

THRIFTY PROPANE, INC.

TERMS AND CONDITIONS

When you place an order, renew and/or accept delivery of the propane or tank or related goods or services from Thrifty Propane, Inc. (“Thrifty”) you become a Customer of Thrifty. As Thrifty’s Customer you are bound by all the Terms and Conditions including, but not limited to, the summary terms and condition on the delivery ticket.

1. PROPANE OR PROPANE RELATED PRODUCTS

Thrifty offers of the following propane delivery service: (1) Will Call including Pre Buy and Price Cap Customers – you must order propane via phone or online when your tank is at approximately 30% to ensure a timely delivery weather permitting. (2) Periodic Fill – Thrifty will make periodic deliveries to you weather permitting as determined at the time the Periodic Fill is established.

To ensure that you always have propane, you must update Thrifty with any changes in your usage and give reasonable access to your tank located on the property. In some instances, you may not be able to contact Thrifty via phone regarding your order. If you are unable to get through via phone or place an online order, please leave a message for Thrifty. If you need propane delivered immediately, please call your local supplier. Thrifty also offers new or refurbished propane tanks or related products.

2. PRICING, FEES, RATES, AND CHARGES

Unless you have an agreement which determines your price, you will receive Thrifty’s daily market price per gallon that is set at Thrifty’s discretion, including, but not limited to, the costs to procure the propane, freight and transportation, and may vary depending upon the volume of propane purchased by the Customer, Customer classification, ownership of propane tank and competitive conditions.

You agree to pay Thrifty’s price per gallon, fees, rates, and charges in effect on the date that propane is delivered for Periodic Fill customers, and as of the date of the order for Will Call customers except for Pre Buy and Price Cap Customers, or as listed on the delivery ticket. In addition to the price per gallon, you agree to pay Thrifty all other applicable fees and charges including, but not limited to, any cancellation charges, depending on the services requested and/or required at the time of delivery. For emergency or expedited services you will incur a special charge. You agree to pay Thrifty’s price for the propane tank or related products based on the receipt or invoice and its terms and conditions.

If you fail to pay all amounts owed to Thrifty by the applicable due date, Thrifty reserves the right to add interest of 1.5% per month or a late charge on your delinquent account. Title to the goods does not pass until Thrifty’s invoice is paid in full. You agree to pay Thrifty all costs, charges, fees and expenses (including, without limitation, legal fees and expenses on a solicitor-client basis) incurred by or on behalf of Thrifty in connection with the collection of any outstanding amounts.

3. REFUND/CANCELLATION POLICY

Thrifty will refund any payments or deposit made by Customer so long as he or she cancels the order at least one week prior to the delivery date of the propane, propane tank or any related products. Customer agrees to pay Thrifty all other applicable fees and charges including, but not limited to, any cancellation charges, depending on the services requested and/or required at the time of delivery.

4. DELIVERY POLICY

Customer agrees and acknowledges that Thrifty shall be delivering certain propane or propane tank or related products ordered by Customer at a location specified by Customer, without obtaining Customer's signature on the delivery ticket or receipt or invoice at the delivery location. Customer further agrees that Thrifty's receipt or invoice shall be conclusive as to Thrifty's actual delivery and Customer's receipt and acceptance of all propane or propane tank or related equipment or products indicated thereon, unless Customer objects in writing within ten (10) days of the date of the delivery ticket, receipt or invoice at the following address: Attn: Objection/Customer Service, THRIFTY PROPANE, INC., P. O. Box 2018, Medina, Ohio 44258. Notwithstanding the foregoing, however, Thrifty's failure to reflect any sale, transaction or credit to Customer shall not limit or otherwise affect Thrifty's ability to later adjust Customer's account balance to reflect said sale, transaction or credit.

5. CORRECTIONS

Thrifty reserves the right to make corrections caused by typographical, clerical, or other inadvertent mistakes, or from changes necessary because of incomplete or inaccurate information received from Customer.

6. GOVERNING LAW

This agreement, any questions with respect to the construction, validity, and interpretation to perform it and any and all disputes between Thrifty and Customer shall be governed and determined in accordance with the laws of the State of Ohio. This agreement is deemed executed in the State of Ohio and is to be performed in Medina County and the State of Ohio by reason of payments required to be made to Thrifty in Medina County, Ohio.

7. LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES

UNDER NO CIRCUMSTANCES IS THRIFTY LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THRIFTY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF AN EXHAUSTION OF THRIFTY'S PROPANE SUPPLY OR INABILITY TO OBTAIN OR DELIVER PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT. THRIFTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, OR RELATED GOODS OR SERVICES UNDER THIS AGREEMENT OR ANY PRIOR AGREEMENT

OR UNDERSTANDING INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. PERFORMANCE

Thrifty shall not be held responsible for any delay in performance of any order made on the basis of these terms and conditions resulting in whole or in part from or made impossible or impracticable by any cause beyond the control of Thrifty, including, but not limited to, fire, explosion, accident, breakdown, strike, adverse weather conditions, failure or refusal of any carrier to transport materials, delay in transport thereof, failure of any source of supply to honor orders within time period, customarily or heretofore experienced by Thrifty in the trade, shortage or lack of material, fuel, power, transportation, media, sale or transfer of manufacturing facilities, embargo or any act of God or action or request of any governmental authority, failure or refusal of any carrier or contractor, any contingency or delay or failure or cause beyond Thrifty's control.

9. CLAIMS AND ARBITRATION

UPON THE ELECTION OF EITHER PARTY, YOUR DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION AS ADMINISTERED BY THE AMERICAN ARBITRATION ACT. "DISPUTE" MEANS ANY CLAIM YOU MAY HAVE WHICH ARISES FROM ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE AND AGAINST THRIFTY OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS, SUCCESSORS OR ASSIGNS AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND/OR ALL CLAIMS THAT ARE THE SUBJECT OF A PUTATIVE CLASS ACTION IN WHICH NO CLASS HAS BEEN CERTIFIED. "DISPUTE" SHALL NOT, HOWEVER, INCLUDE: (1) ISSUES RELATING TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION AGREEMENT; (2) CLAIMS FILED BY YOU OR THRIFTY ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT; OR (3) CLAIMS FILED BY OR ON BEHALF OF THRIFTY TO COLLECT MONEY YOU OWE TO THRIFTY ON A DELINQUENT ACCOUNT.

10. RIGHT TO REJECT ARBITRATION

YOU MAY REJECT THIS ARBITRATION AGREEMENT OR FUTURE CHANGES TO THIS ARBITRATION AGREEMENT BY SENDING THRIFTY A WRITTEN NOTICE BY CERTIFIED MAIL POSTMARKED NO LATER THAN THIRTY (30) DAYS OF THIS TICKET (IF REJECTING THE ARBITRATION AGREEMENT) TO THRIFTY AT P. O. BOX 2018, MEDINA, OHIO 44258, ATTN: REJECTION/CUSTOMER SERVICE.

11. WAIVER OF JURY TRIALS AND CLASS ACTIONS

IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. WHETHER IN ARBITRATION OR COURT, YOU WAIVE THE RIGHT TO A JURY TRIAL AND WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS

ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND THRIFTY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS AND NEITHER THE ARBITRATOR NOR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR/JUDGE MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS ACTION WAIVER AND JURY TRIAL WAIVER IS A MATERIAL AND ESSENTIAL PART OF THIS AGREEMENT.

12. WAIVER

Thrifty's delay or waiver in enforcing any of the Terms & Conditions at any time shall not excuse future breaches by the Customer. Even if Thrifty delays in exercising any of its rights, it will not be prevented from exercising those rights at a later date.

13. PARTIAL INAPPLICABILITY

Should any term or condition in this agreement, or any portion thereof, be invalid or inapplicable, the balance of such terms and conditions shall govern.