



CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”) is between Palmer Gas Company, Inc., d/b/a Palmer Gas & Oil and Lamprey Energy (“**Supplier**”), a New Hampshire corporation having a principal place of business at 13 Hall Farm Road, Atkinson NH 03811 and the customer named below (“Customer”) to provide propane or oil supply and related services to the delivery address stated below (the “Premises”). This Agreement is effective when credit approval is granted by Supplier, and this Agreement is executed by Supplier (the “Effective Date”). The term of this Agreement shall be for one year and shall automatically renew for additional one year terms (together, the “Term”) until terminated pursuant to this Agreement.

Propane Terms and Conditions

1. **LP Equipment:**

a. Installation, Access and Ownership:

1. Supplier will install propane gas tanks, all outside regulators, pigtailed and tank blocks, (the “LP Equipment”), in accordance with all State, Federal and local codes, rules, and regulations. Supplier will perform a complete safety inspection of the heating system and LP Equipment. Additional LP Equipment and/or service installation costs may apply. Disturbance or damage may occur to surface areas surrounding the LP Equipment during installation, delivery, servicing, or removal.
2. Supplier will retain ownership of the LP Equipment as its personal property, and the LP Equipment will not become a real estate fixture or part of the Customer’s property.
3. Customer agrees to permit Supplier or its authorized agent, unlimited access to the LP Equipment at all reasonable times for purposes of installation, inspection, service and removal upon termination of this Agreement.
4. Customer agrees to provide safe and secure access to the LP Equipment at all times.
5. Supplier is entitled to recover the LP Equipment upon termination or any breach of this Agreement. Tank removal fees will be assessed and based on the hourly labor rate. Any propane remaining in the tank will be reimbursed to Customer based on the dollar per gallon rate of the last delivery on record.

b. Repairs and Adjustments:

1. Supplier agrees to repair and properly adjust the LP Equipment as may be required during the Term if the LP Equipment is found to be defective or malfunctioning for any reason not caused by Customer’s negligence.
2. Supplier may exchange the LP Equipment at any time if Supplier determines in its sole discretion that the Customer’s gas usage does not warrant existing storage capacity and may replace it with another tank of appropriate size.
3. If Customer requests Supplier to move the LP Equipment to another location on the Premises or to remove the tank and Supplier agrees to the request, Customer will pay all reasonable charges for said service including all landscaping, excavation, grading, and seeding, and will indemnify Supplier from any and all costs and damages that may result from relocation or removal of the LP Equipment.

c. Customer Actions:

1. The Customer will not make any adjustments, connections, disconnections or alterations to the LP Equipment, or any of its parts or components. If the Customer breaches this provision, the Customer will be held liable for any consequential damages up to possible removal of the LP Equipment by Supplier.

2. The Customer agrees that it has been advised of safety steps required for the use of propane LP Equipment, including how to turn off gas in case of emergency and detect the odor of propane, and acknowledges receipt of Customer Safety Information materials. Customer agrees that in the event it or any employee, tenant, guest, or other resident does not follow the safety plan and the instructions and warnings, Supplier will not be responsible for any damages that may result or occur, including personal injury, death, or property damage.

2. Supply Agreement:

a. Sales and Delivery:

1. Supplier agrees to sell/deliver propane to the Customer at the delivery/installation address into the LP Equipment.
2. Supplier will sell and the Customer will purchase propane at a price per gallon charged by Supplier that will fluctuate with the market. Supplier's prices fluctuate for many reasons, including propane commodity prices and supply points, costs of transportation and storage, geographic location of the Customer in relation to our service units and supply points, and volume of usage. Supplier reserves the right to set its prices that vary among Customer's propane volume, at its sole discretion.
3. The Customer will be charged a regulatory compliance fee associated with complying with local, State, and Federal regulations governing the safe handling of propane and hazardous materials.
4. During the Term of this Agreement, all propane for the Premises must be purchased only from Supplier.

b. Tank Rental Fees:

1. Supplier reserves the right to charge propane tank rental fees in the event that Customer consumes less propane than the minimum annual requirement. Propane tank rental fees are listed on the Fee Schedule.
2. Rental payments will not be credited, refunded, or prorated if service terminates before the propane tank rental term expires.

Customer-Owned Propane Tank Terms and Conditions

1. Equipment:

a. Installation, Access and Ownership – Equipment:

1. Customer must provide proof of purchase or ownership papers of the propane tank to Supplier prior to first delivery.
2. Supplier will perform a complete safety inspection of the heating system and equipment, (the "CO Equipment"), in accordance with all State, Federal and local codes, rules, and regulations. Additional installation and/or service costs may apply.
3. Customer agrees to permit Supplier or its authorized agent, access to the CO Equipment at a scheduled or reasonable time for purposes of inspection, service and delivery.
4. Customer agrees to provide safe and secure access to the CO Equipment at all times.
5. Underground tanks – Customer acknowledges receipt of the Propane Education & Research Council (PERC) document 9066-FL-14.
6. Above ground tanks – Customer acknowledges receipt of the Propane Education & Research Council (PERC) document 9048-BR-13.

b. Customer Actions:

1. The Customer agrees that it has been advised of safety steps required for the use of propane CO Equipment, including how to turn off gas in case of emergency and detect the odor of propane, and acknowledges receipt of Customer Safety Information materials. Customer agrees that in the event it or any employee, tenant, guest, or other resident does not follow the safety plan and the instructions and warnings, Supplier will not be

responsible for any damages that may result or occur, including personal injury, death, or property damage.

2. Supply Agreement:

a. Sales and Delivery:

1. Supplier agrees to sell/deliver propane to the Customer at the delivery/installation address into the CO Equipment.
2. Supplier will sell and the Customer will purchase propane at a price per gallon charged by Supplier that will fluctuate with the market. Supplier's prices fluctuate for many reasons, including propane commodity prices and supply points, costs of transportation and storage, geographic location of the Customer in relation to our service units and supply points, and volume of usage. Supplier reserves the right to set its prices that vary among Customer's propane volume, at its sole discretion.
3. The Customer will be charged a regulatory compliance fee associated with complying with local, State, and Federal regulations governing the safe handling of propane and hazardous materials.

Oil/Dyed Diesel Terms and Conditions

1. Equipment:

a. Installation, Access and Ownership – Equipment:

1. Supplier will perform a complete safety inspection of the home heating oil tanks (the "Oil Equipment"), in accordance to all State, Federal and local codes, rules, and regulations. Additional costs may apply if not up to code.
2. Customer agrees to permit Supplier/Company/Seller or its authorized agent, access to the Oil Equipment at a scheduled or reasonable time for purposes of inspection, delivery and service.
3. Customer agrees to provide safe and secure access to the Oil Equipment at all times.

b. Customer Actions:

1. The Customer agrees that it has been advised of safety steps required for the use of the Oil Equipment, including how to turn off the oil in case of emergency, and acknowledges receipt of Customer Safety Information materials. Customer agrees that in the event it or any employee, tenant, guest, or other resident does not follow the safety plan and the instructions and warnings, Supplier will not be responsible for any damages that may result or occur, including personal injury, death, or property damage.

2. Supply Agreement:

a. Sales and Delivery:

1. Supplier will sell and the Customer will purchase home heating oil at a price that will fluctuate with the market. will
2. The Customer will be charged a regulatory compliance fee associated with complying with local, State, and Federal regulations governing the safe handling of propane and hazardous materials.

General Terms and Conditions for All Fuel Types

1. Delivery Fees:

- i. Supplier reserves the right to charge additional fees, including for requested deliveries made outside of normal business hours and outside of scheduled routes, for amounts less than minimum delivery, and/or for a leak test. Information about delivery fees are listed on the Fee Schedule.

2. Force Majeure:

- i. Supplier's obligation to perform under this Agreement is subject to: floods, fires, explosion, power blackout, earthquake, or weather elements, war whether declared or not, acts of terrorism, accidents, delays, strikes, labor disputes, embargoes, , governmental orders or regulations, compliance with requests or recommendations of any governmental authority or liquid propane gas industry standards, inability to obtain sufficient or suitable raw materials or supplies, or other causes beyond Supplier's control.
- ii. Should any of the above events occur, the Customer will be notified as soon as possible of its options, which may include termination and any refund of balance within 30 days.

3. Notification:

- i. The Customer will notify Supplier in advance of any prospective sale of the Premises or if the Customer will be vacating the Premises.
- ii. Customer will notify Supplier as soon as possible of any damage to, defective, or malfunctioning of the LP Equipment, Oil Equipment, or CO Equipment.
- iii. The parties specifically agree that this Agreement will automatically renew itself upon the same terms and conditions, unless either party gives written notice of their intentions to terminate this Agreement.
- iv. All telephone calls to and from Supplier may be recorded for quality and training purposes.

4. Liability:

- i. Automatic Delivery Customers: Supplier will not be liable for any damages as a result of the failure to replenish the fuel supply at the Premises based on failure to abide by credit-related terms for Customers on Automatic Delivery. Additionally, Supplier will not be liable for damages as a result of the failure to replenish the fuel supply at the Premises based on Customer's failure to report any change in use or consumption to Supplier and to adjust delivery forecasting accordingly.
- ii. Will Call Customers: "Will Call Customers" means Customers who contact Supplier to request each delivery. Will Call Customers take responsibility for placing their own fuel orders and will be responsible for monitoring their own fuel levels. Will Call Customers must allow up to 7-10 business days from time of notification for fuel delivery and/or services.
- iii. Supplier will not be responsible for any such damages that may arise under the above circumstances, including any frozen pipes, damage to buildings, poultry, or livestock, or any consequential damages the Customer may incur. The Customer agrees to hold Supplier harmless from such damages.
- iv. Customer grants to Supplier a license to enter the Premises for the purpose of making deliveries and performing service work. Customer agrees to hold Supplier harmless for any damages to the Customer's property caused by ordinary uses of the property related to propane delivery, equipment installation and service, and performance under the terms and conditions of this Agreement.
- v. Customer will indemnify and hold Supplier and its officers, Employees, and other representatives harmless from and against any and all claims, losses, damages, causes of action, suits, liabilities, and judgments (including all expenses of litigation and reasonable attorney's fees), injury to, or death of any person or for damages to any property to the extent that such injuries, death, or damages are caused by the negligence or the willful acts of the Customer or its guests, invitees, family members, employees, agents, contractors or by the failure to follow the Customer's obligations as set forth in this Agreement.

5. Payments, Delinquency and Disconnection:

- a. Customer agrees to pay the full amount shown on each invoice in full. All balances are due within 30 days from the date of the invoice for any deliveries or services performed. Payment not received within 30 days of the invoice date will be subject to a late fee of 2% per month on the overdue balance not to exceed 24% per annum finance charges or the maximum allowed by law.
 - i. Supplier will notify Customer of any delinquency and will be subject to Supplier's collection process.

- ii. If no payment or payment arrangements are made, Supplier may refuse, interrupt or disconnect service provided as applicable. There will be an additional fee applied to the Customer's account upon reestablishment of service.
- iii. Landlord/Tenant Relationships – If the Premises is leased or rented, Supplier will send a notice of disconnection to the Customer and the landlord, as applicable.
- iv. Customers with dual fuel or multiple accounts or locations must maintain all accounts and locations in good standing in order to continue to receive fuel and/or service.

6. Termination of Agreement or Account:

- a. Customer will be assessed a termination fee if it terminates this Agreement less than one year from the date of the LP Equipment installation.
- b. Both Supplier and Customer reserve the right to terminate this Agreement at any time upon breach of this Agreement by the other if not cured within ten business days of written notice to the other.
- c. Customer's account may be terminated if there is no activity over a 2-year time-frame. If Customer wishes to reinstate its account after termination, Customer may be subject to a credit check.
- d. Upon termination, accounts with a balance greater than 120 days may be subject to credit reporting.

7. General Provisions:

- a. This Agreement will be governed by New Hampshire, Massachusetts, and Maine law based upon the state in which the Customer resides or has its place of business, without reference to choice of law principles of that state.
- b. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- c. Customer may not assign its rights under this Agreement to any other party. Supplier may assign its rights and obligations under this Agreement at any time.
- d. This Agreement may be amended by Supplier upon written notice to Customer; provided that Customer may reject such amendment by written notice to Supplier of termination of this Agreement within 30 days of the notice of amendment.

8. Fee Schedule

- a. The Supplier's Fee Schedule is located on our customer portal and available upon request. Note that fees may be subject to change without notice.
- b. The Fee Schedule is incorporated by reference and made a part of the customer agreement.

Palmer Gas & Oil Fee Schedule

(Effective Date 1/1/20)

Per the Customer Agreement, Customer agrees to pay the full amount shown on each invoice in full. All balances are due within 30 days from the date of the invoice for any deliveries or services performed. Payment not received within 30 days of the invoice date will be subject to a late fee of 2% per month on the overdue balance not to exceed the lesser 24% per annum finance charges or the maximum allowed by law.

Business Hours are Monday – Friday 8:00 a.m. – 5:00 p.m.

After Hours are 5:00 p.m. – 8:00 a.m. including Weekends/Holidays

| Palmer Gas & Oil Fees | Price |
|--|----------------------|
| Collection Fee | \$25.00 |
| Cylinder Disposal Fee (*Cylinder refers 100 lb cylinders or less) | \$25.00 ea. |
| Diagnostic Fee (After Hours) | \$135.00 |
| Diagnostic Fee (Business Hours) | \$80.00 |
| Early Customer Agreement Termination Fee (Per Tank/Per Year) | \$399 AG \$699 UG |
| Leak Test/Prime Fee (Delivery Driver at Time of Delivery) | \$50.00 |
| Leak Test/Prime Fee (Service Technician) | \$80.00 |
| Less than Minimum Fill Fee+ | \$50.00 |
| Light Pilot (Delivery Driver at Time of Delivery) | \$50.00 |
| Light Pilot (Service Technician) | \$80.00 |
| Lock/Unlock Tank/Meter | \$200.00 |
| Low Use Tank Rental Fee** | \$85.00 |
| Meter Annual Regulatory Compliance Fee | \$19.50 |
| Non-Use Tank Rental Fee | Call Office |
| Regulatory Compliance Fee (Per Delivery) | \$4.86 |
| Returned Check | \$35.00 |
| Special Trip Charge (STC)* – Same Day Delivery (7am-4pm) | \$130.00 |
| Special Trip Charge (STC)* – Same Day Delivery (After 4pm and Weekends/Holidays) | \$200.00 |
| Tank Pick Up Fee | \$159.00 |

*Includes Leak Test/pilot/prime

If a customer uses less than 100 gallons a year they may be charged a Low Use Fee

+ Less than Minimum Fill Requirements:

- Tank sizes 120 or less: Requires a fill
- Tank sizes 240 - 250 gallon capacity require a minimum order of 125 gallons
- Tank sizes 275 - 325 gallon capacity require a minimum order of 150 gallons
- Tank sizes 360 – 479 capacity require a minimum order of 175 gallons
- Tank sizes 480 - 999 gallon capacity require a minimum order of 200 gallons
- Tank sizes 1000+ gallon capacity require a minimum order of 300 gallons