



Pirkl Gas Inc.
204 Mineral Springs Road
Owatonna, MN 55060

451-7380
1-800-21-4-FUEL
1-800-214-3835

CORN DRYING PROPANE CONTRACT PURCHASE AGREEMENT

Date: Customer: Cell # / Email:

Option 1: 100% Pre-Pay - Purchasing your corn drying gallons in advance at a fixed price per gallon. Pirkl Gas Inc. and Customer agree to the following: Customer will take delivery of and agrees to pay for:

(Gallons) at \$ (Price) = \$ (Amount) - (Credit) + (3% Convenience Fee) = \$ (Total)

Option 2: 10 / 20 / 30 cent per Gallon Deposit - Paying a deposit of 10, 20 or 30 cents down per gallon on all gallons contracted at a fixed price per gallon. Deposit money will be deducted as the gallons are delivered. All deposit contracts will be billed out at 10 cents per gallon over the fixed contract price. Payment on any remaining balance will be due by the 10th of the month following delivery, per the statement, to receive the 10 cent per gallon cash discount. Pirkl Gas Inc. and Customer agree to the following: Customer will take delivery of and agrees to pay for:

(Gallons) at \$ (Price) at 10 / 20 / 30 cent per gallon deposit = \$ (Amount) + (3% Convenience Fee) = \$ (Total)

Contract Terms and Conditions

- 1) Barring any interruptions in supply, this agreement is in effect from the date of this contract through December 1, 2020.
2) Verbal contracts are binding. Customer is responsible for payment of deposit and pre-payments within 5 days of your verbal commitment.
3) Credit Card Transactions are subject to a 3% convenience fee.
4) Contract gallons are not transferable and are intended for the sole use of the contract purchaser.
5) If customer has multiple contracts, they will be delivered in price order, from highest to lowest.
6) On the expiration date of this contract if the bulk delivery price of propane is lower than the price the propane was contracted at, any remaining contracted gallons will be carried forward, with an added 5 cents per gallon storage charge, until delivered and must be delivered before any other gallons.
7) If customer cancels this contract, the customer will be billed the difference between the contracted price of the remaining gallons and the current delivery price, or a 25 cents per gallon penalty, whichever is greater.
8) If customer fails to take delivery of any carried forward contract gallons, the customer will be billed the difference between the contracted price of those gallons and the current bulk delivery price.
9) If there are remaining contract gallons on the account, dryer tanks will be topped off by December 1st, 2020.
10) Pricing on this contract may be subject to change whenever a pipeline tariff change is imposed on Pirkl Gas Inc. by its suppliers, or whenever any taxes or fees are changed or imposed by any Government agency.
11) If Pirkl Gas Inc.'s suppliers do not fulfill their supply obligations at Pirkl Gas Inc.'s designated terminals, Pirkl Gas Inc. reserves the right to pass on surcharges of extra transportation costs to go to other terminals within the state or out of the state to fulfill your needs.
12) Pirkl Gas Inc. shall not be liable for loss or damage resulting from a delay in performance or failure to perform under this agreement if any failure results from or is due to an act of God, government restraints, regulations, shortages, riots, strikes, lockouts, national or civil disturbances, unavailability of product, breakdown or damage to equipment/machinery used for transportation or storage of this product and facilities used to supply products to Pirkl Gas Inc.

The above terms are agreed to by: (Customer - Keep white Copy) (Date)

*Please sign and return a copy of this contract along with payment within 5 days of your verbal commitment
*This is a copy of your verbal binding contract

Comments:

We appreciate and thank you for your business!!

