



Since 1939

# CAYWOOD

## PROPANE GAS, INC.

[www.caywoodpropane.com](http://www.caywoodpropane.com)

## STANDARD TERMS AND CONDITIONS

THESE STANDARD TERMS AND CONDITIONS (THE "AGREEMENT") ARE A LEGAL CONTRACT. YOU BECOME A PARTY TO THIS AGREEMENT (AND ASSUME CONTRACTUAL OBLIGATIONS) BY TAKING SIMPLE ACTIONS SUCH AS REQUESTING OR ACCEPTING DELIVERY OF PROPANE, SERVICE OR EQUIPMENT FROM US, OR BY APPLYING FOR AN ACCOUNT OR CREDIT FROM US. SIMPLY PUT, THIS AGREEMENT MAY BE BINDING ON YOU EVEN IF YOU DO NOT SIGN ANYTHING. IT ALSO MAY BE AMENDED OR TERMINATED BY US AT ANY TIME WITHOUT NOTICE TO YOU.

PLEASE CAREFULLY READ THIS AGREEMENT. YOU COMMIT TO PERFORM CERTAIN ACTS THAT INCLUDE (BUT ARE NOT LIMITED TO) TIMELY PAYMENT OF INVOICES AND OBSERVANCE OF SAFETY OBLIGATIONS. YOU ALSO AGREE TO REFRAIN FROM CERTAIN ACTS SUCH AS VIOLATING SAFETY OBLIGATIONS OR FAILING TO TIMELY PAY INVOICES. YOU ALSO AGREE THAT CAYWOOD PROPANE GAS, INC. IS NOT LIABLE OR RESPONSIBLE FOR CERTAIN ACTS, OMISSIONS OR EVENTS.

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### PARTIES TO AGREEMENT; AMENDMENT AND TERMINATION

The parties to this Agreement are:

1. Caywood Propane Gas, Inc. (also called "we" or "us")
2. You, if you do any one or more of the following: (1) request or accept delivery of propane, service or equipment from us; (2) you pay for delivery of propane, service or equipment from us; (3) you permit propane or equipment obtained from us to remain on your property for more than thirty (30) calendar days after you have been given access to this Agreement; or (4) You apply for an account or credit or sign an agreement with us (an "Application").

For purposes of this Agreement, "you" includes any person or entity. If you includes more than one person or entity (for example, husband and wife, landlord and tenant, or an officer, director or employee of an entity such as a corporation), then you are both individually and collectively bound by this Agreement. Property includes any property that you own, rent or have a right to use.

We will try to make changes to this Agreement known to you and others, but we reserve the right to change or terminate this Agreement at any time without giving you any prior notice. We encourage you to ask us (by email or in writing) for the most current copy of this Agreement before you perform an act or omission that makes the Agreement, as amended, binding on you. The most current copy of

this Agreement is available for inspection on our website.

### SAFETY WARNING AND SAFETY OBLIGATIONS

**WARNING! PROPANE IS EXTREMELY FLAMMABLE, VAPOR AND LIQUID ARE COLORLESS. CONTACT WITH PROPANE WILL CAUSE FREEZE BURNS TO THE SKIN.** THE FACT THAT PROPANE BURNS MAKES IT A VERY USEFUL ENERGY SOURCE. HOWEVER, FOR THE SAME REASON, THE PROPANE AND ITS CONTAINER MUST BE TREATED WITH RESPECT. YOU MUST BE AWARE THAT PROPANE IS HEAVIER THAN AIR AND WITHOUT PROPER VENTILATION CAN COLLECT IN LOW PLACES LIKE BASEMENTS, PITS, ON THE FLOOR, ETC. LIKE ANY ENERGY EFFICIENT FUEL, IF IGNITED, PROPANE CAN CAUSE EXPLOSIONS OR FIRES WHICH COULD CAUSE SERIOUS INJURY OR DEATH. PROPANE HAS AN ODORANT ADDED WHICH, UNDER SOME CIRCUMSTANCES, MAY FADE OR NOT BE ABLE TO BE DETECTED BY SOME PEOPLE. HAVE YOUR PROPANE DELIVERY PERSON ALLOW YOU TO SMELL THE PROPANE AND REMEMBER THE ODOR. IF YOUR SENSE OF SMELL IS IMPAIRED, NOTIFY US. IF YOU SMELL PROPANE, OPEN WINDOWS AND DOORS TO INCREASE VENTILATION. DO NOT LIGHT MATCHES OR SMOKE. DO NOT OPERATE SWITCHES, ELECTRICAL APPLIANCES OR THERMOSTATS. DO NOT PROVIDE AN IGNITION SOURCE. GET EVERYONE OUT OF THE BUILDING. SHUT OFF THE PROPANE SUPPLY AT THE CONTAINER. CALL US AND/OR THE FIRE DEPARTMENT FROM YOUR NEIGHBOR'S PHONE IMMEDIATELY. DO NOT GO INTO THE BUILDING UNTIL WE OR THE FIRE DEPARTMENT HAVE RESOLVED THE SITUATION. SERVICE OR REPAIRS TO A PROPANE SYSTEM MUST BE DONE BY A TRAINED PROPANE SERVICE PERSON. DO NOT ATTEMPT REPAIRS.

**YOU ACKNOWLEDGE RECEIPT OF "DUTY TO WARN" INFORMATION ON PROPANE SAFETY. YOU ALSO ACKNOWLEDGE THAT YOU HAVE ACCESS TO OUR SAFETY MATERIALS AVAILABLE ON OUR WEBSITE AT WWW.CAYWOODPROPANE.COM, INCLUDING MATERIALS PREPARED BY THE PROPANE ENERGY RESEARCH COUNCIL ("PERC") AND INTERACTIVE SAFETY TRAINING MODULES PREPARED BY PERC AND MADE AVAILABLE BY US.**

You are responsible for safely storing and using propane. You must also read all safety warnings and operating instructions provided by us or anyone else in connection with the use of propane or provided with any equipment or appliances ("Instructions and Warnings"). If you do not understand the Instructions and Warnings, you should contact the person or entity that provided the Instructions and Warnings. You agree to follow all instructions and heed all the warnings in the Instructions and Warnings. You must make all employees, tenants, other residents, invitees or guests aware of the Instructions and Warnings and train any employee, tenant, other resident, invitee or guest who uses propane to use it in accordance with the Instructions and Warnings. You will be responsible for storing, maintaining and using the propane in accordance with all applicable laws, regulations, agency enforcement practices, and industry standards, including without limitation, any standards set forth by the National Fire Protection Association, the United States Department of Transportation and the American Society of Mechanical Engineers ("Industry Standards"). Your obligations to safely store and use Propane and related equipment and Propane systems, including applicable law, regulations, agency enforcement practices, the Instructions and Warnings and Industry Standards are sometimes referred to as your "Safety Obligations." **YOU AGREE THAT IN THE EVENT YOU OR ANY EMPLOYEE, TENANT, OTHER RESIDENT, INVITEE, GUEST OR TRESPASSER DOES NOT FOLLOW THE SAFETY OBLIGATIONS WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT OR OCCUR, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.**

### INTRODUCTION; RIGHT OF INSPECTION; CREDIT CHECK

We will deliver propane into the bulk tank that you either own or lease from us. If you lease a tank from us, you are subject to additional terms and conditions in our equipment lease with you. For the avoidance of doubt, the terms of the equipment lease are incorporated into these Standard Terms and Conditions. If you own your tank:

1. We reserve the right to inspect your external system for delivery of propane, including components such as your tank regulators and vents. We are not obligated to make this inspection. The purpose of the inspection is to determine whether your external system is safe and adequate for the storage of propane. Our inspection may include a leak test or a gas check.
2. We may require you to update or change your system to meet our safety standards. In addition, inspections, testing or repairs may be required by law, regulation, ordinance or Industry Standards.
3. We do not represent or warrant that your system is safe or adequate – only you can decide that.
4. You are responsible for the cost and completion of any updates, changes or related work. Your financial responsibility includes the cost of property repair (such as landscaping costs).

**YOU ARE SUBJECT TO A CREDIT CHECK UNLESS YOU SATISFY ALL THREE OF THE FOLLOWING CONDITIONS: (1) YOU OWN YOUR OWN TANK; (2) YOU ELECT THE CALL IN DELIVERY OPTION (UNLESS YOU PURCHASE PROPANE UNDER THE PRE-BUY PRICING OPTION); AND (3) YOU PAY FOR YOUR PROPANE DELIVERIES AND OTHER CHARGES USING THE PAYMENT IN ADVANCE PAYMENT OPTION. WE RESERVE THE RIGHT TO REFUSE, TERMINATE OR MODIFY CREDIT WITHOUT NOTICE AT ANY TIME AND FOR ANY REASON, OR FOR NO REASON AT ALL. YOU WILL BE NOTIFIED IF WE DENY CREDIT TO YOU ON THE BASIS OF A CREDIT REPORT PROVIDED TO US BY A CREDIT BUREAU.**

**WE ALSO MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS OR THIRD PARTIES THAT YOU HAVE AUTHORIZED US TO PROVIDE ACCOUNT INFORMATION TO. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS MAY BE REFLECTED IN YOUR CREDIT REPORT.**

**YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO CONDUCT BUSINESS WITH US. IF YOU ARE NOT EIGHTEEN (18)**



YEARS OF AGE AND CONDUCT BUSINESS WITH US WITHOUT TELLING US THAT YOU ARE UNDER EIGHTEEN (18) YEARS OF AGE, WE WILL HOLD YOU, YOUR PARENTS, GUARDIANS OR OTHER ADULT RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

#### DELIVERY OPTIONS

**WE ARE NOT RESPONSIBLE FOR ANY DAMAGES YOU MAY INCUR IF YOU RUN OUT OF PROPANE, INCLUDING FROZEN PIPES, DAMAGE TO BUILDINGS, OR INJURY TO OR DEATH OF PERSONS ON YOUR PROPERTY OR ANIMALS SUCH AS PETS, POULTRY AND LIVESTOCK. YOU ALSO MAY INCUR SPECIAL DELIVERY CHARGES, RE-ROUTING CHARGES AND ADDITIONAL COSTS FOR RETESTING YOUR SYSTEM.**

The Application that you submitted to us indicates whether you have elected to have propane delivered when you order it (we call this "will call" or "call in") or when we estimate that you need propane (we call this "keep full"):

1. **Will call or Call in Delivery Option.** We will not deliver propane to you until you request delivery. Deliveries must be requested by you and accepted by us before 3:00 PM of the business day before your standard delivery day that we assign to you. During peak delivery season it is possible that we will be unable to accept your delivery order even if you call us before 3:00 PM of the business day before your standard delivery day that we assign to you. To insure timely delivery, we strongly recommend that you call us and request delivery when your tank reaches 30% capacity. If you call after 3:00 PM of the business day before the standard delivery day that we assign to you, we may not be able to meet your schedule and we may impose additional delivery charges. You are responsible for monitoring your propane use and tracking the amount of propane available in your tank.
2. **Keep Full Delivery Option.** If you are approved for the Keep Full delivery option (or are required to use the Keep Full delivery option because you participate in a program that requires it), we will deliver propane to you when we believe that delivery is appropriate. We will use reasonable commercial efforts to keep your propane supply adequate, but make no representation that we will inspect your propane supply on a specific schedule. However, we will give you priority service if your supply is low or if you run out of propane, and we will not charge you an additional delivery charge, unless you refuse to allow us to fill your tank at any time or fail to notify us of a significant increase or decrease in your propane usage.

We have the right to determine when to fill your tank, and you are required to notify us in advance of any significant increase or decrease in propane usage. If you fail to notify us of any significant change in propane usage and, as a result, you require a special delivery of propane or run out of propane, we may impose a special delivery charge and/or charge you for retesting your propane system.

#### PAYMENT

These general terms and conditions apply to payment, regardless of your payment option:

1. **Billing Inquiries.** If you have questions about your bill, you should call or email us at the office as soon as possible, but in any event no later than the earliest of the date that payment is due or the date that you receive the invoice or statement. Unless we agree to make an adjustment as a result of your timely inquiry, you are responsible for all amounts charged to you on the invoice or statement.
2. **Timely Payment.** You agree to pay all amounts you owe us at the time you are required to pay. We will apply payments first to any interest, late payment or collection charges, and then to the oldest balance due. If you fail to pay us when payment is due, we may refuse to deliver propane to you until you pay your outstanding balance and pay in advance for future delivery, even if you lease a tank from us or use our Keep Full delivery option. We may also apply any amount we hold as a deposit against amounts you owe us, charge your credit or debit card on file with us, or initiate an electronic funds transfer from your checking account using the automated clearing house (ACH) payment system.
3. **Late Payment Charges.** If you do not pay all amounts you owe us at the time you are required to pay, we will charge you a late charge equal to one and one-half percent (1.5%) per month (or, if lower, the highest legal interest rate) of the amount past due if you have not paid for deliveries or other amounts billed to you for the first time on each statement (including late charges from preceding statements) by the date that is thirty (30) calendar days after the date shown on that statement. We will assess an additional late charge of one and one-half percent (1.5%) for each succeeding monthly billing date on which a past-due balance remains. You agree that late charges are payments due to us for liquidated damages. You also agree that you remain responsible for all charges, including late charges, for payments that are made on your behalf by third parties.
4. **Insufficient Funds Fees.** If your check, draft or electronic funds transfer is returned for insufficient funds, we will charge you thirty-five dollars (\$35) plus any insufficient funds fees imposed on us by a bank or payment processor for each attempt we make to cash your check or draft, or make an electronic funds transfer. You agree that insufficient funds fees are payments for liquidated damages.
5. **Other Charges.** Your payment for propane delivery and rented equipment may not include certain other charges such as installation and connection charges, if any, small delivery surcharges, if any, or special delivery charges, if any. Payment for these other charges is due and payable on the due date shown on your statement or on a separate statement or invoice if separately billed.

#### PAYMENT OPTIONS

There are three payment options: Cash Before Delivery, Statement Billing and Budget Billing. Statement Billing and Budget Billing are subject to

credit approval by us and may be discontinued in our discretion at any time for any reason or for no reason at all.

1. **Cash Before Delivery.** Cash Before Delivery is offered as part of our Pre-Buy pricing program described below. Cash Before Delivery also is your payment option unless other arrangements have been made and you are notified that you are accepted into one of the other alternative payment option programs. All tenants are required to purchase propane under the Cash Before Delivery option. We accept checks, cash, credit cards, debit cards or certified checks or money orders as part of Cash Before Delivery. Payments made by mail must be mailed at least seven (7) business days prior to the delivery of propane, or hand delivered to our office at least three (3) business days prior to delivery. Payments made by ACH or eCheck for Cash Before Delivery are strongly discouraged if you intend to take delivery of propane within fourteen (14) business days of submitting the payment. Credit card or debit card payments must be processed at least one (1) business day prior to delivery. We also will accept cash payment at the time of delivery (and before Propane is delivered into your tank), but only if we decide to do so in our sole discretion. If you elect to pay cash at the time of delivery and fail to pay cash at the time of delivery, you will be assessed a special delivery charge, even if we decide not to deliver any propane to you. Regardless of when payments are sent, we will not deliver propane to you unless your check, credit card, or debit card payment has been deposited, cleared, and applied to your account.
2. **Statement Billing.** Statement Billing is not available unless you apply for and receive approval from us for credit. If you are approved for Statement Billing, an invoice will be left at your home or place of business at the time of delivery. In addition, you will receive a Statement following the close of the month in which a delivery is made, or if you have an outstanding balance due to us. We must receive payment from you within fifteen (15) calendar days of the date of delivery. Payments received more than fifteen (15) calendar days after the date of delivery are subject to additional charges. For the avoidance of doubt, a payment is not "received" simply by being placed in a mailbox or other form of third party delivery. It must physically be received by us and credited to your account to be considered "received." Payments made by cash, check or ACH ("eCheck") within ten (10) calendar days of the date of delivery are eligible for a price discount. The price discount is made entirely in our discretion and may be discontinued at any time without notice. We also may, at our discretion and at any time, discontinue your Statement Billing arrangement and require you to pay using other methods and remove you from Keep Full status. For purposes of clarity, an "invoice" is the document left at your home or place of business at the time of delivery, or emailed to you if you elect eInvoicing. A "statement" is a summary of your account activity for a period, usually a month, that typically is delivered to you by regular mail or hand delivery.
3. **Budget Billing.** Budget Billing is available only at our discretion. If you are approved for Budget Billing you are required to participate in our Price-Cap Program and agree to pay the annual Price-Cap fee at the time it is due. If you are approved for Budget Billing and lease a tank from us, participation in the Price-Cap Program is included at no additional charge. If you are approved for Budget Billing, we will bill the same dollar amount each month based on the estimated gallons of propane that you will use and the estimated price for each gallon of propane that you will use. We will periodically review your account and compare the estimated dollar amount of Propane usage with the actual dollar amount of propane delivered to you. You are responsible for paying the actual dollar amount of propane delivered to you. We reserve the right to adjust your statements at any time based on new estimated volumes and prices. We also will re-compute your payment amounts on an annual basis for the next year by the amount that you overpaid or underpaid. We reserve the right to review your account and adjust your statement to reflect actual dollar usage at any time. All non-propane charges also will be billed to you on your monthly statement, in addition to the monthly amount you are billed for propane, and will be due and payable on the due date shown on the statement. We also may, at our discretion and at any time, discontinue your Budget Billing arrangement and require you to pay using other methods and remove you from Keep Full status.
4. **Certain Third Party Payments.** If charges to your account are paid for you by a third party, both you and the third party are subject to an additional administrative fee established by us from time to time. This fee reflects the additional administrative time, special invoicing and reimbursement delays inherent in such arrangements. This fee is in addition to, and not in lieu of, any other charges and assessments that may be made to your account for which both you and the third party may be responsible, including late fees, interest charges, costs of collection and actual attorneys' fees. This fee does not apply to the redemption of customer vouchers or payments made directly by third parties prior to delivery if no additional paperwork or submissions are required by the third party.

#### **CREDIT CARD, DEBIT CARD AND ECHECK AUTHORIZATION**

Unless you are under a Cash Before Delivery payment option that is not subject to credit approval, you will provide or have provided us with an American Express, Mastercard or Visa information. Alternatively, you will provide or have provided us with a bank account number, ABA number and any other information required for us to charge a bank account that you are legally authorized to access (an "eCheck"). You agree that the credit card, debit card or eCheck may be used by us as a guarantee of payment and authorize us to charge such account, without prior notice, if any amounts due from you to us become past due. You further agree to notify us in advance if your credit card has insufficient remaining credit (or your debit card or eCheck account has insufficient funds) for us to charge an amount equal to the average of your most recent two deliveries of propane from us. You also agree to update your credit card, debit card or eCheck information with us if you change banks or bank accounts, credit cards or a credit card, debit card or eCheck authorization on file with us expires.

#### **PROPANE PRICING OPTIONS**

**OUR PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. PRICES LISTED ON OUR WEBSITE OR PRINT, RADIO OR OTHER ADVERTISING MEDIA ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT BINDING ON US.**

We have three pricing options: Current Pricing, Pre-Buy Pricing, and Price-Cap Pricing. Price-Cap Pricing is not available unless you apply for and receive approval from us for credit. Price-Cap Pricing may be revoked if payment is not received by us within fifteen (15) calendar days of delivery. Current Pricing also is subject to credit approval unless you elect Cash Before Delivery as a payment option. Pre-Buy Pricing is not subject to credit approval (unless you lease a tank from us) because it is a Cash Before Delivery payment option.

1. **Current Pricing.** We establish daily pricing on a per gallon basis. Our price does not include applicable taxes, including sales taxes.



Our Current Price requires a minimum delivery of two hundred fifty (250) gallons and is subject to upward adjustment if you take delivery of less than two hundred fifty gallons. The upward price adjustment is based on the number of gallons that are delivered to you. Current Pricing also requires that you accept delivery on a mutually agreed to date. Because our Current Price is subject to change at any time without notice, you may be subject to a new Current Price if you change or cancel your delivery date.

- 2. Pre-Buy Pricing.** We establish a fixed price per gallon that requires payment in full, including sales tax, within ten (10) calendar days of you signing the Pre-Buy Program Agreement. Pre-Buy Pricing requires a minimum purchase of five hundred (500) gallons. Delivery typically must be made between September 1 and April 30, but may vary from year to year. Pre-Buy Pricing requires the Keep Full delivery option. Payment also is non-refundable. Any unused portion of your Pre-Buy Pricing gallons will be credited to your account to be applied to future propane purchases from us at our then current prices and terms. The purchase window for Pre-Buy Pricing generally is during the summer preceding the heating season during which you will take delivery. The start and end dates for the purchase window may vary from year to year. Pre-Buy prices are subject to change without notice. That means that the Pre-Buy price we offer before or after you purchase Pre-Buy gallons might be either higher or lower than your purchase price.
- 3. Pre-Buy Market Protection.** We establish a price per gallon that requires payment in full, including sales tax, within ten (10) calendar days of you signing the Pre-Buy Market Protection Agreement. Unlike Pre-Buy Pricing, which is a fixed price for the heating season, Pre-Buy Market Protection pricing is made at the lower of our Current Price or the Pre-Buy Market Protection Cap. Pre-Buy Market Protection requires a minimum purchase of five hundred (500) gallons. Delivery typically must be made between September 1 and April 30, but may vary from year to year. Pre-Buy Market Protection requires the Keep Full delivery option. Payment also is non-refundable. Any unused portion of your Pre-Buy Market Protection gallons will be credited to your account to be applied to future propane purchases from us at our then current prices and terms. The purchase window for Pre-Buy Market Protection generally is during the summer preceding the heating season during which you will take delivery. The start and end dates for the purchase window may vary from year to year. Pre-Buy Market Protection prices are subject to change without notice. That means that the Pre-Buy Market Protection price we offer before or after you purchase Pre-Buy Market Protection gallons might be either higher or lower than your purchase price.
- 4. Price-Cap Pricing.** We establish a price per gallon cap for the gallons you purchase for the upcoming winter. Price-Cap Pricing requires the payment of an up-front, non-refundable, one time fee within ten (10) calendar days of signing the Price-Cap Program Agreement. This fee is waived for leased tank customers, but all other terms of Price-Cap Pricing, including the terms of the Price-Cap Agreement, apply to lease tank customers and are incorporated into this Agreement by reference. Price-Cap Pricing requires a minimum purchase of five hundred (500) gallons during the heating season designated in the Price-Cap Program Agreement, which typically runs between September 1 and April 30. Purchases in excess of five hundred (500) gallons may be subject to an additional charge. Price-Cap Pricing may be delivered under either the Keep Full or the Call-In delivery option and requires a minimum delivery of two hundred fifty (250) gallons. The Price-Cap price is subject to upward adjustment if you take delivery of less than two hundred fifty gallons. Price-Cap Pricing also is subject to additional charges such as leak test charges if you run out of gas. Payment for all Price-Cap deliveries must be made within fifteen (15) calendar days. Failure to pay for Price-Cap gallons within fifteen (15) calendar days will result in a termination of Price-Cap Pricing and all future deliveries will be made at Current Pricing rates. For the avoidance of doubt, failure to pay for Price-Cap Pricing within the allowable time includes the failure of any third party to make the payment or provide assistance on your behalf. We may, at our discretion, refuse participation in the Price-Cap Program to any customer who receives, plans to receive or has benefited from payments made on their behalf or other assistance from any third party on the basis of our judgment (made in our sole discretion) that payment is not likely to be timely made. In addition, any Price-Cap Pricing delivery not paid within thirty (30) calendar days will be subject to additional charges and additional action as outlined in this Agreement.
- 5. Early Payment Discount.** From time to time we may offer early payment discounts to certain customers and pricing programs. These discounts are published on our website and are subject to change or withdrawal at any time. We currently offer an early payment discount of \$0.06/gallon for payments made within ten (10) calendar days of delivery for customers enrolled in the Price-Cap Program or customers subject to Current Pricing. The early payment discount is not available to customers in our Pre-Buy Program or our Budget Billing Program. The early payment discount also is available only if payment is made by cash, check or eCheck. The early payment discount is not available for payment made by credit or debit card.

## EQUIPMENT

**YOU ARE RESPONSIBLE FOR YOUR EQUIPMENT (YOUR EQUIPMENT INCLUDES EQUIPMENT THAT SOMEBODY ELSE OWNS UNLESS WE OWN IT AND LEASE IT TO YOU), AND YOU ARE RESPONSIBLE FOR NOTIFYING US OF ANY WORK OF ANY NATURE REGARDLESS OF WHETHER YOU OWN THE EQUIPMENT, WE OWN THE EQUIPMENT, OR SOMEBODY ELSE OWNS THE EQUIPMENT. YOU REPRESENT AND WARRANT THAT EITHER YOU OR YOUR LANDLORD OWN ANY EQUIPMENT THAT IS NOT PROVIDED OR LEASED TO YOU BY US.**

**DISTURBING OUR EQUIPMENT MAY BE A CRIMINAL VIOLATION. APPLICABLE OHIO, INDIANA AND MICHIGAN LAW PROHIBIT THE TRANSFER OF PROPANE OR ANY OTHER GAS, LIQUID OR COMPOUND INTO OR OUT OF OUR TANK WITHOUT OUR WRITTEN PERMISSION. APPLICABLE OHIO, INDIANA AND MICHIGAN LAW ALSO PROHIBITS ANY PERSON OR ENTITY FROM DEFACING, ERACING, OBLITERATING, COVERING UP OR OTHERWISE CONCEALING OUR NAME, MARK, INITIAL, LOGO, OR DEVICE MARKED ON THE SURFACE OF OUR TANKS OR EQUIPMENT.**

- 1. Your Equipment Responsibility.** You are solely responsible for any equipment that you own, or that somebody else owns (unless we own it and lease it to you), including the inspection and maintenance of all piping, equipment and/or appliances, which are downstream of any regulator that is owned by us. If you also own the Tank, you are solely responsible for the inspection or maintenance of the entire propane system. You also will not move, open or tamper with the propane system in any manner.
- 2. Our equipment.** Only our authorized personnel are permitted to install, remove, alter, move, work on, repair, change or otherwise tamper with or do anything to any equipment provided or owned by us, including Tanks, lines, regulators or any other equipment of any kind. Only our authorized personnel are permitted to transfer propane (or any other gas or compound) out of or into any equipment



provided or owned by us. You and any and all other third parties are not permitted to install, remove, alter, move, work on, repair, change or otherwise tamper with or do anything to any equipment provided or owned by us, including Tanks, lines, regulators or any other equipment of any kind. You and any and all other third parties are not permitted to transfer propane (or any other gas or compound) out of or into any equipment provided or owned by us. For the avoidance of doubt, a transfer out of our equipment includes a tie line or any other connection through a regulator or line or any other connection even if the net result is that propane in our tank or equipment flows into your propane system or any third parties propane system for consumption on your premises.

3. **Your notification responsibility.** Whether you rent or own your tank, it is your duty to inform us about all work of any nature on any part of your propane system and/or other related appliances. Your duty includes, but is not limited to: repair, removal, installation, adjustment, modification, maintenance and/or service of any part of the propane system and/or related appliances. You understand and agree that we have no obligation to inspect or maintain any equipment that we have not committed in writing by an authorized officer to inspect or maintain. If you need to move the propane system or any part of the propane system, you must call us to provide this service for you. There may be a charge for this service.
4. **New Customer Inspection and repair.** We will perform an installation review before delivering propane to a new customer and at any other times as that we determine in our discretion. You will not be charged for the installation review, but you are responsible for any other costs. For example, if we discover a leak or other unsatisfactory condition during our installation review, you must have the identified problem corrected at your expense – including labor charges for the additional time that we spend on site or any return trips that we may be required to make to insure that your system is in working order. We are not responsible for undiscovered defects in materials, equipment or appliances on your premises.
5. **Ongoing Service.** We may perform maintenance, repair, testing or inspection services for you from time to time. These services may result in a cost to you at our then current rates.
6. **Leak Tests, Gas Checks and Other Tests.** All new customers (including customers who own their own tanks) and all customers who run out of gas are subject to an internal and external leak test or gas check. If you are subject to an internal and external leak test or gas check:
  - a. You must be present at the time of the internal and external leak test because we need access to your home to perform the internal portion of the leak test, which includes access to restore service to your appliances.
  - b. If you are not present when we arrive, we will perform an external leak test and may, at our sole discretion, deliver propane to your tank, but we will lock and “tag” your tank with a notice that the propane system may not be unlocked and used until we are able to perform an internal leak test or gas check. Only we can unlock your tank once it is locked.
  - c. You consent to our technician taking photographs of your system for our safety records, including tanks, appliances and lines.
  - d. You may be charged for your leak test or gas check unless you are on the Keep Full delivery option and you run out of gas during the filling season, which runs from September 1 through April 30 of each calendar year. If you are on the Keep Full delivery option and refuse to allow us to fill your tank at any time, or fail to notify us of a significant increase or decrease in your propane usage, then you also may be subject to a charge for your leak test or gas check.
  - e. If you have an appointment for a leak test or gas check and are not present when we arrive during the service window indicated on our service order form, you will be subject to an additional charge (even if you are a Keep Full delivery customer) when we come back to unlock your tank and complete our leak test or gas check.
7. **Your equipment may not be safe, even if we inspect it.** During our installation review or other maintenance, repair, testing or inspection service performed by us, we will use our reasonable commercial efforts to determine problems with your propane system. However, not all problems can be detected and some problems may develop later. You must notify us at the time of inspection of any hidden, known or suspected defects. You must follow the Safety Obligations and Industry Standards at all times and visually inspect your propane system (even parts of the system that you may not own) and equipment from time to time for signs of damage or wear, and notify us if you detect any problems. We will not inspect your appliances or equipment, and we make no representations and warranties to you as to whether your appliances or equipment are in a safe condition, unless expressly stated in a writing signed by one of our officers. We undertake no responsibility for the continuing maintenance or inspection of your propane system. We have no responsibility or liability for any part of your propane system not specifically described in writing at the time service is performed.
8. **New Propane system installation.** Prior to installing a new propane system, you should ask us to specify where your propane system should be located. You must install or have the propane system installed at the location we specify. You may not move, open or tamper with the propane system in any manner after it is installed. If you need to move the propane system or any part of the propane system, you must call us to provide this service for you. We may charge you to move your system once we have installed it. All installation requests are subject to applicable Safety Obligations and Industry Standards.

## **AUTOGAS**

**ACCESS TO AND USE OF THE PROPANE DISPENSERS AT OUR AUTOGAS SITE IS A LICENSE THAT MAY BE GRANTED, WITHHELD, MODIFIED OR REVOKED BY US AT ANY TIME WITH OUR WITHOUT NOTICE AND FOR ANY REASON OR NO REASON AT ALL. THESE AUTOGAS TERMS AND CONDITIONS ARE IN ADDITION TO ALL OF THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT.**

1. **Your Vehicle Responsibility.** You are responsible for all propane-powered motor vehicles that you may fill at our site. You agree, and represent and warrant, that any propane-powered motor vehicles that you fill at our site have been, are and will be installed, repaired, maintain, filled or otherwise serviced in a manner compliant with applicable law and regulations, including the liquefied petroleum gas code, known as NFPA 58. You also agree, represent and warrant that you have familiarity with general Safety Obligations and Industry Standards as they related to propane and as those terms are used in this Agreement.
2. **Authorized Drivers.** You and any of your drivers must be authorized by us to dispense Autogas at our site. You and all of your drivers authorized to dispense Autogas at our site must have completed appropriate Autogas dispenser training that satisfies the requirements of applicable law and regulations, including NFPA 58. You must provide us with appropriate, signed certificates for you and each authorized driver that enables us to verify that training. Drivers who have not completed appropriate Autogas dispenser training or who do not have an



appropriate, signed certificate must either: (i) complete internal training provided by you and then provide an appropriate signed certificate; (ii) complete training provided by an appropriate third party and then provide an appropriate, signed certificate; or (iii) review our Autogas training materials and successfully complete our Autogas training assessment. No driver will be provided credentials to access our site until their training is completed and we have received an appropriate, signed certificate. **THE DETERMINATION OF WHETHER TRAINING IS APPROPRIATE AND WHETHER A CERTIFICATE IS APPROPRIATE IS MADE BY US IN OUR SOLE DISCRETION. HOWEVER, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE ADEQUACY OF TRAINING PROVIDED TO YOU OR YOUR DRIVERS FOR THE SAFE AND LEGAL DISPENSING AND USE OF AUTOGAS. ONLY YOU AND YOUR DRIVERS CAN MAKE THAT DETERMINATION.**

3. **Change in Authorized Drivers.** You agree to immediately notify us of any changes in drivers authorized by you. You remain responsible for any past use or continued use of or access to our Autogas site by authorized drivers, even after you have removed them from your authorized driver list.
4. **Confidentiality and Protection of Driver Credentials.** You agree that: (i) no authorized driver will share their access credentials with any other person, including other authorized drivers; (ii) all authorized drivers have been advised not to share their access credentials with any other person, including other authorized drivers; and (iii) you and each authorized driver are responsible for any civil or other legal liability for failure to protect the confidentiality of driver credentials.

### **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all services, including propane delivery, maintenance, inspection, testing and repair, and to all property and equipment.

1. **Access to Property.** Our representatives may enter your property at the address indicated on your Application (the "Property") (even if you are not present) for the purpose of making deliveries of propane, for gaining access to equipment into which propane is delivered, for repairs and maintenance, for installing or removing property belonging to us, for investigating the cause of any fire or accident and for any other purpose related to the equipment, products or services that we provide. We may refuse to provide equipment, products or services if we believe that we cannot safely provide equipment, products or services because of conditions on or approaching your Property, including unsafe road conditions, dangerous animals or locked gates. You agree to maintain the property in a condition so that the weight of our vehicles and equipment will not damage your driveway or yard, and agree not to hold us responsible for any damage. You agree to provide ingress and egress to the equipment. You agree not to erect structures, fences or other improvements and not to plant or grow trees or shrubs that restrict access to the equipment or violate Safety Obligations or Industry Standards.
2. **Monitoring your Property During Your Absence.** If you leave your Property during the heating season or if your Property is not continually occupied (such as a vacation home), you must have someone check your Property daily or otherwise monitor the Property with an alarm system to be sure that the heat is on. Power outages, a propane system failure or running out of propane can cause your Property to be without heat. We are not responsible for losses caused by your failure to have your Property adequately monitored during your absence.
3. **Termination of Service.** Service may be terminated under this Agreement without cause by either you or us by delivering written notice fourteen (14) calendar days prior to termination unless you lease a tank from us, in which case the terms of the lease agreement regarding notice control. You may also terminate service by calling us fourteen (14) calendar days prior to termination, unless you lease a tank from us, in which case the terms of the lease agreement regarding notice control. If you fail to perform any of your obligations under this Agreement or if we, in our discretion, believe any part of your propane system may not be safe, we may, at our option, immediately suspend service until you cure the default or unsafe condition or may terminate service under this Agreement. If you fail to make payment in accordance with our payment terms, or fail to perform any of your other obligations, or if you no longer occupy or use the Property, we may terminate service without prior notice. In addition, service will terminate without notice to you at our option upon the institution of any proceeding alleging that you are insolvent or unable to pay your debts, or on your death or dissolution, or if you take action to go out of business.
4. **Effect of Termination.** If Service is terminated, in addition to any other remedies we may have, we may adjust or disconnect the equipment to stop withdrawal of propane from any tank, pick up any rented or leased equipment and repossess and dispose of any propane left in the tank. You will be charged a "Tank Pick-Up Charge" and other applicable charges as set forth in the terms of your lease or as established by us as described in the Pricing section of this Agreement. We do not provide a refund for propane remaining in the tank, if any, and you agree that any propane that remains in the tank becomes our property and constitutes an additional fee as part of our pick up any rented equipment. If you are a Budget Billing customer, we will review your account. If you have used more propane than the estimated amount, you must pay us for the shortfall. If you have used less propane than the estimated amount, we will, at our option, either refund the overpayment to you or use the overpayment to reduce other amounts you owe us. If you are terminating service because of the sale or other disposition of your home, or if you are a tenant moving from your home, and you have a credit balance with us, the credit balance should be sold by you to the purchaser or the property or the landlord, as the case may be. The credit balance then will become the property of the purchaser or the landlord. If the purchaser refuses to sign a lease with us, we will reduce the credit on your account by the Tank Pick-Up Charge and other applicable charges as set forth in the terms of your lease or as established by us as described in the Pricing section of this Agreement. A credit balance remaining then may be used by the purchaser for future propane deliveries. We will remove our tank from the purchaser's property once the tank is empty and the credit balance is exhausted. You will be responsible for paying all amounts you owe us under this Agreement, even after termination. The Safety Obligations, Payment provisions in paragraphs two (2) through five (5), Equipment provisions in paragraph one (1) and paragraph five (5), and General Terms and Conditions in paragraphs five through thirteen (13), paragraph twenty-one (21) and paragraphs twenty-three (23) and twenty-four (24) survive the termination of this Agreement.
5. **Payment of Taxes, Losses and Collection Costs.** You are responsible for paying any taxes, including personal property, sale or use

taxes attributable to the propane and any rented equipment. You are also responsible for paying for all loss or damage to rented equipment or propane owned by us, except for damage to the rented equipment resulting from ordinary wear and tear. The cost of maintenance and repair of rented equipment as a result of ordinary wear and tear will be borne by us. If inspection, testing or repairs are required by applicable laws, you must pay for all such work and for all costs associated with such work, including landscaping costs, if any. You must pay all costs we incur to enforce any of the provisions of this Agreement, including actual attorneys' fees. For the avoidance of doubt, actual attorneys' fees include such attorneys' out-of-pocket expenses and actual fees billed. Such amounts are often greater than the "reasonable attorneys' fees" charges imposed by courts.

6. **INDEMNIFICATION; HOLD HARMLESS.** YOU WILL INDEMNIFY US AND HOLD US, OUR SHAREHOLDERS, OUR OFFICERS, OUR EMPLOYEES, OUR AGENTS AND OUR OTHER REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITIES AND JUDGMENTS (INCLUDING ALL EXPENSES OF LITIGATION AND REASONABLE ATTORNEYS' FEES), INDEMNITY CLAIMS INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGES TO ANY PROPERTY (INCLUDING ANIMALS) (COLLECTIVELY, "INDEMNITY CLAIMS") TO THE EXTENT THAT SUCH INDEMNITY CLAIMS ARE CAUSED BY THE NEGLIGENCE OR THE WILLFUL ACTS OR OMISSIONS OF YOU OR YOUR GUESTS, INVITEES, TRESPASSERS, FAMILY MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS AND/OR ANIMALS OR BY THE FAILURE TO FOLLOW YOUR OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, ANY LEASE AGREEMENT, PRE-BUY AGREEMENT, PRICE-CAP AGREEMENT OR ANY OTHER AGREEMENT THAT YOU HAVE WITH US.
7. **Your Representations and Warranties.** You warrant, represent and covenant with us that you: (a) will perform and observe all obligations under this Agreement, any written equipment lease and any written pricing agreement; (b) all of the information you provided us in your Application is true, correct, complete and contains no material misstatement or omission of fact or information; and (c) have the requisite authority and approvals If you are an entity such as a corporation, partnership, or limited liability company, to enter into this Agreement, any written equipment lease or any written pricing agreement.
8. **Limited Warranty, Disclaimer.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NONINFRINGEMENT, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPANE OR EQUIPMENT. WE EXPRESSLY DISCLAIM AND EXCLUDE ALL SUCH REPRESENTATIONS AND WARRANTIES AND DO NOT PERMIT ANYONE, INCLUDING OUR EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF. ALL EQUIPMENT OR PRODUCT, USED OR NEW, IS PROVIDED "AS IS."
9. **Limitations of Liability.** YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INCREASED COSTS OF OPERATION. WE WILL ALSO NOT BE LIABLE FOR PUNITIVE, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR IF WE WERE TOLD THEY WERE POSSIBLE. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY. OUR LIABILITY FOR LANDSCAPING DAMAGE DURING INSTALLATION, DISCONNECTION OR DELIVERY SHALL NOT EXCEED THE REASONABLE COST OF GRADING AND REPLACING LANDSCAPING AND IN NO EVENT SHALL EXCEED ONE HUNDRED DOLLARS (\$100).
10. **Amendment.** We may amend this Agreement at any time without notice to you. If you continue to use the propane, use the rented equipment or pay for our service after any amendment has become effective, you agree to the amendment.
11. **Sale of Property.** If you own the Property where propane is delivered or rented equipment is installed, you must give us thirty (30) calendar days prior notice in writing or call us before you sell the Property.
12. **Landlord.** If you are a landlord and are renting out the Property where propane is delivered or rented equipment is installed, you must inform any and all tenants of the presence of propane-operated appliances or other equipment on the premises. You must notify us in writing at least thirty (30) calendar days prior to a change in occupancy. You must supply us with the current tenant's name, telephone number and the date on which he or she plans to take possession of the Property. You must also supply thirty (30) calendar days advance written notice to us and to any tenants of any installation, service, repair or removal of Propane lines or equipment. If your tenant leaves the Property, you will be responsible for any propane used after the tenant has given up possession. You also agree to the terms of any equipment lease that we may have with your tenant and the terms of such equipment lease are incorporated into these Standard Terms and Conditions by reference as if fully written into these Standard Terms and Conditions. All tenants, regardless of credit-worthiness, are required to conduct business with us on a Cash Before Delivery basis. You are jointly and severally responsible with your tenants for any amounts due to us from the tenant. In addition, if there is a leased tank on your property, you are responsible for notifying tenants that our leased tank is subject to a lease that they must become a party to (unless you elect to be solely responsible for their propane bills), subject to these Standard Terms and Conditions and may be serviced and supplied only by us.
13. **Tenant.** If you are a tenant, and you rent or have some other right to use the Property where propane is in use, you acknowledge the presence of propane operated appliances on the Property. You must supply us with your landlord's name, address and telephone number. You must notify us in writing at least thirty (30) calendar days prior to the date on which you plan to surrender possession. You must also supply thirty (30) calendar days advance written notice to us and to the landlord of any installation, service, repair or removal of propane lines or equipment.
14. **Privacy Policy and Website Terms of Use.** Our Website Terms of Use, Privacy Policy and Security ("Terms of Use") are published on our website at [www.caywoodpropane.com](http://www.caywoodpropane.com). Our Terms of Use, like this Agreement, are subject to change at any time without notice to you. By virtue of using our website, you do so subject to our Terms of Use. Our Terms of Use are available for inspection on our website at any time by simply scrolling to the bottom of any page and clicking "Website Terms of Use, Privacy Policy and Security."
15. **Waiver.** Our waiver or delay of enforcement of any of our rights under this Agreement shall not prevent us from enforcing those rights at a later date and shall not constitute a waiver of any subsequent breach of this Agreement by you.
16. **Severability.** If any provision of this Agreement is found invalid, the rest of this Agreement will remain enforceable.





17. **Entire Agreement.** This Agreement, together with your Application, our Privacy Policy and Website Terms of Use, any lease agreement any written agreements signed between us that are limited to pricing and cover the current period, or any delivery order placed by you to us on our website constitute the entire agreement between us. **No employee, representative or agent has any authority to vary the terms of this Agreement.**
18. **Costs and Expenses.** You agree to pay all of our costs and expenses, including actual attorneys' fees and expenses, incurred in connection with the enforcement of this Agreement or any equipment lease. Costs and expenses include our actual attorneys' fees and legal expenses even if there is not a lawsuit, including actual attorneys' fees and expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, or any post-judgment collection services. You will also pay all court costs and any additional fees as may be directed by the Court.
19. **Acts Beyond Our Control.** We will not be responsible for any delay; failure of performance; loss or damage due to fire, explosion, power blackout, earthquake, flood or weather elements; strike; labor disputes; embargo; civil or military authority; war; acts of God; acts of our carriers or suppliers or other carriers or suppliers (including shortages, carrier or supplier allocations or pipeline allocations); acts of terrorism; acts of governmental agencies; or other causes beyond our reasonable control. We will have no obligation to purchase propane for delivery and sale under this Agreement from others in order to replace propane which is not available due to circumstances beyond our control. We also have the right to alter the timing or amount of propane delivered to you as a result of acts beyond our reasonable control, up to and including delivery of no propane at all.
20. **Notices from Us Not Required.** While you agree that we are not required to provide notices to you under this Agreement, if we choose to provide notice to you under this Agreement it will be made either by mailing notice to you using regular mail or third party delivery, email, or making a general notification on our website or other print, voice or electronic media generally available to the public. Notices provided by you to us must be made by certified mail, return receipt requested to: Owners, Caywood Propane Gas, Inc., 14660 Hudson Road, Hudson, Michigan 49247.
21. **Mailbox Rule Not in Effect for Payments or Communications Sent by You.** For the avoidance of doubt, a payment or agreement is not received by us just because it is deposited for delivery with the U.S. Postal Service or any other common carrier or third party carrier. "Receipt" is deemed to occur only when received by us and acknowledged to you in writing or notation is made by us in our customer relationship management system provided by Propane Management Systems or our database maintained by a third party.
22. **Assignment.** You may not assign your rights or obligations under this Agreement to any other party. We may assign our rights and obligations under this Agreement at any time without notice to you.
23. **Governing Law; Jurisdiction and Venue.** This Agreement and all services performed under this Agreement are governed by the law of the State of Michigan, without regard to choice of law rules. Any disputes or legal actions of any kind brought under this Agreement, or any equipment lease agreement, Pre-Buy Pricing Agreement, Price-Cap Pricing Agreement or Delivery Order or any other actual or alleged agreement shall be brought in the Courts of the State of Michigan located in Branch County. You consent to the removal of any action brought in any other forum to the jurisdiction of the State of Michigan and the Courts in Branch County, even if you later move and are no longer in our service area, or if we choose to change our service area.
24. **Electronic Signature.** BY TYPING YOUR NAME OR BY CHECKING A BOX ON ANY SUBMISSION FORM AGREEING TO BE BOUND BY THE TERMS OF ANY DOCUMENT, AND SUBMITTING ANY DOCUMENTS THAT WE MAKE AVAILABLE TO YOU OR TO OTHER CUSTOMERS, YOU ARE EXECUTING AND ADOPTING YOUR PRINTED NAME AS AN "ELECTRONIC SIGNATURE" UNDER THE MICHIGAN UNIFORM ELECTRONIC TRANSACTIONS ACT, THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, AND OTHER APPLICABLE LAWS. YOU AGREE TO CONDUCT TRANSACTIONS ELECTRONICALLY WITH CAYWOOD PROPANE GAS, INC. AND UNDERSTAND THAT YOUR "ELECTRONIC SIGNATURE" CREATES LEGALLY BINDING CONTRACTS AND IS THE SAME AS SIGNING A CONTRACT BY HAND.