

Refined Fuel Energy Contract

Office Phone# (833) 594-0339



1911 Excel Drive Mankato, MN 56001

Effective Date: _____ Time: _____

☐ In Person ☐ Phone

Customer Name: _____

Account No.: _____

Cell: _____ Email: _____

Crystal Valley hereby agrees to sell and deliver, and Customer hereby agrees to purchase and receive refined petroleum products, including, but not limited to gasoline and diesel fuel ("Refined Fuels") as provided in this Refined Fuel Energy Contract ("Agreement"). All contracts will follow below listed dates and be priced according to those dates for delivery.

- 1) Spring Contract - March 1st until June 30th
- 2) Season Contract – March 1st until November 30th
- 3) Fall Contract – October 1st until November 30th

Contract Timeframe:

BOOKING

OR

PREPAY

Contract Description _____ (Please select # Above)

Contract Gallons _____

Contract Price \$ _____

Amount Due \$ _____ (If Prepay)

Customer Signature _____

Date _____

Employee Signature _____

Date _____

Terms of Agreement

Payment Terms: "Prepay" Customer agrees to pay the total Dollar Amount as specified upon execution of this Agreement. Customer agrees to purchase the amount of Refined Fuels as stated in this Agreement and pay for all applicable taxes related to the purchase of the Refined Fuels. Crystal Valley credit terms apply. Customer agrees to pay any and all costs 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 Customer has taken delivery of, and paid for, the quantity of Refined Fuels specified in this Agreement.

Delivery of Product and Risk of Loss: Title to the Refined Fuels shall pass to Customer upon delivery of the Refined Fuels at Customer's storage locations. Thereafter; the care, handling, and use of Refined Fuels shall be at the sole risk and expense of the Customer. Customer specifically agrees that the Crystal Valley may direct personnel to deliver the Refined Fuels covered by this Agreement at the Crystal Valley's convenience, subject to a covenant by Crystal Valley to use its best efforts to prevent Customer from running out of Refined Fuels during the term of this Agreement. In the event the Crystal Valley needs to allocate Refined Fuels among its customers due to a Refined Fuels supply shortage, it will give priority in allocation to those customers who have entered into contracts.

Warranties and Limitations of Liability: CRYSTAL VALLEY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. CRYSTAL VALLEY MAKES NO EXPRESS WARRANTIES EXCEPT THAT THE REFINED FUELS SOLD UNDER THIS AGREEMENT MEETS SPECIFICATIONS OF GAS PROCESSORS ASSOCIATION AT THE TIME OF A DELIVERY. CRYSTAL VALLEY IN NO EVENT, WILL CRYSTAL VALLEY 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 Crystal Valley and the Customer.

Assignment: This agreement may not be assigned by the Customer. Customer 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.

Customer's Obligation: The total amount of Refined Fuels Customer agrees to purchase pursuant to this Agreement must be purchased and delivered to Customer in the timeframe provided in this Agreement. In the event Customer refuses to accept delivery of, and pay for, the quantity of Refined Fuels on the reverse side of this Agreement by the expiration of the term of this Agreement, Customer will be liable to Crystal Valley for damages caused by Customer's breach of this Agreement.

Default Provision: If any portion of this contract remains unfilled at the expiration date due to default of the Customer, Customer shall be liable to Crystal Valley for damages calculated by the difference between the Refine Fuels price as stated in this Agreement and the rack price in effect on the last day of the term of this Agreement multiplied by the remaining quantity of unpurchased Refined Fuels.

Buy Out: If Customer requests to terminate this contract at any time before the expiration date, a Buy Out price will be determined by calculating the difference between the Refined Fuels price as stated in this Agreement and the rack price at the time of the buyout multiplied by the remaining quantity of unpurchased Refined Fuels, plus penalty of **\$.10 cents** per gallon on the remaining quantity of unpurchased Refined Fuels.

In the event Refined Fuels are not available at a terminal within 75 miles of Customer's location, Crystal Valley reserves the right to charge the Customer 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 offer to sell Refined Fuels must be signed and returned to any Crystal Valley office within ten days of written date or the offer will be void!

Customer

Account #

Employee