

## Terms of Sales:

1. GAS REQUIREMENTS; CONTAINERS. Seller agrees to sell and Buyer agrees to purchase Buyer's total present and future requirements of the gas products, in liquid or gaseous form, (collectively "Products") as specified in the Schedule below or attached Rider(s), which are made a part of this Agreement. Seller agrees to supply Buyer with the tanks, containers and generators (and related equipment) that will suitable for Buyer's use of the gas products purchased herein (collectively referred to herein as "Equipment").
2. DESIGNATED LOCATIONS. This Agreement shall be applicable to Buyer's locations designated in the Schedule or Rider(s).
3. TERM. The term for each Designated Location shall be SEVEN (7) years ("Basic Term") beginning on the date indicated in the Schedule or Rider(s); thereafter the term shall continue from year-to-year unless written notice is given by either party to the other at least six (6) months prior to the expiration of the Basic Term or any subsequent extension
4. INSTALLATION OF SYSTEM. Seller will be responsible for the installation of all of the Equipment necessary for the operation of the gas system ("System"). Seller agrees to be responsible for any damage to Buyer's property caused solely by Seller during the installation of the System. Buyer shall provide any permits required for the System installation. Except for Buyer owned equipment, the System shall remain Seller's personal property and Buyer shall not permit the to be utilized by any other supplier, encumbered in any way, or allow Seller's trademarks to be removed from the System without Seller's express written consent. Buyer shall be responsible for any damage or loss to Seller's System, unless such loss or damage is caused by Seller's negligence. Risk of loss shall pass to Buyer at the time of installation of the System.
5. MAINTENANCE. Seller shall provide at its own expense normal and reasonable maintenance of the System. Buyer is not authorized to perform any maintenance or repair on the System without Seller's prior written consent.
6. RELOCATION AND REMOVAL OF SYSTEM. If Buyer's operations necessitate a relocation of the System, Buyer shall be responsible for the cost of such relocation. Upon the expiration or termination of this Agreement with respect to any Designated Location, Seller shall have the right to enter Buyer's premises and remove the System immediately after such expiration or termination. Seller agrees to be responsible for any damages to Buyer's property that may be directly attributable to Seller's removal of its Equipment.
7. PRICES AND PAYMENTS. Subject to the provisions of Article 8, the prices for the Products and Equipment shall be set forth in the Schedule or Rider(s). Buyer's previous month's gas purchases and rental fees shall be due in full within 10 days of Buyer's invoice without deduction or setoff. Any balances that have not been paid by the twenty-fifth day of the month of invoice shall be deemed past due and shall be subject to a late charge of \$5.00 and past due balances will be assessed a finance charge at the highest rate permitted by law. In addition, Buyer shall reimburse Seller for any present or future tax or fee imposed by any governmental agency or public authority with respect to the sale, delivery or furnishing of any gas product or service under this Agreement. This shall include, without limitation, regulatory agency costs for installation permits, periodic inspections, and issuance of operating certificates for Seller's bulk storage tanks. Failure of Buyer to pay a monthly invoice or other charge payable to Buyer under this Agreement for a period of ten (10) days after written notice shall be deemed a default. Buyer shall be obligated to pay any collection or legal expenses, including reasonable attorney's fees, necessary for Seller to recover its property or any amounts owed to Seller by Buyer under the terms of the Agreement. In the event of Buyer's breach hereunder, Buyer shall reimburse Seller **\$300.00** for each Designated Location that is the subject of Buyer's premature termination, through no fault of Seller, so that Seller may recover its costs and expenses for the removal of its Equipment. **Seller's assessment of surcharges or other itemized charges or fees shall not be deemed to be price adjustments for purposes of this Section 7.**
8. PRICE CHANGES. Seller may increase or decrease prices for the Products. Any adjustment to price shall become effective fifteen (15) days after notification and this Agreement shall otherwise remain in full force. If Buyer, within fifteen (15) days after Seller's notice of an increase in prices furnishes Seller evidence that Buyer can purchase the Product from a responsible seller in like quantities under similar conditions at a lower price, Seller has fifteen (15) days either to agree to meet the lower price or reinstate the Product price in effect at the time of the price adjustment. If Seller agrees to the lower price, Seller shall have the option to reset the term of the Agreement to the original Basic Term or the term of the competitive quote. If Seller does not meet the lower price or reinstate the price in effect, Buyer may terminate this Agreement without further obligation hereunder.
9. FORCE MAJEURE. Seller shall not be liable for the failure or delay in the performance of any obligation under this Agreement caused by labor disturbances, fire, earthquake, flood, war insurrection, riot, interference by civil or military authorities, storms, transportation embargoes, equipment or vehicle breakdowns or delays, inability to obtain materials, failure of normal sources of supply, or any other causes whatsoever not within Seller's control.
10. WARRANTY AND LIMITATION OF LIABILITY. Seller warrants that the gas products delivered to Buyer shall be of Seller's standard commercial purity. Seller will remove and credit Buyer for any gas products which do not meet generally accepted standards at the time of delivery. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GAS PRODUCTS AND THE PERFORMANCE OF THE SYSTEM, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

11. TERMINATION. In the event of default, the non-defaulting party may terminate this Agreement upon thirty (30) days prior written notice, provided, however, if the party in default shall, within thirty (30) days of such written notice, cure such default, the Agreement shall remain in full force and effect. The exercise of such termination rights by either party shall be in addition to any other remedies available to such party.

12. ITEMIZED CHARGES: The total amount due from the Buyer may include various itemized charges, including: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; and/or charges for energy or fuel. None of the charges represent a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by the Seller. The Seller has not specifically quantified the relationship between the charges and the actual costs associated with the charges, which can vary by product, service, time and place, among other things.

13. COMPLIANCE: It is a responsibility of the Buyer to comply with all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. section 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) resulting from the presence of the chemicals supplied under the Agreement. Further, it is a responsibility of the Buyer to warn and protect its employees and others exposed to the hazards posed by the Buyer's storage and use of the Product.

14. GENERAL. All notices under this Agreement shall be in writing and shall be delivered in person or mailed by first class U.S. mail, postage prepaid, and addressed to either party at the address shown in this Agreement, with the date of mailing being deemed to be the date notice is given. The waiver of any breach shall not be held to be a waiver of any other breach. If any provision of this Agreement shall be held invalid or unenforceable by a court of law, the remaining provisions shall not be affected and shall be binding on the parties. This Agreement shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns, including any entity (a) with which Buyer may merge or consolidate or (b) to which Buyer may transfer assets comprising the Designated Location(s). No amendment or modification to this Agreement shall be binding unless executed in writing by the parties hereto. Receipt or acknowledgment by Seller of Buyer's purchase orders or other documents containing conflicting terms with this Agreement shall not be binding unless the parties so agree in writing. This Agreement shall be governed by the laws of the State of North Carolina. This is the entire agreement between the parties and supersedes all prior agreements or understanding with respect to the subject matter of this Agreement.