer or safety/damage issues caused by Customer. Fee includes one leak test.	\$159 if service restoration completed within one hour If service restoration cannot be completed within one hour, regular and after-hours service rates apply, plus Consumables Fee and Service Trip Fee.
Leased Propane Equipment Removal Fee	Fee for the removal of the Leased Propane Equipment following end of propane service. If applicable state law sets a maximum time period for imposition, this fee only applies if Customer terminates service anytime within the respective time period after tank installation.	\$159 per tank, plus the costs associated with removal of underground tank (if applicable), which will vary, depending upon the circumstances, labor, and materials necessary for excavation. [Note: Any permit or inspection fee imposed by the municipality per its fee schedule will be charged to Customer’s account.]
Pump out/Restocking Fee (Propane)	Fee for the pump-out of propane remaining in propane tank and for	Regular and after-hours service rates apply, plus Consumables Fee and Service Trip Fee.



	<p>propane tank restocking – each following end of propane service.</p> <p>If applicable state law sets a maximum time period for imposition, this fee only applies if Customer terminates service anytime within the respective time period after tank installation.</p>	
Service Trip Fee	Fee assessed when a service technician is dispatched to Customer’s location to perform diagnostic and other service work.	\$45 (does not include hourly charges at Service Rates)
Consumables Charge	This fee covers small consumables, including shop supplies and other non-reusable items, used during service calls.	\$19
Expedited Delivery Fee	Fee for expedited fuel delivery service.	<p>\$160 for delivery within 24 hours of accepted request.</p> <p>\$125 for delivery within 48 hours of accepted request.</p>
Late Payment Fee	This fee covers the cost associated with the collection of overdue invoices.	1.5% per month
Insufficient Funds Fee	This fee is applicable if Customer’s payment is rejected by Customer’s bank.	\$25

SERVICE RATES

Service Rates – Regular Business Hours	There is a one hour minimum charge for all service calls (services billed at 15 minute increments thereafter)	<p>1 technician: \$159 per hour</p> <p>2 technicians (if required): \$199 per hour</p>
Service Rates – After-Hours	There is a one hour minimum charge for all service calls (services billed at 15 minute increments thereafter)	<p>1 technician: \$239 per hour</p> <p>2 technicians (if required): \$299 per hour</p>

Regular Business Hours are 8:00 am to 5:00 pm Monday-Friday. All other hours including weekends and holidays are After-Hours. Irving Energy reserves the right to change the Fees or add new Fees at any time, subject to notice periods required by law. Please contact Irving Energy at 1-888-310-1924 or at cpp@irvingoil.com for updated Fee information.