

COASTAL ENERGY CORPORATION
LPG TERMS AND CONDITIONS AGREEMENT/ PURCHASE ORDER

The following provisions are adopted by and added into the Sales Contract and Bill of Lading of Coastal Energy (Seller), which are incorporated herein by reference. If there is any discrepancy between the documents then the terms of the Sales Contract shall be controlling unless otherwise specifically stated in the documents listed herein. The Terms herein apply at all times any such Buyer is doing business with Seller. The terms hereof are binding upon the parties absent written objection within 24 hours of receipt hereof; provided, however, that in the event any product is moved hereunder, the terms hereof will be definitively deemed to have been accepted by the parties.

Transaction Procedure:

- a) Should the Parties come to an agreement regarding a transaction, the Seller or Buyer shall record that agreement on a Sales Contract/Confirmation and communicate such Confirmation by email, fax and/or written notice–Notice.
- b) Seller will sell to Buyer and Buyer will purchase from Seller that quantity of Product set out in a Confirmation. Buyer shall pay to Seller the price of the Products in accordance with the terms and conditions of this Agreement and / or the Confirmed Sales Contract.
- c) A Confirmation will be evidence of acceptance of an offer and will legally bind Parties with respect to such transaction. Seller may re-issue a Confirmation to correct any manifest error promptly identified by Buyer, without invalidating a transaction.
- d) A Confirmation may confirm more than one transaction.
- e) It is imperative that proper procedures are followed to ensure the correct pricing and supply. Therefore, all CEC Confirmations/Contracts will be emailed and/or faxed as directed herein or in the Confirmation/Contract. All contracts will have contract numbers (#'s) or release/lift numbers (#'s) for transportation companies to use, in order to ensure all products under contract are pulled at the agreed upon prices and amounts. Any loads not loaded under the correct contract release/lift number will be invoiced either the daily rack pricing or the price associated with any lift/release number listed in the Confirmation/Contract. If Buyer requests a subsequent change in the BOL pricing to another release/lift number, then any and all BOL changes requested, starting January 9, 2023, will incur a \$50 administrative fee, per each BOL change request, to account for crediting and re-invoicing.
- f) The Parties acknowledge that their agreement will not be binding until the exchange and execution of the Confirmation, the passage of the Confirmation deadline without objection from the receiving Party, or upon Buyer taking delivery of Product from Seller.
- g) If there is any conflict between the Confirmation and these General Terms and Conditions, the Confirmation will prevail.
- h) The Contract sale is firm once confirmed. If buyer fails to accept delivery or fails to accept the full amount of delivery, Buyer will still be invoiced for the full agreed upon amount.
- i) Any amounts not received by Buyer due to Buyer's failure to pull said amounts or refusal to receive said amounts will be held by Seller and Seller shall charge a holding/storage fee for same at the amount of \$.01 per gallon per month of product stored, until said amounts are received by Buyer with said amounts and fees rolling over every month.
- j) Notwithstanding anything to the contrary herein, the volumes referred to in any contract / confirmation are considered to be fully guaranteed contracted volumes. Meaning, residual volumes will be "brought to zero" and not carried forward to be bought in additional months. There will, likewise, be no overpulls of the volume on contracts and if a Buyer does overpull their volume, there will a charge of rack price for additional products pulled.
- k) It is possible that customers may have overlapping contracts. Therefore, more than one lift number may be out there. It is the customers responsibility to ensure the proper number is used by a carrier and pay the related pricing or pay the fee to change.

1. Symbols

Private symbols, if used, designate the items, properties or grades such as seller has supplied in previous contracts under such symbols and not necessarily items, properties, or grades defined by official standards.

2. Seller's Liability

Seller shall not be liable in damages for failure or delay in deliveries due to strike, fire, governmental action, acts of god, or other causes beyond reasonable control. Seller shall use best efforts to make delivery proportionate to production in such cases. Seller's liability for damages under this contract shall not exceed the difference between contract price and market value, based upon Wholesale Market Value for Willow Springs, Missouri, on date when seller was first in default. Seller shall not be liable for consequential damages.

a) The Seller warrants that all Product sold shall meet all product specifications agreed to by the Parties and good title to all Product delivered hereunder and warrants that such Product shall be free from all royalties, liens, and encumbrances.

i. Seller's sole liability and Buyer's exclusive remedy for a breach of warranty is expressly limited, to

A. replacement of the non-conforming Product.

ii. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT ALL WARRANTIES IN RESPECT OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE PRODUCT, WHETHER EXPRESS OR IMPLIED (INCLUDING WARRANTIES IMPOSED BY STATUTE), ARE HEREBY EXCLUDED AND DISCLAIMED BY SELLER.

3. Credit

The right is reserved by the seller to limit or withdraw the credit terms under this contract as to undelivered goods; and to require as a condition precedent for subsequent shipments, a confirmed banker's credit for the price of the shipments. The buyer's failure to furnish such credit within 10 days after demand will constitute a total breach of this contract.

4. Shipping Instructions

If shipping instructions are not included in the Sales Contract or Bill of Lading then the buyer agrees to give shipping instructions for all goods covered by this contract sufficiently in advance of the delivery date provided for here or specified in the shipping instructions, to permit the seller in the ordinary course of business to make delivery on or before the stated delivery date. If extension of delivery date is agreed to in writing by the seller, the buyer agrees to pay interest monthly at the rate of six percent per year for the period of such extension. When the terms 'prompt' or 'at once' appear on the contract to denote delivery, they shall be deemed to require delivery within 30 days from contract date. Buyer and Seller both will comply with all applicable Federal, State, local and regulatory shipping requirements for safety, storage and transport.

5. Buyer's Default

The seller need not ship or tender delivery until after shipping instructions have been received, and need make no request for such instructions. If instructions are received as to all or any portion of the goods after the period allowed by the contract, the seller may at seller's option comply with such instructions or refuse to do so. If seller complies with these instructions the buyer agrees to pay interest at the rate of six percent per year for the period that buyer has been in default, and all storage charges or other expenses incurred by the seller on account of such delay. If no instructions are received from the buyer within the period provided by the contract and the seller announces that no further deliveries will be made, or the buyer

announces that no further deliveries will be received, the seller may recover damages calculated on prices prevailing at the date of the buyer's first default or the price of the contract, whichever is greater. Should Buyer's default on the terms of this agreement, Seller may sue and collect damages for Buyer's default, including any consequential damages due to Buyer's

default. Seller will be able to collect attorney fees and costs for any proceeding instituted to collect damages due to Buyer's default.

6. Claims

No claims or returns shall be made after the product is delivered as inspection should be performed at the time of delivery, except that if the product is delivered into storage then any complaint should be made within (24) twenty-four hours of delivery. Failure to make claims as stated herein shall constitute a waiver of any and all claims.

7. Delivery

Acceptance by railroad or other carrier shall constitute legal delivery, subject to the right of the buyer to specify such carrier. Legal delivery may also be effected by mutual consent by transfer of title to the goods at a warehouse or other storage, without actual shipment.

If Seller is delivering the product itself then delivery will occur upon the direct transfer of the product to Buyer or the signing of the Bill of Lading by Buyer upon complete delivery. Buyer agrees to have an agent authorized to inspect and sign for the product and upon said signing for the product, delivery shall be completed. If seller is dropping a trailer of product then the Buyer will receive delivery of the product upon the dropping of the trailer. Buyer will then act as a consignee as to the trailer. As Consignee, Buyer will assume all risk to damage or loss of any kind to the trailer and its contents and agrees to assume risk of any damage to any property caused by the trailer or its contents. Buyer agrees to have an agent authorized to inspect and sign for the product and trailer and upon said signing for the product and trailer, delivery shall be completed.

If Buyer takes delivery of the product into its own truck, trailer or leased vehicle, then Buyer understands that Seller will not add its product to any container that already contains some other product unless the product is the same product from Seller. Seller will clean out the container for Buyer and then deliver Seller's product into said container but Seller will then be allowed to charge Buyer and hourly rate and charge fee, to be determined by each specific occurrence and what cleaning actually has to be performed. Should Buyer have any questions regarding these costs then Buyer should contact Seller prior to said cleaning out of the container being performed. Otherwise, Buyer agrees to pay said costs.

Should Buyer refuse to accept delivery of proper product then Buyer shall be deemed to be in default and Seller may cancel any remaining portion of the contract and/ or start legal remedies against Buyer.

- a) Odorization and Inspection. Unless otherwise mutually agreed by the Parties in writing, all Propane delivered hereunder shall be stencched by Seller during the loading of Propane onto each equipment utilizing ethyl mercaptan or other appropriate malodorants (the "**Odorant**"). Propane delivered pursuant to this Agreement shall meet the minimum standards applicable on the date of delivery as stated in both the Department of Transportation ("**DOT**") Code of Federal Regulations, 49 CFR §173.315(b)(1), or any successor or related regulations, and the state and local requirements of the state where the stenching is performed.
- b) **BUYER OR ITS CARRIER, ON BEHALF OF BUYER, AS APPLICABLE, WILL INSPECT THE PROPANE FOR ODORANT AND DETERMINE IF IT IS PROPERLY ODORIZED BY AN INDUSTRY ACCEPTED TEST UTILIZING INDUSTRY ACCEPTED STANDARDS PRIOR TO EXITING THE TERMINAL. BUYER WILL NOT, AND WILL CAUSE ITS CARRIERS TO NOT TAKE ANY PROPANE WHICH IT OR ITS CARRIER DETERMINES, OR SHOULD HAVE DETERMINED, OR HAS REASON TO BELIEVE, IS NOT ODORIZED OR NOT SUFFICIENTLY ODORIZED. AS BETWEEN BUYER AND SELLER, IN THE EVENT BUYER OR ITS CARRIER, AS APPLICABLE, FAILS TO INSPECT OR PROPERLY INSPECT FOR ODORANT OR FAILS TO IDENTIFY THAT THE PROPANE HAS NOT BE PROPERLY ODORIZED, THEN THE PROPANE SHALL BE DEEMED TO BE PROPERLY ODORIZED FOR ALL INSTANCES IN THIS AGREEMENT OR ANY OTHER LEGAL REQUIREMENTS. SELLER HAS NO RESPONSIBILITY TO MONITOR THE PROPANE OR TAKE ANY ACTION AFTER**

DELIVERY TO BUYER OR ITS CARRIER TO ENSURE THAT THE PROPANE REMAINS PROPERLY ODORIZED.

- c) Certification. Prior to transporting any Propane from a terminal, Buyer or its carrier, on behalf of Buyer, as
- d) applicable, will certify on the loading documents that
- i. the listed materials are properly classified, described, packaged, marked and labeled and in proper condition for transportation according to the applicable DOT regulations as well as the applicable state and local laws, rules or regulations;
 - ii. the equipment utilized for shipment is a proper transportation container, according to the applicable DOT regulations as well as any applicable state and local laws, rules or regulation and
 - iii. the delivered Propane meets the applicable Environmental Protection Agency and the American Society for Testing and Materials standards for the time and place of loading.
- e) **Propane Education and Research Council (PERC)** – The Buyer shall be responsible for the payment of all applicable federal and state propane education fees, including without limitation Propane Education and Research Council (PERC) assessment fees on shipments of odorized propane into the United States and any applicable state fees for imports among states. Unless the Parties agree otherwise in writing:
- i. if the Buyer is the importer of record, the Buyer shall pay such fees directly to the PERC Council and/or to the state authorities and shall provide evidence of such payment to the Seller upon request; or
 - ii. if the Seller is the importer of record, the Buyer shall pay such fees to the Seller.

8. Risk of Loss

After the merchandise or product has been delivered, all risk of loss or damage is assumed by the buyer, including the risk of loss for a trailer consignment if that is applicable, as described above. Buyer understands that nothing should be added to the product purchased from Seller, as irreparable damage to the product and/or Seller's or Buyer's equipment could result if certain substances or things are added to the product. Buyer assumes all risk to the product once the product is delivered and Seller is not responsible for any damage subsequent to delivery, including damage from Buyer adding a substance or thing to the product resulting in damage to the product, other equipment, or any other damages resulting therefrom or after delivery. By receiving said product, Buyer is agreeing to all conditions set forth in this paragraph and document and further acknowledges Buyer's understanding and agreement to each term.

9. Governing Law

The terms of this Sales Contract and/ or Terms and Conditions shall be governed and construed by the laws of the State of Missouri.

10. Disputes

Any disputes arising from the Sales Contract and/ or Terms and Conditions that require legal action to resolve, shall be filed in the State of Missouri and there shall be no arbitration unless agreed to in writing by both parties.

11. Government Action

Prices on any undelivered portion of this contract are subject to any increase due to government action and to the extent that any present or future federal or state legislation or administrative order affects the seller's costs. Deliveries also may be modified to the extent necessitated by any such government action, legislation, tax or order affecting production or supply.

12. Shipments.

Shipments shall be F.O.B. common carrier, storage or ex-warehouse, or if prepaid by the seller, or delivered by the seller's

own truck, the cost of delivery to the buyer shall be charged for on the invoice as a separate item or as contracted.

13. Payment Terms

Payment shall be made through electronic transfer of funds (ETF) unless otherwise stated in the sales contract or herein. Maximum terms of payment shall be set at 10 days from the date of invoice; it is anticipated that if payment is made after 10 days then the payment shall include interest at the rate of 6% per year; interest at 6% per year accrues on all amounts unpaid after 10 days. Should payment not be made within ten days of the invoice, Buyer will be deemed to be in default and Seller may cancel any remaining portions of the contract and/ or pursue legal remedies against Buyer.

14. Invoices

Invoices shall be issued in a timely manner.

15. Non-enforcement and Waiver

Failure of either party at any time to require performance of any of the terms, conditions, or provisions of this contract shall in no way affect any right after that time to enforce this contract or any part of it, nor shall the waiver of any breach of this contract or any term, condition, or provision of this contract be deemed a waiver of any succeeding breach.

16. Transferability

This contract is not transferable without the written consent of the seller.

17. Pricing

Pricing shall be as listed in the Sales Contract, which is attached hereto and incorporated herein by reference. Buyer shall pay all taxes on the product and shipping fees unless otherwise stated.

18. Additional Conditions

Any additional conditions or specifications applying to this agreement/ order must be stated on the face of this order or in the Sales Contract. Any modifications to this order or the Sales Contract must be made in writing and signed by both parties.

19. Severability

Should any clause or portion of a clause be determined by a court of competent jurisdiction or other binding authority, to be unenforceable, then that clause or that portion of the clause shall be severed from this agreement but the remaining portions of that clause and/ or this agreement shall remain in full force and effect.

19. Indemnification

Buyer and Seller both agree to indemnify the other party, its employees, officers, agents, insurers, and parent and affiliated corporations from and against any and all claims, liabilities, losses, costs, consequential damages, and expenses of any nature whatsoever, in any way arising from or relating to: (1) its performance of this Agreement/ Purchase Order, including

manufacturing, loading, delivery, unloading or possession of the subject goods; (2) any breach of any term or requirement of this Agreement/ Purchase Order; (3) the presence of its employees, agents, or subcontractors on the Seller's or Buyer's premises. Either party may request the other to provide proof of insurance regarding indemnification or otherwise and the other party will supply proof of same within two days.

20. Notices

Any notices which need to be delivered to either party shall be sent in person or certified mail to the address listed in the Sales Contract and/or via facsimile to the fax numbers listed in the Sales Contract. It is each party's responsibility to update the other party of any change of address or fax number. The date of the notice shall be either the date of delivery of the notice if delivered in person, the date of receipt by certified mail or the date of the fax if the receipt of facsimile transmission is provided.

21. Miscellaneous

The rights to this agreement may not be assigned without the expressed written permission of each party. These terms and conditions shall be binding upon and inure to the benefit of each of the parties hereto and their respective permitted assigns.

The headings listed herein are for nomenclature purposes only and shall not provide any rights or duties under the agreement.

22. Products

Product Specifications – All Product delivered under this Agreement will comply with specifications in the following order (with (a) having the highest priority and (c) the lowest):

the specifications described in the Confirmation, if any;

the specifications described in the attached Specifications schedule, if any; and

the specifications that were previously delivered to the Buyer by the Seller, if any.

For greater certainty, in the event of a conflict, the specifications described in the Confirmation shall govern. If no specifications have been provided, then all Product delivered under this Agreement will comply with standard industry specifications that apply to such Product, as such standards exist from time to time.

Measurement of Product Quantity – The quantity of Product delivered will be measured at the location where the Product is loaded into the transportation equipment, using standard industry practice at the time of measurement,

in the case of delivery into railcars, by means of the railcar's gauging device and applicable outage tables;

in the case of delivery into tank trucks, by means of a weigh scale or metering device at Seller's option; and

in the case of delivery into pipelines or storage facilities, by meter or other mutually accepted method or device.

Unless otherwise specified in the Confirmation or unless otherwise required by legislation at the receipt or delivery location (as applicable), all volumetric measurements contemplated herein will be corrected for temperature to:

(i) 60°F when measured in Imperial or United States units; and

(ii) 15°C when measured in metric or Système Internationale units.

23. Taxes

Taxes, Assessments, and Duties – With the exception of income taxes or any other taxes imposed on Seller's profits, any

tax, duty, charge, royalty, contribution, fee, or other amount (collectively referred to as the “**Amounts**”), now or hereafter imposed or collected by or for the benefit of any governmental or public body or agency with regard to, in connection with or as a result of the supply or sale of Products shall be paid by Buyer or, at the discretion of Seller, Seller may impose a

surcharge on each unit of Product delivered or sold hereunder to offset, ratably among Seller’s customers, any such amounts, and Buyer shall pay the said surcharge to Seller, in addition to any amounts otherwise payable by Buyer hereunder.

Notwithstanding any other provision in this Agreement, in the United States, Buyer shall not utilize non-taxable product for taxable use. Buyer shall be liable for penalty imposed by a governmental authority for utilizing non- taxable product for taxable use.

24. Insurance

1. Both Parties shall carry and maintain insurance coverage from companies licensed to provide insurance services in the province or state where the services are to be performed and with an A.M. Best’s Insurance, or equivalent, Rating of A- or better, or as otherwise accepted in writing by the other Party, and with minimum limits and terms and conditions as set forth in the following:
 - a) employers’ liability insurance covering each employee of the Party engaged in providing services in an amount of not less than \$5,000,000 for each such employee that is not covered by applicable workers’ compensation disability benefits or unemployment or employment compensation law or similar law;
 - b) commercial general liability insurance (excluding aircraft and watercraft) for an inclusive limit of not less than \$10,000,000 (this limit may be satisfied through the use of a combination of Commercial General Liability Insurance and various layers of full follow form Umbrella and Excess Liability Insurance) per occurrence, for bodily injury to persons including death, or damage to or destruction of property (including loss of use);
 - c) automobile liability insurance covering all owned and non-owned and/or leased automobiles operated or used by the Operator in connection with the services providing minimum coverage of \$2,000,000 for injury, death, and property damage for each accident (if applicable);
 - d) sudden and accidental pollution liability insurance covering third party bodily injury or property damage caused by a spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of pollutants resulting from the services, on a claims made basis for a limit of not less than \$5,000,000 per each loss and in the aggregate for the policy period.
2. The insurance provided by both Parties pursuant to Section 1 hereof shall be provided in accordance with the following terms and conditions:
 - a) all policies of insurance, where permissible by law, shall include the other Party as an additional insured party under the terms of this Agreement;
 - b) all policies shall provide that the insurer shall provide thirty (30) Days written notice to the other Party prior to the cancellation or non-renewal of any such policies;
 - i. all deductibles contained in the policies of insurance carried by the insured (or its Service Provider, as the case may be) shall be for the sole account of the insured (or its Service Provider, as the case may be); and
 - ii. the policies of insurance referred to in Section 1 hereof relating to liability shall specifically by their wording or by endorsement, provide a waiver of subrogation in favor of the other Party.
 - iii. Each Party shall provide the other Party with evidence of such insurance having been obtained in the form of a certificate of insurance, listing the other Party as additional insured, and that the insurer shall endeavor to provide thirty (30) Days written notice to that Party prior to the cancellation of any such policy.
3. Either Party shall upon request provide proof to the satisfaction of the other Party that adequate insurance is in place.

4. Both Parties acknowledge and agree that neither Party is insuring the Product or property of the other Party.
5. Buyer agrees to procure and maintain and cause its carriers to procure and maintain insurance coverage
 - (a) in compliance with the requirements of the laws and regulations of the jurisdiction(s) in which delivery of the Product will occur with respect to the receipt of Product hereunder and/or any activities related thereto and
 - (b) in compliance with the requirements of any loading facilities at which delivery of the Product will occur.
6. Either Party shall have the right to self-insure the risks covered in this Schedule C to the extent allowed by applicable laws. If a Party elects to self-insure, it shall: 1) provide the other Party with written notice of its intent to self-insure accompanied with written details of its self-insurance program; 2) maintain a tangible net worth (as shown by its most recent financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars (\$100,000,000.00), and 3) maintain an "Investment Grade" financial rating by Moody's or Standard and Poors or an equivalent rating service.

25. Confidentiality; Non-disclosure.

(a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Seller that is provided, whether in oral or written form, to the Buyer in connection with the purchase and sale of Product hereunder, and includes, without limitation, pricing and payment terms, supplier contact and identifying information, customer contact(s) and identifying information, current and anticipated supply requirements, banking and other financial information, including account information. Confidential Information also includes "Personal Information" that identifies, relates to, describes is capable of being associated with or could reasonably be linked, directly or indirectly, with a particular individual or household and includes, without limitation, identifiers such as real name, IP address, account name, postal address, and commercial information such as records of products purchased, internet or other electronic network activity information or professional or employment-related information. Confidential Information shall not include any information which: (i) was received in good faith by Buyer from any third party without breach of any obligations of confidentiality; (ii) was independently developed (without access to or use of any Confidential Information of Seller) by an employee or agent of Buyer; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) Non-Disclosure. Buyer shall (i) treat as confidential and protect from unauthorized disclosure all Confidential Information made available to it or any of its affiliates, employees, agents or representatives; (ii) not retain, use or disclose Confidential Information for any purpose other than in connection with the performance of this Contract; (iii) limit access to only those employees, agents, representatives, contractors and third parties to whom it is necessary to disclose the Confidential Information in furtherance of the transaction(s) contemplated herein; provided, however, that such

persons and entities are bound by confidentiality and non-disclosure obligations at least as protective as those contained in this Contract; (iv) use commercially reasonable security procedures and practices that are reasonably designed to maintain an industry-standard level of security and prevent unauthorized access to and/or disclosure of Confidential Information; and (v) notify Seller immediately in the event of an unauthorized disclosure or loss of any Confidential Information.