

Standard Terms & Conditions for All Customers

- Customer agrees to pay Larsen Cooperative Company (LCC) fees, rates surcharges and other charges in effect on the date that propane is delivered or services are rendered, including, but not limited to a standard fuel surcharge which shall be dependent on the price of fuel used to deliver product. Unless set forth in a fixed rate contract, Customer acknowledges that LCC's fees, rates and charges may vary depending upon the volume of propane purchased, customer classification, ownership of equipment and competitive conditions. LCC's fees, rates, surcharges and other charges, if any, are not refundable except to the extent that a refund may be required by law.
- Customer agrees to pay all taxes, and all license, permit, inspection and requalification fees and expenses associated with the sale or use of the propane, tank or cylinder and related equipment covered by this Agreement.
- Credit balances on Customer's account do not accrue interest.
- Except for the tank or cylinder and related equipment leased from LCC, Customer is responsible for the maintenance and repair of Customer's entire propane system (including, but not limited to the underground line, appliances, indoor gas plumbing and shut-offs ("Customer's Propane System")), and Customer is responsible for the compliance of Customer's Propane System with all applicable laws, codes and regulations.
- LCC may without prior notice enter Customer's property to deliver propane or to install, repair, or service the tank or cylinder or any Related equipment or to perform any other services that it deems necessary under this Agreement or with reasonable prior notice, remove the tank or cylinder and Related equipment leased to Customer by LCC. Customer agrees to provide LCC with safe, free and unimpeded access to the tank or cylinder and Related equipment, including, but not limited to, access free of ice, snow, water, mud and other debris. Customer will mark or otherwise identify the location of septic systems, leach pits and underground ponds and similar underground features as necessary to install the underground line, tank or cylinder and to perform service and make deliveries. Customer agrees to promptly surrender to LCC the tank or cylinder and related equipment when Customer's agreement is terminated for any reason.
- **LCC MAKES 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, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- **LIMITATION OF LIABILITY. EXCEPT AS PROVIDED IN THIS PARAGRAPH, UNDER NO CIRCUMSTANCES WILL LCC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO CUSTOMER'S PLUMBING, SEPTIC SYSTEM, DRIVEWAY AND/OR LANDSCAPING. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A CLAIM IS MADE OR A REMEDY IS SOUGHT UNDER CONTRACT, TORT OR PRODUCT LIABILITY LAW. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY LOSS SUSTAINED AS A RESULT OF THE TEMPORARY EXHAUSTION OF PROPANE SUPPLY, WHERE THE CUSTOMER PARTICIPATES IN LCC'S AUTOMATIC DELIVERY PROGRAM, IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED \$10,000 FOR ANY LOSS OR PROPERTY DAMAGE AND WILL NOT APPLY WHEN THE EXHAUSTION OF PROPANE IS THE RESULT OF CIRCUMSTANCES BEYOND LCC'S CONTROL OR KNOWLEDGE, INCLUDING, WITHOUT LIMITATION, AN INCREASE IN USAGE BY CUSTOMER, DUE TO LACK OF ACCESS TO THE EQUIPMENT, ACTS OF GOD, THE PUBLIC ENEMY, GOVERNMENT RESTRAINTS, REGULATIONS, SHORTAGES, RIOTS, STRIKES, LOCKOUTS, AND MACHINERY BREAKDOWNS, CIVIL DISTURBANCES OF ANY NATURE OR ANY ACT HAPPENING BEYOND ITS CONTROL INCLUDING FORCE MAJEURE BY LCC'S SUPPLIERS.**
- LCC may terminate this Agreement at any time without prior notice if Customer fails to satisfy the terms and conditions of Customer's agreement or if LCC determines that a condition exists that poses a health or safety threat. This provision shall in no way, however, affect the terms of any other contract involving a special promotion entered into between Customer and LCC wherein Customer may have other obligations. Before terminating this Agreement, Customer agrees to use all propane in the tank or cylinder. LCC reserves the right to charge Customer a service termination fee and/or a restocking fee equivalent to \$150 plus an additional fee to be determined at the time of cancellation based on market conditions.
- LCC 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, labor disputes, wars, hostilities, terrorism, compliance with law or regulations, LCC's inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities. Under any of these circumstances, LCC may allocate propane and equipment among its customers in any manner that LCC in its sole judgment deems reasonable.

- Customer acknowledges that if the residence for which propane service is provided pursuant to this Agreement is or becomes a seasonal/vacation home which is not occupied year-round, LCC cannot forecast deliveries due to unpredictable variances in usage and will not be able to provide propane on a keep-full or forecasted basis. Customer acknowledges that it is Customer's exclusive responsibility to monitor the propane usage and to provide LCC with seven business days to make a delivery to prevent an out-of-gas situation and that LCC is not responsible for any damages that may result from an out-of-gas situation, including, but not limited to, personal injuries or damage of any kind to property caused by or related in any way to the exhaustion of propane supply. If Customer leaves the home unattended at any time during the year, Customer acknowledges that Customer must take special precautions to monitor the propane level.
- The terms and conditions set forth above, were applicable, shall survive termination of Customer's relationship with LCC.
- Customers who use supplemental heat such as a wood burning furnace or electric heat are responsible for checking product level in tank. Special trip charges may apply if delivery is requested with less than five working days notice or special truck routing is needed. (Rev 100302; 090401; 110412)

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PROPANE
EXCEPTIONAL ENERGY™

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