

BRIGHTSTAR

PROPANE & FUELS

6190 Frost Rd
Westerville, OH 43082
614-890-6406

**Protect Yourself from
Uncertain Energy Prices
for NEXT YEAR**

*Unique circumstances in the
market place allow us to provide
you a special buying opportunity.*

*Read letter and attached agreement for
details.*

Dear Valued Customer:

Thank you for allowing us to be your propane provider. We are constantly working hard to achieve your complete satisfaction. Nationwide propane inventories are at the lowest levels in the last five years. Propane exports to the worldwide market continue to increase. Since you have historically taken advantage of this program in the past, we're extending a unique limited-time, pre-buy price opportunity to you for 2019.

Enjoy the following benefits:

- Avoid peak winter prices & bills
- Enjoy the peace-of-mind automatic delivery service provides

As always if you have any questions or concerns, please feel free to contact our Customer Care Representatives at 614-890-6406.

Kindest regards,

Your friends at BRIGHTSTAR PROPANE & FUELS

www.BrightStarPropane.com



BRIGHTSTAR PROPANE & FUELS PRE-BUY SALES AGREEMENT

CUSTOMER: _____ DATE: _____

ADDRESS: _____

PHONE # _____

ACCOUNT NUMBER: _____

This confirms an agreement between BrightStar Propane and Fuels and Customer whereby both parties have agreed to the following terms and conditions:

Product: Propane

Quantity: Up to _____ gallons to be fully delivered to customer from 5/1/18-4/30/19

Price: Pre-Buy priced at \$_____ per gallon, plus 7.5% taxes.

Balance Due: \$_____ Amount Due Upon Return of this Agreement

This agreement subject to terms and conditions included and found below.

***All spaces must be completed and signed.**

Please make check out to BrightStar or provide credit card below.

Credit Card Number & Expiration Date

COMPANY NAME: BrightStar Propane & Fuels

By: _____

CUSTOMER (Signature Required)

ACCEPTED: _____ (date)

TERMS OF AGREEMENT

ADDITIONAL AGREEMENTS: This Sales Agreement is intended to define pricing of product for the period of time and for the quantity stated on the face of this Agreement. All other portions of any previously signed customer agreement with Company remain in full force and effect. The terms and conditions set forth in previous service agreements, contracts and credit applications signed by the parties are hereby incorporated by reference into this Agreement.

DELIVERY: All customers who wish to participate in the Fixed Price plan shall be on our automatic delivery schedule. In order to get the quoted price, all agreements, down payments, and credit authorization forms must be completely filled out, properly signed and received in our office within 10 business days of the date on the agreement. Only those gallons agreed to by the Company and the Customer for inclusion in the Fixed Price plan will be billed per this Agreement. Customer will remain on automatic delivery and such automatic deliveries will continue beyond listed fixed price gallons on this agreement. Any additional gallons purchased will be billed at the market price in effect at the time of delivery. All current fees and taxes shall apply in addition to the price per gallon and will be billed separately from the price per gallon. Any increases or decreases in taxes will be passed through to the customer because the company must obtain the contracted gallons in advance. **No refunds of any kind will be issued.** For pre-buy customers, any dollar credits remaining on the expiration date of this agreement will be used by Customer for future fuel purchases with Company at current market rate.

CANCELLATION FEES: Company has taken substantial market risk to lock propane prices in for Customer and Customer understands that should Customer terminate this Agreement prior to its completion the Company's damages will be difficult or impossible to calculate. Therefore, Customer agrees to a cancellation fee as defined hereinafter. Customer agrees this Cancellation fee is reasonable. If the Customer changes their delivery status to Will Call, discontinues service for any reason, or does not take delivery of all contracted Fixed Price gallons by the completion of the delivery period, the Customer, at the Company's discretion may be assessed a contract cancellation fee equal to the unused gallons of the contract multiplied by a rate of fifty cents (\$.50) per gallon or \$300 whichever is greater.

The Pre buy program is a VOLUNTARY offer that allows the customer to purchase a set number of propane gallons at a fixed price. The Customer acknowledges that they have solicited this fixed price offer from the Company and the Company is purchasing a binding financial contract to provide this fixed price. Customer further understands that this is a binding agreement and is not subject to change in terms once signed.

GOVERNMENTAL CONTROLS: This agreement as herein provided is expressly made subject to any Federal, State or other Governmental laws and regulations which may now be or may hereafter become effective which will restrict, limit or control Seller in the price or purchase of products hereof. Seller warrants that goods sold or services furnished under this agreement were produced or furnished in full and complete compliance with all applicable laws and regulations including, among others, the Fair Labor Standards Act, as amended, and that goods sold are free of all liens, encumbrances and claims whatsoever.

LIABILITY:

Customer accepts *the* risks inherent in the storage, installation, use, delivery and refueling of equipment and product on the customer premises *and* indemnify and hold Company and its agents, directors, officers and employees harmless from all damages and injuries (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (a) any loss or damage to *the* equipment or any component thereof, the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, installation, maintenance or lack of maintenance of *the* equipment or product, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (b) Customer's breach of any provision of this Agreement, including, without limitation, Customer's failure to maintain appropriate levels of product at *the* customer premises (including, without limitation, resulting in any water damage or damage to plumbing or other systems at *the* premises), (c) *the* existence, use, manufacture, storage, release or disposal of hazardous materials by Customer or any other person (whether or not on the Premises) on, under or near the equipment; and/or (d) any return or repossession of the equipment by Company or its designee, except to the extent directly caused by Company's gross negligence or willful misconduct

In no event will either party be liable to the other or any other person for any special, incidental, consequential or punitive damages arising out of this Agreement, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damage and even if such damages could have been reasonably foreseen. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO THE PREMISES AND THE EQUIPMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

TAXES: Any tax, fee or charge now imposed upon the purchase, use, resale, transportation or handling of products at the time of delivery thereof by Seller to Buyer shall be paid by Buyer, provided the law or regulations so requires. If Buyer is entitled to purchase products free of any tax, fee or charges, Buyer shall furnish to Seller proper exemption certificates to cover such purchase or purchases. If any such payments are required by any Governmental Authority to be made by Buyer, they shall be repaid by Buyer to Seller on demand.

FORCE MAJEURE: In the event either party being rendered unable, wholly or in part, by force majeure, to carry out its obligations under this contract other than to make payments of amounts due hereunder, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telephone to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuance of any liability so caused but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

The term force majeure as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, processing plant or wells. Governmental regulations, curtailment of or other inability to obtain equipment, supplies or materials, temporary failure of gas supply, and any other cause whether of the kind herein enumerated or otherwise not within the reasonable control of the party claiming suspension, all of which by the exercise of due diligence such party is unable to foresee or overcome but provided, however, that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with the exercise of due diligence shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is advisable in the discretion of the party having the difficulty.