

1. Acceptance. Buyer's order for the product ("Product") described on individual Sales Acknowledgments or under any other contract or agreement between Buyer and Seller (collectively, the "Contract") is accepted only on the terms and conditions set forth herein. THE TRANSACTION WHICH IS THE SUBJECT OF THE CONTRACT IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN. BUYER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH HEREIN CONSTITUTE THE ONLY TERMS AND CONDITIONS GOVERNING THE CONTRACT. BUYER'S ACCEPTANCE OF DELIVERY OF PRODUCT SHALL CONSTITUTE BUYER'S UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN. ANY TERMS AND CONDITIONS SET FORTH IN THE CONTRACT OR OTHER DOCUMENTS WHICH CONFLICT WITH, ARE IN ADDITION TO, OR ARE DIFFERENT FROM THOSE CONTAINED HEREIN SHALL BE DEEMED MATERIAL AND ARE HEREBY EXPRESSLY OBJECTED TO AND REJECTED. THE CONTRACT SHALL NOT OPERATE AS A REJECTION OF BUYER'S ORDER UNLESS IT CONTAINS VARIANCES IN THE DESCRIPTION, QUANTITY, PRICING, OR DELIVERY SCHEDULE OF THE PRODUCT. Any prior course of dealing, trade usage, or verbal agreement not reduced to writing and signed by Seller, to the extent it modifies, adds to, amends, or conflicts with the Contract, shall not be binding on Seller.

2. Risk of Loss; Title.

a. If Product is delivered by Seller to Buyer's designated location, title to and risk of loss of the Product shall pass from Seller to Buyer as follows: (i) in the case of delivery of liquid Product by waterborne vessels or trucks, immediately before the Product passes out of Seller's (or Seller's agent's) delivering lines and into Buyer's (or Buyer's agent's) receiving lines so that Buyer shall have title to and bear the risk of loss of any Product spilled during delivery from Seller's (or Seller's agent's) delivering lines into Buyer's (or Buyer's agent's) receiving lines; (ii) in the case of delivery of liquid Product by rail cars, immediately after the delivering rail cars containing the Product are actually placed on Buyer's (or Buyer's agent's) designated railroad tracks or are placed within Buyer's (or Buyer's agent's) possession or control, whichever occurs first.

b. If Product is delivered by Seller to Buyer at the location of Seller's designated supply point, title to and risk of loss of the

Product shall pass from Seller to Buyer as follows: (i) in case of delivery of liquid Product by waterborne vessel or trucks, immediately before the Product passes out of Seller's (or Seller's agent's) delivering lines and into Buyer's (or Buyer's agent's) receiving lines so that Buyer shall have title to and bear the risk of loss of any Product spilled during delivery from Seller's (or Seller's agent's) delivering lines into Buyer's (or Buyer's agent's) receiving lines; (ii) in the case of delivery of liquid Product into Buyer's (or Buyer's agent's) rail cars, immediately after the Product has been delivered into Buyer's (or Buyer's agent's) rail cars, so that Seller shall have title to and bear the risk of loss of any Product spilled during delivery into Buyer's (or Buyer's agent's) rail cars.

In the event of any conflict between the terms in this Section 2 and the terms on the Contract, the terms in this Section 2 shall be controlling.

3. Rail Car Unloading; Preparation and Return.

When Product is shipped by rail car, Buyer shall be responsible for: (a) unloading the rail car; (b) carrying out all required rail car preparations and inspections; (c) releasing the rail car to the serving railroad; and (d) preparing all required bills of lading, certifications and associated documentation and formalities relating to the return of the rail car for transportation. Buyer shall comply with all applicable laws, rules, and regulations in performing such activities.

4. Delivery Dates. Seller will use its best efforts to accomplish delivery by the specified delivery date(s), if any. Seller will not be liable for any expenses or damages incurred as a result of actual delivery after such specified date(s) if Seller is unable to obtain sufficient Product to fulfill Buyer's order for any reason beyond Seller's control. Seller shall have the right to reduce the quantity of Product to be delivered to Buyer hereunder in accordance with any plan by Seller for rationing or allocating Product among Seller's customers as Seller may deem reasonable without any liability to Buyer for such reduction of deliveries hereunder. Any special transportation routing request made by Buyer shall be in writing. Any increase in transportation costs resulting from a change in routing made at Buyer's request shall be paid by Buyer.

5. Force Majeure. The parties shall be excused from the performance of any obligation hereunder when such nonperformance is directly or indirectly caused by or contributed to by any events or occurrences constituting force majeure. In such event, the quantity of Product so affected shall be eliminated from this sale

without liability to Seller, but this transaction shall otherwise remain unaffected. The following events shall be considered events of force majeure: (a) any acts of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, severe weather, accident, embargo or other casualty; (b) any interruption of Seller's supply of Product, whether from a delay in transportation, any inadequacy, shortage, or failure of Seller's source of supply of Product, or otherwise; (c) any equipment failures or breakdowns; (d) any labor trouble from whatever cause arising; (e) any nonperformance by the parties hereunder resulting from, arising out of, or relating to computer related problems or defects or other hardware, software, or firmware problems or defects; or (f) without limiting the foregoing, any circumstances whatsoever beyond the reasonable control of the parties.

6. Multiple Deliveries. If the Contract provides for multiple deliveries over a period of time, Buyer shall give Seller reasonable notice as to the desired quantities and scheduling of deliveries, and if Buyer shall fail during any period to order the quantity of Product set forth on the reverse side hereof or on any attachment hereto, then Seller may at its option cancel the remainder of the Contract without suffering any liability to Buyer as a result of such cancellation.

7. Demurrage. Unless expressly provided otherwise in the Contract, Buyer shall be solely responsible for any and all demurrage and detention charges incurred in connection with the loading and unloading of Product pursuant to the terms and conditions of the Contract.

8. Renewable Fuel Standard. The provisions of this Section 8 shall apply only if and to the extent that the Product is subject to the renewable fuel standard as set forth in 40 C.F.R. Part 80, and specifically section 80.1400 *et. seq.* (the "RFS"). Seller agrees to transfer to Buyer the quantity of unassigned RINs, owned by Seller and generated in the year specified, in accordance with the terms of the Contract. Seller shall provide Buyer with a certificate or other documentation evidencing the transfer of RINs upon transfer of title as provided herein. In performing its obligations hereunder, each party shall comply with the Renewable Fuel Standard. Seller and Buyer confirm that each has registered with the U.S. Environmental Protection Agency ("EPA") pursuant to the Renewable Fuel Standard Regulations, and in particular pursuant to 40 C.F.R. § 80.1450, and has received an EPA issued company identification number. Further, Seller and Buyer acknowledge that registration under 40 C.F.R. § 80.1450 and the subsequent

issuance of an EPA company identification number is required and necessary prior to engaging in any transaction involving RINs.

9. Compliance with Laws. If, and to the extent, Buyer loads, unloads or ships hazardous materials (as listed in the Tables of 49 C.F.R. 172.101 and 172.102 as amended from time to time) pursuant to the Contract, Buyer hereby warrants that all hazardous materials shall be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable federal, state, and local laws, rules and regulations regarding the handling and transportation of hazardous materials and Buyer shall indemnify and defend Seller from all liability, of whatever nature, to which Seller may become subject as a result of Buyer's failure to comply therewith.

10. Odorization (Liquified Petroleum Gas). Buyer and Seller have agreed that liquified petroleum gas ("Propane") delivered hereunder will be odorized by Seller at or before delivery by the addition of ethyl mercaptan in the ration of approximately one and one-half (1.50) pounds per 10,000 gallons. Some suggest that the odor of ethyl mercaptan can fade in certain circumstances and you may not smell a gas leak. You may consider installing one or more propane gas detectors in accordance with manufacturer's instructions. Buyer acknowledges receipt of a Manufacturer's Safety Data Sheet (MSDS) for the Propane and ethyl mercaptan.

11. Payment. Payment for Product shall be made in U.S. Dollars. If Seller shall at any time deem itself insecure in light of Buyer's total obligations to Seller, then Seller may, at its sole discretion, demand different terms of payment, or may demand that Buyer provide adequate security, in form and amount acceptable to Seller, for payment of such obligations. Seller may, upon making any such demand, suspend shipments or deliveries to Buyer under the Contract. If Buyer fails to agree to such different terms of payment or fails to give adequate security, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of Buyer's order which has not been fully performed. Failure of Buyer to pay any invoice for Product in accordance with the terms of the Contract shall constitute a material breach of contract by Buyer, permitting Seller, at its option, to: (a) suspend deliveries to Buyer under the Contract until such breach is cured, or (b) cancel all future deliveries to Buyer under the Contract. Seller's election to suspend deliveries shall not preclude Seller from subsequently canceling all future deliveries to Buyer under the Contract. ANY SUCH DEMANDS, SUSPENSIONS, OR CANCELLATIONS MAY BE MADE VERBALLY OR IN WRITING AT SELLER'S OPTION, AND BUYER WAIVES WRITTEN NOTICE OF ANY SUCH DEMAND, SUSPENSION OR CANCELLATION. Invoices not paid when due shall have a late

charge equal to the lesser of 1.5% per month or the maximum rate allowed by law. Buyer shall pay all costs of collection, including reasonable attorneys' fees, incurred by Seller in collecting any payment or other amounts for which Buyer is liable under the Contract.

12. Right of Set-off. In the event of a breach of the terms and conditions of the Contract, Seller is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and after five (5) days prior written notice to Buyer, to set-off and apply any and all amounts at any time held by the Seller on behalf of the Buyer and all indebtedness at any time owing by Seller to Buyer against any and all of the obligations including, but not limited to, payment for the Product now or hereafter existing.

13. Inspection; Disagreements. Buyer shall inspect the Product within three days of delivery. Buyer's failure to give written notice to Seller of any alleged defects in such Product or any failure of such Product to meet the specifications attached hereto shall constitute an irrevocable and unqualified acceptance of such Product and a waiver by Buyer of all claims with respect to such delivery. If Buyer and Seller disagree as to whether the Product is defective or meets the specifications attached hereto, Buyer shall hire a neutral lab approved by Seller to analyze the Product, with costs shared equally between Buyer and Seller. If the neutral lab determines that the Product is defective or does not meet the specifications attached hereto, Buyer and Seller shall work together in good faith to resolve the discrepancy at minimum cost to Seller.

14. Limited Warranty. The sole quality specification for the Products shall be those contained in the Contract. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER. THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXCLUDED.

15. Limitations of Remedies and Liability. SELLER'S SOLE LIABILITY TO BUYER ARISING OUT OF OR IN CONNECTION WITH THIS, AND BUYER'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, SHALL BE LIMITED SOLELY TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE OR NONCONFORMING PRODUCT, A CREDIT TO BUYER OF THE VALUE OF THE DEFECTIVE OR NONCONFORMING PRODUCT, OR A REFUND OF THE

PURCHASE PRICE, AT SELLER'S OPTION. THE PRECEDING SENTENCE SHALL NOT APPLY TO SELLER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, UNDER ANY CIRCUMSTANCES, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCT) OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING UNDER THE CONTRACT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, EXPIRATION, OR CANCELLATION OF THE CONTRACT, HOWEVER ARISING. NEITHER PARTY SHALL SUFFER ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER WHERE SUCH FAILURE IS DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY ANY EVENTS OR OCCURRENCES CONSTITUTING FORCE MAJEURE (AS SET FORTH IN SECTION 5 HEREOF).

16. Assumption of Risk. Buyer represents it is familiar with the Product and the characteristics thereof, and subject to Section 14 herein, assumes all risks whatsoever resulting from Buyer's and its customer's handling, storage, sales, transportation, use, misuse or disposal of Product, whether used singly or in combination with other substances or in any process, and Buyer shall indemnify and defend Seller against any and all liability occurring from or arising therefrom.

17. Default on Fixed Forward Contracts.

a. This Section 17 applies solely when the Contract to which these Terms and Conditions of Sale apply or are incorporated is a "Forward Contract" as defined in Section 101(25) of Title 11 of Chapter 11 of the United States Code (the "Bankruptcy Code"). The occurrence of any of the following with respect to Forward Contracts shall constitute an "Event of Default": (i) the Buyer's failure to pay when due any amount owing hereunder and such failure continues for more than 3 business days following receipt of notice describing such failure; (ii) the Buyer's failure to provide performance assurance in accordance with the Contract; (iii) the Buyer's failure to perform any obligation set forth in this Section 17; (iv) failure on the part of Buyer to purchase at any delivery point 100% of the contracted volume (unless Buyer's failure to purchase is due to force majeure or Seller's failure to deliver Product); (v) the Buyer's failure to perform any other obligation hereunder and such failure continues for more than 10 business days following receipt of notice

describing such failure; (vi) the occurrence of a default, event of default or other similar condition or event (however described) in respect of Buyer's obligations under one or more agreements or instruments with Seller or Seller's affiliates relating to the purchase and sale of Product (or derivatives thereof) that entitles Seller to terminate same; (vii) Buyer or any guarantor of Buyer's obligations hereunder becomes insolvent; files a voluntary petition for relief under the Bankruptcy Code; institutes or has instituted against it a proceeding (including an involuntary petition under the Bankruptcy Code) seeking a judgment of insolvency or bankruptcy; or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights.

b. Upon and during the continuance of an Event of Default with respect to Buyer, Seller shall have the right, in addition to any other remedies available under the Contract or at law or in equity, to (i) immediately suspend its performance of its obligations hereunder; (ii) apply the proceeds from or otherwise realize upon any performance assurance provided by Buyer; and/or (iii) on at least 1 but no more than 20 days' notice to Buyer designate a day to be the "Early Termination Date". On the Early Termination Date, all delivery obligations of Seller hereunder shall terminate, and Seller will determine the "Close-out Value" of the Contract and provide notice thereof to Buyer.

c. For purposes of the Contract, "Close-out Value" means an amount that Seller reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with the termination of the Contract, including any loss of bargain, cost of funding, or, at the election of Seller but without duplication, loss or cost incurred as a result of Seller terminating, liquidating, obtaining or re-establishing any related trading position (or any gain resulting from any of them). Seller may (but need not) determine the Close-out Value by reference to quotations of relevant prices from one or more leading dealers in the relevant markets.

d. If the Close-out Value is negative, Seller shall be obligated to pay Buyer the Close-out Value (net of any amounts owing between the parties in connection with the Contract as at the Early Termination Date). If the Close-out Value is positive, Buyer shall be obligated to pay Seller the Close-out Value (net of any amounts owing between the parties in connection with the Contract as at the Early Termination Date). The party owing the Close-out Value shall be obligated to pay the Close-out Value to the other party on or before the 3rd business day following the receipt of notice by Buyer of the amount of the Close-out Value. At its sole option and without prior notice to Buyer, Seller may set-off any Close-out Value (net of any amounts owing between the parties in connection with

the Contract as at the Early Termination Date) owed to Buyer against any amount(s) payable by Buyer to Seller or any of Seller's affiliates under any other agreement or arrangement.

e. Nothing in this Section will be construed to waive Seller's legal or equitable rights or remedies.

f. The parties hereby agree that it is their mutual intent that the Contract, if applicable, (a) be an "eligible financial contract" for the purposes of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, the *Winding-up and Restructuring Act*, R.S.C. 1985, c.W-11, as amended, and the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended, and (b) a "Forward Contract" as defined in the US bankruptcy code.

18. Indemnification. Buyer shall defend, indemnify, and hold harmless Seller, its officers, directors, shareholders, employees, representatives, agents, successors, and assigns, from and against any and all liabilities, obligations, (including, without limitation, liabilities or obligations relating to any violation of any environmental laws, rules, or regulations by Buyer or its officers, directors, shareholders, employees, agents, or representatives), claims, demands, losses, damages (including, without limitation, incidental or consequential damages or lost profits), suits, actions, liens, costs, expenses (including attorneys' fees), fines, penalties, or charges of any nature whatsoever (collectively, "Damages") imposed on, asserted against, or incurred by Seller as a result of (a) any violation of any law, ordinance, rule, or regulation by Buyer or its officers, directors, shareholders, employees, agents, customers, representatives, successors, assigns, or invitees; (b) death, personal injury, property damage, or any other injury, damage, or claim arising out of the transportation, storage, handling, use, or disposal of the Product by Buyer, or its employees, agents, representatives, customers, or invitees; or (c) Buyer's breach or nonperformance of the Contract. Buyer's obligations under this Section 18 shall survive the termination, expiration, or cancellation of the Contract.

Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, shareholders, employees, representatives, agents, successors, and assigns, from and against any and all liabilities, obligations, (including, without limitation, liabilities or obligations relating to any violation of any environmental laws, rules, or regulations by Seller or its officers, directors, shareholders, employees, agents, or representatives), claims, demands, losses, damages (including, without limitation, incidental or consequential damages or lost profits), suits, actions, liens, costs, expenses (including attorneys' fees), fines, penalties, or charges of any nature whatsoever (collectively,

"Damages") imposed on, asserted against, or incurred by Buyer as a result of (a) any violation of any law, ordinance, rule, or regulation by Seller or its officers, directors, shareholders, employees, agents, customers, representatives, successors, assigns, or invitees; (b) death, personal injury, property damage, or any other injury, damage, or claim arising out of the transportation, storage, handling, use, or disposal of the Product by Seller, or its employees, agents, representatives, customers, or invitees; or (c) Seller's breach or nonperformance of the Contract. Seller's obligations under this Section 18 shall survive the termination, expiration, or cancellation of the Contract.

19. Environmental Releases. As between Seller and Buyer, Buyer shall be responsible for and shall clean up all releases that occur after the title to the Product has been transferred to Buyer hereunder pursuant to applicable governmental standards and agency directives.

20. Applicable Law; Venue. This transaction and the rights and obligations hereunder shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to Wisconsin choice of law principles. Any action concerning this transaction, whether brought under tort, contract, or statutory theories, brought by Buyer shall be brought exclusively in the Federal District Court for the Western District of the State of Wisconsin or State courts located in the County of La Crosse, Wisconsin, and Buyer consents to the venue and jurisdiction of such courts and waives any objection to venue, including alleged inconvenience.

21. Assignment. Buyer shall not assign or transfer any of its rights, duties, or obligations hereunder, without the prior written consent of Seller which shall not be unreasonably withheld.

22. No Waiver. The waiver or failure of Seller to exercise in any respect any right provided for hereunder shall not be deemed a waiver of any further right hereunder or under any future transaction.

23. Entire Agreement. The Contract constitutes the entire agreement between Buyer and Seller and may be modified only by a signed written instrument signed by both Buyer and Seller. If Buyer has submitted a purchase order to Seller, such purchase order and any subsequent purchase orders modifying Buyer's original purchase order shall continue to be subject only to the terms and conditions of the Contract.

24. Notices. Notice sent by telegram, facsimile, or registered or certified mail properly addressed to the party to whom such notice is given shall be deemed sufficient.

25. Taxes. Unless otherwise provided on the front of this form, Buyer shall pay all taxes and charges of whatever nature assessed upon or relating to the Product. Any of said taxes, charges, or duties which are paid by Seller shall be reimbursed to Seller by Buyer.

26. Attorney's Fees. In the event Buyer brings an action at law or in equity against Seller for breach of the Contract, or to enforce or interpret any provision of the Contract, and Seller contests such action

and Seller ultimately prevails in such action (whether by virtue of a final judgment or by virtue of a settlement in Seller's favor), then Buyer shall reimburse Seller for all costs (including attorney's fees, costs, and expenses) incurred by Seller in defending or settling such action. In the event Buyer breaches any of its obligations under the Contract, including but not limited to nonpayment, then Buyer shall reimburse Seller for all costs (including attorney's fees, costs, and expenses) incurred by Seller in enforcing Seller's rights under the Contract.

In the event Seller brings an action at law or in equity against Buyer for breach of the Contract, or to enforce or interpret any provision of the Contract, and Buyer contests such action and Buyer ultimately

prevails in such action (whether by virtue of a final judgment or by virtue of a settlement in Buyer's favor), then Seller shall reimburse Buyer for all costs (including attorney's fees, costs, and expenses) incurred by Buyer in defending or settling such action. In the event Seller breaches any of its obligations under the Contract, then Seller shall reimburse Buyer for all costs (including attorney's fees, costs, and expenses) incurred by Buyer in enforcing Buyer's rights under the Contract.