

Refined Fuel Energy B5 Contract

Office Phone# (507) 726-6455



P.O. Box 210, Lake Crystal, MN 56055

Customer _____

Effective Date: _____ Time: _____ In Person Phone

Customer name _____ Account No. _____

Home phone _____ Cell _____ Email _____

Crystal Valley hereby agrees to sell and deliver, and Buyer hereby agrees to purchase and receive.

B5 contracts must be signed, dated and payment received within ten days from contract date. Program expires on March 15, 2018.

B5 Spring Season Contracts

OPTION 1: 100% Prepay Contract
April 1, 2018 - July 31, 2018

OPTION 2: \$0.20 Deposit Contract
April 1, 2018 - July 31, 2018

Product Description _____

Product Description _____

Contract Gallons _____

Contract Gallons _____

Contract Price \$ _____

Contract Price \$ _____

Pre-Pay Amount Due \$ _____

Total Deposit Due \$ _____

Account # _____

B5 Fall Season Contracts

OPTION 1: 100% Prepay Contract
August 1, 2018 - November 30, 2018

OPTION 2: \$0.20 Deposit Contract
August 1, 2018 - November 30, 2018

Product Description _____

Product Description _____

Contract Gallons _____

Contract Gallons _____

Contract Price \$ _____

Contract Price \$ _____

Pre-Pay Amount Due \$ _____

Total Deposit Due \$ _____

Employee _____

Customer Signature _____

Date _____

Terms of this agreement

Payment Terms: "Prepay" Buyer agrees to pay the total Dollar Amount as specified upon execution of this agreement. Buyer shall be responsible to pay for all applicable taxes upon receipt of an invoice for delivered product. Crystal Valley credit terms apply. Customer agrees to pay all cost and expenses; including attorney fees incurred by Crystal Valley in any action brought by Crystal Valley to enforce the provisions of the Agreement.

Terms of Agreement: The terms of this Agreement shall commence on the date hereof, and shall continue until such time the Buyer has taken delivery of, and paid for, the Quantity of products specified in Section * reverse side.

Delivery of Product and Risk of Loss: Title to the product shall pass to Buyer upon delivery of the product at Buyer's storage locations. Thereafter; the care, handling, and use of product shall be at the sole risk and expense of the Buyer. Buyer specifically agrees that the Seller may direct personnel to deliver the product covered by this Agreement at the Seller's convenience, subject to a covenant by Seller to use its best efforts to prevent Buyer from running out of product during the term of this Agreement. In the event the Seller needs to allocate product among its customers due to a product supply shortage, it will give priority in allocation to those customers who have entered into contracts. **B5 contracts delivered from April 1st through November 30th each year must have customer signature, and dated prior to April 1st, and 100% pre-pay or \$.20 cents down to have a valid contract.**

Warranties and Limitations of Liability: Seller warrants the product sold under this Agreement meets specifications of Gas Processors Association at the time of a delivery. This warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, implied warranties of merchantability or of fitness for a particular purpose. The correction of any nonconformity, the refund of the price, or replacement of the product, at Seller's option, constitutes fulfillment of all liabilities of Seller arising hereunder whether liabilities are based on contract, negligence's, or otherwise. In no event, will the Seller be liable for special, consequential, or incidental damages.

Entire Agreement: This Agreement constitutes the entire Agreement, between the parties, and there are no oral promise, representation, or warranties, no alteration or amendment of this Agreement will be effective unless it is in writing and signed by both Seller and the Buyer.

Assignment: This agreement may not be assigned by the Buyer. **Buyer is obligated to take delivery of contracted gallons before any other deliveries may be made.**

Severability: In the event that any provision of this Agreement is held to be invalid or unenforceable under applicable law, that holding shall not affect the validity, or enforcement, of the remaining provisions of this Agreement.

Take or Pay Contract: The Buyer understands that this is a "Take or Pay Contract". The Buyer understands that if the Buyer refuses to accept delivery of, and pay for, the contracted quantity of fuel by the expiration of the term the Buyer will be liable to Crystal Valley for the damages specified by this Agreement.

Default Provision: If any portion of this contract remains unfilled at the expiration date due to default of the Buyer, Crystal Valley reserves the right to extend the time of delivery and assess any associated fees or declare the Buyer in default of the unfilled portion of the contract and Crystal Valley reserves the right to bring the contract to market. **80% Rule: If 80% of the total contracted gallons have been delivered and paid for, and only 20% or less is remaining of the total contracted gallons because of weather and/or supply reasons, the Seller has the right to wave any penalty charges and may refund any remaining deposit available.**

Commitment Fee: **\$.10 cent per gallon charge will be assessed to the unused portion of gallons left on the contract.**

Contract to Market: Formula = Buyer's contract price minus daily posted delivered cash price. This value will be multiplied by the remaining gallons on the contract and will be settled on following business month.

Buy Out: If Buyer would request to terminate this contract at any time before the expiration date, a Buy Out price will be determined by the following formula, the difference between set contract price and a current rack price at the time, plus penalty of \$.10 cents per gallon on the remaining portion of gallons.

Any Changes: In the fuel tax structure (State or Federal) will be applied to this contract.

Should Products: Not be available at a terminal within 75 miles, Crystal Valley reserves the right to charge the Buyer any additional freight and demurrage charges incurred from obtaining fuel from the nearest available source of supply.

NOTE: **"THIS INSTRUMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE PARTIES UNLESS AND UNTIL IT HAS BECOME FULLY EXECUTED BY BOTH PARTIES. "This contract must be signed and payment received within ten days from dated contract or it will be voided."** **Program expires on March 15, 2018.**