



FIXED PRICE RIDER

This Fixed Price Rider (this “**Rider**”) is offered to Customer on October 22, 2026 (“**Offer Date**”).

This Rider is included in and made part of any propane supply agreement between Superior Plus LP or any of its affiliates or subsidiaries (“**Superior**”) and Customer (“**Supply Agreement**”). If there is any conflict between the terms of this Rider and any Supply Agreement, this Rider will prevail, as applicable, to the extent related to the Delivery Address(es) set forth below.

Customer Name:	TOWNSHIP OF NORTH KAWARTHA	Account #:	1509275
Delivery Address:	340 McFadden Road, Apsley, ON K0L3E6 66 Northeys Bay Road (Library), Woodview, ON K0L 3E0 66 Northeys Bay Road (Community Centre), Woodview, ON K0L 3E0 Municipality of Burleigh - Office, Apsley, ON K0L1A0 280 Burleigh Street (Medical Centre), Apsley, ON K0L3E6 Municipality of Burleigh - Garage, Apsley, ON K0L1A0 66 Northeys Bay Road (Firehall), Woodview, ON K0L 3E0 175 Burleigh Street (Library), Apsley, ON K0L1A0 10193 Hwy 28 South (New Firehall), Apsley, ON K0L3E6 4864 CR 504 (Fire Hall), Glen Alda, ON K0L1A0 4864 CR 504 (Municipal Office), Apsley, ON K0L1A0 3723 County Road 620 (Community Centre), Glen Alda, ON K0L1A0 ER#10230 HWY 28 (Garage), Apsley, ON K0L1A0		

1. **Fixed Price and Volumes.**

- a. **Fixed Price.** Customer is enrolled in the fixed price program to purchase from Superior all of Customer’s requirements for Product¹ at the Delivery Address(es). Customer’s fixed price of Product (“**Fixed Price**”) for the Term is \$0.6200 per litre. For the avoidance of doubt, all applicable Sales Taxes², equipment rental fees, minimum use charges, delivery fees, service fees, other fees, and invoicing and payment terms set out in Customer’s Supply Agreement continue to apply for the Term.
- b. **Volumes.** Customer undertakes to purchase 219853 litres of Product during the Term across all Delivery Address(es) (“**Contracted Volume**”). Customer may purchase up to a maximum of 110% of Contracted Volume at the Fixed Price (“**Maximum Volume**”), after which Customer’s price of Product will revert to Superior’s prevailing variable price at the time of delivery applicable to each Delivery Address.

¹ “**Product**” means HD-5 propane.

² “**Sales Taxes**” has the meaning ascribed in the Supply Agreement and if not defined therein, means applicable sales and use taxes and other applicable taxes, duties or tariffs (including goods and services, harmonized sales, gross receipts, business and occupation, consumption, value-added, excise, fuel, carbon, or any other taxes and any such taxes, duties, tariffs, or charges whether payable directly or indirectly by Customer or by Superior as distributor or importer of the Product).



2. **Term.** The Fixed Price shall apply for a period commencing on December 1, 2026 and expiring on the earlier of: (a) November 30, 2027; and (b) the date on which Customer has purchased the Maximum Volume (the "**Term**").

3. **Settlement Fee.**

- a. If: (i) Customer fails to purchase at least 90% of Contracted Volume ("**Minimum Volume**") during the Term; or (ii) Customer cancels its participation in the fixed price program prior to purchasing at least the Minimum Volume ("**De-enrollment**"), then Customer shall pay to Superior an amount equal to the product of: (A) Remaining Minimum Volume; multiplied by (B) Fixed Commodity Cost less Variable Commodity Cost ("**Settlement Fee**"). The Settlement Fee shall not apply, and shall be deemed zero, where Variable Commodity Cost is greater than or equal to Fixed Commodity Cost on the Termination Date. For purposes of this Rider:

"**Remaining Minimum Volume**" means the amount of Minimum Volume (litres) not yet purchased by Customer as of the Termination Date.

"**Fixed Commodity Cost**" means Superior's commodity cost (per litre) to acquire Customer's Contracted Volume of Product on the date Superior acquired such Contracted Volume.

"**Variable Commodity Cost**" means Superior's average commodity cost (per litre) to purchase Product applicable to the Delivery Address(es) on the Termination Date.

"**Termination Date**" means: (i) in the case of Section 3(a)(i), the last day of the Term; (ii) in the case of Section 3(a)(ii), the effective date of De-enrollment as set out in the notice provided by Customer to Superior; or (iii) in the case of Section 4(a), the effective date of termination as set out in the notice provided by the terminating party.

- b. In the case of De-enrollment where Customer remains a customer of Superior, Customer's price of Product will revert to Superior's prevailing variable price at the time of delivery applicable to each Delivery Address.

4. **Termination Fee.**

- a. If: (i) Customer terminates its Supply Agreement and/or account (other than as a result of non-renewal in accordance with the terms of its Supply Agreement); or (ii) Superior terminates Customer's Supply Agreement and/or account due to Customer's default, then Customer shall pay to Superior an amount equal to the sum of the Product Amount and the Equipment Rental Fee Amount ("**Termination Fee**"). For purposes of this Rider:

"**Product Amount**" means, for each Delivery Address and any other Customer location(s) under Customer's account, the product of: (i) margin as of Customer's last Product delivery date to the relevant Delivery Address or Customer location; multiplied by (ii) the average monthly volume (litres) delivered by Superior to the relevant Delivery Address or Customer location for the Reference Period; multiplied by (iii) the number of months remaining in the Term of this Rider or the term of Customer's Supply Agreement as of the Termination Date, whichever is greater.

"**Equipment Rental Fee Amount**" means the product of: (i) average monthly equipment rental fees charged by Superior on all Superior-owned equipment for the Reference Period; multiplied by (ii) the number of months remaining in the Term of this Rider or the term of Customer's Supply Agreement as of the Termination Date,



whichever is greater.

"Reference Period" means, for each Delivery Address and any other Customer location(s) under Customer's account, the lesser of: (i) the twelve months prior to Customer's last Product delivery date at the relevant Delivery Address or Customer location; and (ii) the number of completed months from the effective date of this Rider or Customer's Supply Agreement, whichever is earlier, to the Termination Date.

- b. For the avoidance of doubt: (i) if Customer's Supply Agreement includes a duplicative or similar termination fee, the Termination Fee set out in this Rider shall govern; and (ii) the Termination Fee is in addition to any other applicable end of service fees set forth in Customer's Supply Agreement.
 - c. Customer acknowledges and agrees that the Settlement Fee and Termination Fee are payable as liquidated damages and not as penalties, based on a genuine pre-estimate of losses that Superior will incur as a result of under lifting, De-enrollment, or early termination of Customer's Supply Agreement and/or account, as applicable.
5. **Supply Security.** The Fixed Price has been secured through one or more futures or forwards contracts, physical supply contracts, or other similar commitments, surety bonds, or letters of credit as may be applicable and in compliance with applicable law.
6. **Previous Agreement.** This Rider supersedes any and all other agreements relating to the price of Product supplied by Superior to Customer at the Delivery Address(es), whether oral or in writing. It does not supersede Customer's Supply Agreement, the terms and conditions of which remain in full force and effect.
7. **Remedies.** The rights and remedies in this Rider are cumulative and in addition to any other rights or remedies available under any Supply Agreement, at law or equity.
8. **Governing Law.** This Rider is governed by, and construed in accordance with, the laws of the Province of Ontario, without reference to conflict of law principles, and the applicable federal laws of Canada therein.

IF CUSTOMER DOES NOT SIGN AND RETURN THIS RIDER TO SUPERIOR BY 5:00 P.M. (ET) ON THE DATE THAT IS FIVE BUSINESS DAYS AFTER THE OFFER DATE, THEN THIS RIDER SHALL BE DEEMED NULL AND VOID.

IN WITNESS WHEREOF, THE PARTIES HERETO AGREE TO THIS RIDER:

CUSTOMER



Name:

Date: October 22, 2026

SUPERIOR PLUS LP, BY ITS GENERAL PARTNER, SUPERIOR GENERAL PARTNER INC.

Name:

Date: October 22, 2026



SCHEDULE "A"

EQUIPMENT RIDER

This Equipment Rider is included in and made a part of the Fuel Supply and Equipment Agreement dated October 22, 2026 (the "Agreement") between:

Superior Plus LP ("Superior")	TOWNSHIP OF NORTH KAWARTHA ("Customer")
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- Capitalized terms used and not defined in this Equipment Rider shall have the meanings ascribed thereto in the Agreement. The terms set forth in this Equipment Rider shall be effective during the Term. If there is any conflict between this Equipment Rider and the Agreement, then the terms of the Agreement will prevail. This Equipment Rider shall replace and supersede any prior Equipment Rider governing the Customer Location(s) set forth herein.
- As of the date of this Equipment Rider, the Customer Location(s), Equipment, Equipment Rental Fee, Installation Fee, Transportation Fee and Hazmat Fee for purposes of the Agreement shall be as follows. Transportation Fee and Hazmat Fee shall be charged for each Product delivery per Customer Location, regardless of quantity of Equipment at each Customer Location. All prices, fees and other charges in this Equipment Rider exclude applicable Sales Taxes¹:

Municipal Address of each Customer Location(s):	Equipment:	Quantity:	Equipment Rental Fee Payment Frequency:	Equipment Rental Fee/each:	Installation Fee (one-time):	Trans. Fee (per Customer Location):	Hazmat Fee (per Customer Location):
ER#10230 HWY 28 (Garage), Apsley, ON K0L1A0						\$0.00	\$0.00
	SMART Tank 334 USWG	1	Yearly	\$0.00	\$0.00		
Municipality of Burleigh - Garage, Apsley, ON K0L1A0						\$0.00	\$0.00
	SMART Tank 1000 USWG	2	Yearly	\$92.00	\$0.00		
340 McFadden Road, Apsley, ON K0L3E6						\$0.00	\$0.00
	Power Vent Water Heater	2	Yearly	\$0.00	\$0.00		
	320H Direct	1	Yearly	\$0.00	\$0.00		

¹ "Sales Taxes" shall have the meaning ascribed in the Agreement and if not defined therein, shall mean collectively any applicable Provincial and Federal sales tax and other applicable taxes, duties or tariffs (including goods and services, harmonized sales, value-added, excise, fuel, carbon, or any other taxes of a similar nature and any such taxes, duties, tariffs, or charges whether payable directly or indirectly by Superior as distributor or importer of the Product) unless otherwise specifically stated.

	Fired Vaporizer						
	SMART Tank 2000 USWG	2	Yearly	\$0.00	\$0.00		

Municipality of Burleigh - Office, Apsley, ON K0L1A0						\$0.00	\$0.00
	SMART Tank 1000 USWG	1	Yearly	\$1.00	\$0.00		

175 Burleigh Street (Library), Apsley, ON K0L1A0						\$0.00	\$0.00
	SMART Tank 500 USWG	1	Yearly	\$0.00	\$0.00		

66 Northeys Bay Road (Community Centre), Woodview, ON K0L 3E0						\$0.00	\$0.00
	SMART Tank 1000 USWG	1	Yearly	\$104.00	\$0.00		

66 Northeys Bay Road (Firehall), Woodview, ON K0L 3E0						\$0.00	\$0.00
	SMART Tank 500 USWG	1	Yearly	\$104.00	\$0.00		

66 Northeys Bay Road (Library), Woodview, ON K0L 3E0						\$0.00	\$0.00
	SMART Tank 500 USWG	1	Yearly	\$124.00	\$0.00		

10193 Hwy 28 South (New Firehall), Apsley, ON K0L3E6						\$0.00	\$0.00
	SMART Tank 1000 USWG	1	Yearly	\$0.00	\$0.00		

4864 CR 504 (Municipal Office), Apsley, ON K0L1A0						\$0.00	\$0.00
	SMART Tank 1000 USWG	1	Yearly	\$0.00	\$0.00		

280 Burleigh Street (Medical Centre), Apsley, ON K0L3E6						\$0.00	\$0.00
	SMART Tank 500 USWG	1	Yearly	\$104.00	\$0.00		

4864 CR 504 (Fire Hall), Glen Alda, ON K0L1A0						\$0.00	\$0.00
	SMART Tank 500 USWG	1	Yearly	\$0.00	\$0.00		

3723 County Road 620 (Community Centre), Glen Alda, ON K0L1A0						\$15.45	\$10.45
	SMART Tank 420 lbs	3	Yearly	\$0.00	\$0.00		

3. **“Equipment”** shall be deemed to refer at all times to the Equipment installed by Superior at a Customer Location from time to time during the Term, including if additional Equipment is rented to Customer during the Term, or Superior, in its sole discretion, changes the Equipment configuration at a Customer Location during the Term. For clarity, the term “Equipment” does not include: (i) the supply of liquified petroleum gas or other Product, as such term is defined in the Agreement or any other agreement you have with us; or (ii) expressly as set forth in the Agreement, any equipment, appliances or accessories supplied by a third party (even if installed or sold to Customer by Superior).
4. Superior may, in its sole discretion, change Customer’s Equipment configuration and/or number of units of Equipment at any time during the Term. To the extent an Equipment configuration not listed in this Equipment Rider is added to any Customer Location during the Term, Customer agrees to pay Superior’s then-standard Equipment Rental Fee for such Equipment configuration.
5. Any Customer request to change the Customer Location(s) is subject to Superior’s prior written consent and Customer acknowledges and agrees that any such change may involve changes to fees, quantity or configuration of Equipment, in Superior’s sole discretion.
6. On each Anniversary Date during the Term of the Agreement, any fees or charges set forth in this Equipment Rider, may be adjusted by Superior by increasing the amount of each fee by the greater of (i) 3.5% and (ii) the percentage increase (as determined by us) in the Consumer Price Index (All Items) for Ontario, published by Statistics Canada or any successor agency (or comparable index if such index is no longer published) for the most recent twelve-month period preceding the Anniversary Date (the **“Cost of Living Adjustment”**), *provided that* in no event shall any such Cost of Living Adjustment exceed 10% of the then-current fees or charges. For the avoidance of doubt, Superior shall not be required to provide Customer with notice of any such Cost-of-Living Adjustment, *provided that* Customer may confirm the then-current fees or charges with Superior at any time. **“Anniversary Date”** means each annual anniversary of the Effective Date of the Agreement during the Term.
7. Subject to Section 6, Superior may unilaterally change this Equipment Rider from time to time, to the extent permitted by applicable law. We will provide notice before a material change comes into effect through either your MySuperior account online or by phone, email or mail in accordance with the contact information associated with your Customer Account.

IN WITNESS WHEREOF, the parties have executed this Equipment Rider as of October 22, 2026.

**SUPERIOR PLUS LP, BY ITS GENERAL PARTNER,
SUPERIOR GENERAL PARTNER INC.**

TOWNSHIP OF NORTH KAWARTHA

By: _____

By: _____



FUEL SUPPLY AND EQUIPMENT AGREEMENT

Superior Plus LP (“**Superior**”, “**we**”, “**us**”, or “**our**”) and Customer identified below (“**Customer**”, “**you**” or “**your**”) expressly agree this Fuel Supply and Equipment Agreement (“**Agreement**”) constitutes a legal and binding agreement pursuant to which Customer agrees to purchase and Superior agrees to supply Customer’s entire requirements for Product, Equipment and Services at the Customer Location(s) (each, as defined herein) during the Term (as defined herein) on the terms and conditions set forth in this Agreement.

This Agreement includes: (a) the Customer information below; (b) the Commercial & Customer Terms included herein (“**Customer Terms**”); (c) the General Terms and Conditions attached hereto as Appendix “A”; (d) an Equipment Rider attached hereto as Schedule “A”, as amended from time to time; (e) a Pricing Rider (if applicable) attached hereto as Schedule “B”, as amended from time to time; and (f) any other applicable Rider or agreement subsequently entered into between Customer and Superior. CUSTOMER ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS AGREEMENT THEY ARE AGREEING TO ALL THE TERMS INCLUDED IN THIS AGREEMENT AS OUTLINED IN THE LIST ABOVE.

The parties acknowledge and agree that Superior’s delivery of Product, installation or removal of Equipment or performance of Services may be conducted by Superior’s agents, mandataries or designates. Customer represents and warrants that the Customer information provided below is accurate, complete and current and Customer shall notify Superior immediately if there is any change to any contact information.

Effective Date: October 22, 2026	Term of Agreement: 1 years (the “ Initial Term ”). <i>See Section 11 of the Customer Terms for information regarding Renewal Terms.</i>
Customer Name: TOWNSHIP OF NORTH KAWARTHA	Billing Address: PO BOX 550 APSLEY, ON, K0L1A0
Tel: 7056564445	Email: j.everett@northkawartha.ca
Customer Account #: 1509275	Product: CAN/CGSB Liquified Petroleum Gas 3.14 National Standard specification propane (the “ Product ”).
Superior Plus LP Telephone number: 1-877-873-7467 Address: 700 Jamieson Parkway, Cambridge ON N3C 4N6 Email: customerservice@superiorpropane.com Sales Representative: Sarah Hayter Telephone number: Address: , , Email: sarah_hayter@superiorpropane.com	

[SPACE INTENTIONALLY LEFT BLANK – COMMERCIAL & CUSTOMER TERMS, GENERAL TERMS AND CONDITIONS AND OTHER RIDERS (AS APPLICABLE) FOLLOW]



COMMERCIAL & CUSTOMER TERMS

PLEASE READ THESE CUSTOMER TERMS AND THE TERMS INCLUDED IN APPENDIX A CAREFULLY. BY ENTERING INTO THE AGREEMENT, OR BY REQUESTING OR ACCEPTING PRODUCT, EQUIPMENT OR SERVICES FROM SUPERIOR, YOU AGREE TO THESE CUSTOMER TERMS AND THE TERMS INCLUDED IN APPENDIX A IN THEIR ENTIRETY.

For the purposes of these Customer Terms, the General Terms and Conditions and other Riders (as applicable), capitalized terms used, but not defined below, shall have the meanings ascribed to them in the Cover Page.

Product

1. Subject to these Customer Terms, during the Term, Superior shall, on a non-exclusive basis, sell and deliver to Customer, and Customer shall, on an exclusive basis, purchase from Superior, Customer's entire requirement for Product at the Customer Location(s) at Superior's Variable Price (as defined herein) as at the time of Product delivery or, if Customer is enrolled in a Fixed Price program or other Superior pricing program, at the price set out in the applicable Pricing Rider. "**Customer Location(s)**" means the Customer Location(s) listed on the Equipment Rider, as it may be amended from time to time and shall be deemed to refer at all times to any address at which Equipment is installed and/or Superior delivers Product to under the terms of this Agreement.
2. You agree that the Product to be delivered is CAN/CGSB Liquefied Petroleum Gas 3.14 National Standard specification propane HD-5.
3. Title to and all risk of loss of or damage to the Product shall pass to Customer upon delivery thereof into the Equipment at Customer Location(s) by Superior or its agents, mandataries or designates.
4. CUSTOMER ACKNOWLEDGES THAT IT HAS BEEN DIRECTED TO REVIEW SAFETY INFORMATION ABOUT THE USE OF THE PRODUCT WHICH IS AVAILABLE AT [HTTPS://WWW.SUPERIORPROPANE.COM/PROPANE-FOR-BUSINESS/CUSTOMERS/SAFETY](https://www.superiorpropane.com/propane-for-business/customers/safety).

Product Delivery

5. Product will be delivered to Customer Location(s) in accordance with the delivery program selected by you, as required by any program you are enrolled in, or as otherwise reflected on your Customer Account:
 - a. **Automatic Delivery Program.** Product will be delivered to you on automatically-scheduled delivery dates to be determined in Superior's sole discretion, based on, among other things, our estimate of your Product needs pursuant to historical Product usage, temperature patterns in your region, our determination of scheduling to ensure continued customer service during peak demand periods and, where applicable, your SMART* Tank™ sensor. You agree to monitor your available Product and update us with any material changes in your Product usage, including any change in propane-fueled appliances. You will be assessed a Transportation Fee and Hazmat Fee per delivery. Any request for Product outside of the automatically scheduled delivery dates shall be at Superior's sole discretion and may be subject to additional fees. More information about the delivery-related fees in connection with the Automatic Delivery Program can be found in Section 14 of these Customer Terms.
 - b. **Will Call Delivery Program.** We will only deliver Product to you upon your request, and it is your responsibility to schedule a delivery. Upon request for a delivery, the delivery date shall be determined by Superior, in its sole discretion. To ensure continuous Product supply, you are responsible for notifying us no later than when the Product level in your Equipment reaches 30%. Failure to give prompt notice to us that Product level in your Equipment has reached 30% may cause disruption in supply of Product. Superior shall not be liable for any loss, damage or injury of any type arising out of or related to delayed delivery of Product. You will be assessed a Transportation Fee and Hazmat Fee per delivery and may be subject to additional fees depending on the notice provided to us in respect of such delivery as set out in more detail in Section 14 of these Customer Terms. Depending on your region, you may be subject to certain minimum delivery requirements, please contact Superior for additional information.
6. Superior reserves the right to refuse or suspend Product delivery or performance of any Services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of harm to person or property, including Superior's employees, agents, mandataries and property, Customer, Customer Location(s) and property, or the public.

Equipment Rental

7. Superior shall rent the Equipment to Customer during the Term. "**Equipment**" means the Equipment listed on the Equipment Rider, as it may be amended from time to time, and shall be deemed to refer at all times to the Equipment installed by Superior at a Customer Location from time to time during the Term, including if additional Equipment is rented to Customer during the Term, or Superior, in its sole discretion, changes the Equipment configuration at a Customer Location during the Term. For clarity, the term "Equipment" does not include: (i) the supply of liquified petroleum gas or other Product, as such term is defined in this Agreement or any other agreement you have with us; and (ii) subject to Section 28 of these Customer Terms, any equipment, appliances or accessories supplied by a third party (even if installed or sold to Customer by Superior).

Services

8. Subject to the terms and conditions of this Agreement, Superior may provide certain services in respect of the Product and the Equipment at Customer Location(s) including, but not limited to, maintenance, repair and other services (the "**Services**"). A description of fees payable by Customer to Superior in respect of certain Services is set forth in Section 16 of these Customer Terms.
9. Unless otherwise agreed between Superior and Customer and to the extent permitted by applicable law, Customer shall exclusively use Superior for any Service offered by Superior in respect of the Product and Equipment.

Term

10. The Initial Term of this Agreement begins on the Effective Date and expires on the expiry of the last date of the Initial Term as set forth on page one (1) of this Agreement.

11. On the expiry of the Initial Term, this Agreement will be automatically renewed for successive periods of 1 years (each a “**Renewal Term**”, and, together with the Initial Term, the “**Term**”), unless you advise us through either your MySuperior account online or by contacting Superior at the contact information set forth on page one (1) of this Agreement at least ninety (90) days before the expiry of the then-current Term, that you do not wish to renew this Agreement.

Pricing, Fees and Charges

12. Equipment Fees.

- a. *Installation Fee.* Customer agrees to pay an installation fee upon installation of Equipment or any Customer-owned or third party owned equipment at a Customer Location by Superior. Superior shall provide Customer an estimate of the installation fee prior to installation, which estimate is subject to increase or decrease based on certain factors upon installation, including, but not limited to, Equipment configuration installed, Customer Location, nature of installation required, parts and/or materials required, service labour hours, appliances and accessories involved, and intended use of Product.
- b. *Equipment Rental Fee.* Customer shall pay to Superior the applicable Equipment rental fee (“**Equipment Rental Fee**”) and any other Equipment-related fee as set forth in the Equipment Rider. Equipment configuration may be subject to change at any time during the Term as determined by Superior.

13. Product Pricing.

- a. *Fixed Price.* If you are enrolled in the Fixed Price Program, you agree and acknowledge that, while you are enrolled, the terms and conditions that apply to the pricing of Product are set forth in the applicable Pricing Rider.
- b. *Variable Price.*
 - i. If you are not enrolled in the Fixed Price Program or any other Superior pricing program, you agree to pay Superior’s Variable Price for Product applicable to the relevant Customer Location as at the Product delivery date. If applicable, refer to the attached Pricing Rider for additional terms and conditions.
 - ii. “**Variable Price**” is a price per litre of Product comprised of Landed Costs plus applicable margin. “**Landed Costs**” means all costs incurred by Superior to acquire, transport and store Product, including, but not limited to, the commodity cost, freight cost, tariffs, government fees and other third party fees or costs incurred by Superior. For the avoidance of doubt, Variable Price is exclusive of all Sales Taxes.
 - iii. You understand and agree that the Variable Price changes frequently and without notice. Superior undertakes no responsibility to inform Customer in advance of any change in current Variable Price for Product.
 - iv. Superior shall not increase the margin (as included in the Variable Price applicable to the relevant Customer Location) during any contract year by more than an increase equal to the Cost of Living Adjustment applicable as of the date of the increase, except:
 - (i) as may be mutually agreed between the parties;
 - (ii) if there has been a material decrease in Customer’s Product usage during the prior twelve months; or
 - (iii) if Customer has not received a delivery of Product into any unit of Equipment during the prior twelve months.
 - v. For the avoidance of doubt, Customer acknowledges and agrees that Section 13.b.iv does not apply to Landed Costs, which shall at all times vary depending on Superior’s costs incurred.

14. Delivery Fees.

- a. *Transportation Fee.* Customer agrees to pay Superior a transportation fee set forth in the Equipment Rider for each Product delivery made to each Customer Location (“**Transportation Fee**”). The Transportation Fee is subject to change if Customer Location changes or additional Customer Location(s) are added to your Customer Account.
- b. *Hazmat Fee.* Customer agrees to pay Superior a hazardous materials fee set forth in the Equipment Rider for each Product delivery made to each Customer Location (“**Hazmat Fee**”).
- c. *Express Fee.* Customer agrees to pay an additional fee of at least \$250.00 per Product delivery if: (i) a Customer enrolled in the Automatic Delivery Program requests a delivery outside of an automatically scheduled delivery date, or (ii) a Customer enrolled in the Will Call Delivery Program requests a delivery and has failed to provide Superior prompt notice that Product level in the applicable Equipment has reached 30% in accordance with Section 5.b of these Customer Terms, which fee is subject to change based on certain factors, including but not limited to, Customer Location and nature of delivery request, and is in addition to the Transportation Fee. For the avoidance of doubt, Superior reserves the right to refuse any such request for delivery of Product depending on the nature of the request and the scheduling of any such delivery of Product shall be at Superior’s sole discretion.
- d. *Special Route Fee.* Customer agrees to pay any additional fees which may apply in connection with delivery of Product to remote Customer Locations or deliveries which involve specific transportation measures, for example, transportation by barge or by rail. Exact fee will depend on specific circumstances applicable to Customer Location.
- e. *Delayed Service Fees.* Customer agrees to pay any additional fees that may apply in connection with delivery of Product or service of Equipment if the area surrounding the Equipment is not free from snow, ice or other hazards, or if prompt access to the Equipment and/or Customer Location is not provided to Superior for any delivery of Product or provision of Service. Exact fees will depend on the specific circumstances applicable to Customer Location, area surrounding the Equipment and service labour hours.

15. End of Service Fees.

- a. **Termination Fee.** If Customer terminates this Agreement (other than, for greater certainty, as a result of non-renewal in accordance with Section 11 of these Customer Terms), or Superior terminates this Agreement pursuant to Section 33 of these Customer Terms, Customer shall pay to Superior, in addition to all other costs as provided in this Agreement, an amount equal to the sum of the Product Amount and the Equipment Rental Fee Amount ("**Termination Fee**"). For the avoidance of doubt, if Customer is enrolled in our Fixed Price Program or other pricing program as of the Termination Date, the Termination Fee is in addition to any de-enrollment or termination fee payable pursuant to the applicable Pricing Rider.
 - i. "**Product Amount**" means, with respect to each Customer Location, the product of (i) margin (as included in the Variable Price) as of Customer's last Product delivery date to the Customer Location, multiplied by (ii) the average monthly volume (litres) delivered by Superior to such Customer Location for the Reference Period, multiplied by (iii) the number of months remaining in the Term as of the Termination Date.
 - ii. "**Equipment Rental Fee Amount**" means the average monthly Equipment Rental Fees charged by Superior on all Equipment for the Reference Period, multiplied by the number of months remaining in the Term.
 - iii. "**Reference Period**" means, for each Customer Location, the lesser of (i) the twelve months prior to Customer's last Product delivery date at the Customer Location, and (ii) the number of completed months from the Effective Date to the Termination Date.
 - iv. "**Termination Date**" means, if the Agreement is terminated by Customer (other than, for greater clarity, upon expiry of the Term as a result of non-renewal pursuant to Section 11 these Customer Terms), the effective date of termination of the Agreement as set out in the notice by Customer to Superior of such early termination, or if the Agreement is terminated by Superior pursuant to Section 33 of these Customer Terms, the effective date of termination of the Agreement as set out in the notice provided by Superior to Customer that it is terminating this Agreement.
- b. **Liquidated Damages.** Customer acknowledges and agrees that the Termination Fee is payable as liquidated damages and not as a penalty, based on a genuine pre-estimate of the losses that Superior will incur as a result of termination prior to the end of the applicable Term.
- c. **Equipment Removal Fee.** If at any time during or after the termination or expiration of the Term, Superior, or a third party with Superior's prior written consent, removes Equipment from Customer Location, Customer agrees to pay Superior a fee per Customer Location for such removal (the "**Equipment Removal Fee**"), which fee shall depend on the specific circumstances applicable to Customer Location, Equipment, cost of parts and/or materials required and service labour hours. For the avoidance of doubt, the Equipment Removal Fee is payable in addition to any other applicable End of Service Fees.
- d. **Evacuation Fee.** If at any time during or after the termination or expiration of the Term, Superior evacuates Product from Equipment at a Customer Location, Customer agrees to pay Superior an hourly labour service fee equal to market labour rates applicable in your region at the relevant time (including any applicable overtime rates) for the duration of such evacuation (the "**Evacuation Fee**"). For the avoidance of doubt, if Product is evacuated in the context of the termination of this Agreement, the Evacuation Fee is payable in addition to any other applicable End of Service Fees.
- e. **Restocking Fee.** If at any time during or after the termination or expiration of the Term, Superior, or a third party with Superior's prior written consent, removes Equipment from a Customer Location and Product is evacuated therefrom, Customer agrees to pay Superior a restocking fee equal to 25% of the value of the Product in the Equipment as of the Equipment removal date (the "**Restocking Fee**" and collectively together with the Termination Fee, if applicable, the Equipment Removal Fee and the Evacuation Fee, the "**End of Service Fees**"). For the avoidance of doubt, if Product is evacuated and restocked in the context of the termination of this Agreement, the Restocking Fee is in addition to any other applicable End of Service Fees.
- f. **Credit for Product.** If at any time during or after the termination or expiration of the Term, Superior, or a third party with Superior's prior written consent, removes Equipment from a Customer Location and Product is evacuated therefrom, Superior shall provide you a refund for any evacuated Product equal to the value of the Product in the Equipment as of the Equipment removal date, provided that the Product has been evacuated by Superior and Superior shall have the right to set off any such credit with any amounts otherwise owed to Superior, including any End of Service Fees.

16. Service Fees. Customer agrees to pay a fee for any Services performed by Superior at a Customer Location, including, but not limited to, dispatch, diagnostic and repair Services. The fee shall be an hourly labour service fee equal to market labour rates applicable in your region at the relevant time (including any applicable overtime rates) plus any parts and/or materials needed to make necessary repairs or diagnostic evaluation. Any service fees not charged on an hourly labour basis plus parts and/or materials shall be reflected in the Equipment Rider or otherwise communicated to Customer prior to Services being performed.

17. Administrative Fees. Superior may charge, and Customer agrees to pay, fees in connection with the administration of your account, including, but not limited to, the following fees:

- a. a fee if you elect to receive paper invoices from Superior;
- b. a fee per credit card transaction or other point of sale transaction, which shall be calculated as a percentage of the transaction cost in accordance with applicable law and credit card network rules; and
- c. a fee of \$25.00 upon any financial institution charge in connection with a cheque return, insufficient funds or similar occurrences in connection with a Customer payment.

18. **Price Adjustment.** To the extent any fee in this Agreement (including the Equipment Rider or Pricing Rider) or any other Rider or agreement between Customer and Superior is subject to Customer's Product usage, Superior shall on an annual basis have the right to review Customer's Product usage and account and adjust pricing to reflect actual Product usage. Any such adjustment shall be identified in the applicable invoice.
19. **Price Changes.**
- On each Anniversary Date during the Term of this Agreement, any fees or charges set forth in this Agreement, other than the Variable Price or any pricing reflected in a Pricing Rider, may be adjusted by Superior by increasing the amount of each fee by the greater of (i) 3.5% and (ii) the percentage increase (as determined by us) in the Consumer Price Index (All Items) for Ontario, published by Statistics Canada or any successor agency (or comparable index if such index is no longer published) for the most recent twelve-month period preceding the Anniversary Date (the "**Cost of Living Adjustment**"), *provided that* in no event shall any such Cost of Living Adjustment exceed 10% of the then-current fees or charges. For the avoidance of doubt, Superior shall not be required to provide Customer with notice of any such Cost of Living Adjustment, *provided that* Customer may confirm the then-current fees or charges with Superior at any time. "**Anniversary Date**" means each annual anniversary of the Effective Date of this Agreement during the Term.
 - For the avoidance of doubt, the Cost of Living Adjustment shall not apply to (a) Variable Price except as set forth in Section 13.b.iv of these Customer Terms, or (b) any pricing terms set forth in a Pricing Rider except as otherwise contemplated therein.
20. **Non-Refundable.** Unless otherwise agreed by Superior, any amount payable under this Agreement is non-refundable.
21. **Taxes.**
- Unless otherwise specifically stated, all prices, fees and other charges in this Agreement, including any Rider, exclude applicable Provincial and Federal sales tax and other applicable taxes, duties or tariffs (including goods and services, harmonized sales, value-added, excise, fuel, carbon, or any other taxes of a similar nature and any such taxes, duties, tariffs, or charges whether payable directly or indirectly by Superior as distributor or importer of the Product) (collectively, "**Sales Taxes**"). Customer shall be solely liable to pay all applicable Sales Taxes, which shall be identified on each invoice or in such other manner as determined by Superior and communicated to Customer. If you are claiming exemption from such Sales Taxes, Superior shall not charge the applicable Sales Taxes upon Superior's receipt of a valid tax exemption certificate or similar documentation or information acceptable to the applicable taxing authority. If you are claiming the intended and actual use of the Product, Equipment or Service is to be used for a specific purpose that is unconditionally tax exempt under a specific Federal or Provincial jurisdiction, you shall maintain records and evidence satisfactory to the respective taxing authority to support the use of the Product, Equipment or Service purchased for purposes of the qualifying exemption. Furthermore, you will advise Superior of any changes in use, and will reimburse Superior for any related Sales Taxes payable, including interest and penalty charges, should any volume of Product, Equipment or Service purchased not qualify for the tax exemption. In the event that a taxing authority determines you are not tax exempt, you agree to defend, hold harmless, and indemnify Superior for any liability Superior may have to the taxing authority in respect of that authority's determination of your non-exempt status, including (but not limited to) any principal owing, fines, fees, penalties, interest, late charges, legal costs and expenses.
 - If any payment made by the Customer to Superior pursuant to this Agreement is deemed by the *Excise Tax Act* (Canada) to include goods and services tax or harmonized sales tax, or is deemed by any applicable Provincial or Territorial legislation to include a similar value added or multi-staged tax, the amount of such payment shall be increased accordingly.

Payment Terms and Credit

22. You agree to pay us the invoiced amount in full within NET 15 days from the date of your receipt of such invoice. You will pay us on demand interest on all amounts payable under this Agreement not paid when due, both before and after judgment, calculated at the rate of 2.00% per month. If you fail to pay any amount when due or your credit or financial condition becomes impaired or unsatisfactory to Superior, in its sole discretion, and in addition to any other rights or remedies available to Superior, Superior may demand in writing adequate assurance of performance, and may change credit terms (including on completed deliveries), refuse to make delivery except on a cash-on-demand basis, or alter or suspend performance pending receipt of such assurance. If Customer fails to provide such assurance (including, but not limited to, payment of any amounts owing), it will constitute a default of this Agreement and Superior will have such rights and remedies as further set forth in Section 33 of these Customer Terms. You will also reimburse us for all costs and expenses, including legal and attorneys' fees, in connection with Superior's enforcement and collection efforts. You understand that Superior will not grant credit to you, in any amount, without your prior credit approval which may be subject to additional credit terms. All amounts owing under this Agreement are payable in Canadian dollars.
23. **You shall deliver to Superior such financial statements and other information as Superior may reasonably request from time to time with respect to Customer's credit. You consent to Superior sharing any information collected in connection with your account with and obtaining your credit report from credit bureaus, personal information agents or financial institutions in order for Superior to verify your identity and evaluate your creditworthiness. You will be provided with the name and address of the credit bureau or personal information agent used to obtain your credit report upon request. You understand that, to the extent that any such information is personal information, the information Superior obtains from your credit report will be processed by Superior in accordance with Superior's Privacy Policy available on [our website](#). Your consent is valid starting today and for as long as this Agreement is in force.**

Equipment Obligations

24. **Sole Provider.** You understand and agree that, in accordance with this Agreement and applicable law, you are strictly prohibited from allowing any party other than Superior or its agents or mandataries to deliver any Product into the Equipment or to otherwise handle, repair, or alter the Equipment.

25. *Standby Capacity.* If you are purchasing Product for the purpose of supplying propane-powered back-up generator(s), you acknowledge and agree that the rate of Product consumption may depend on a number of factors, including, for example, the nature and severity of an inclement weather event and what appliances are connected to the generator(s). Superior makes no representation or warranty as to the adequacy or sufficiency of either the size of the Equipment or the quantity or sufficiency of Product delivered as may be required in any given inclement weather event or any other event.
26. *Equipment Ownership.*
- a. You acknowledge that Superior is the owner of the Equipment and all replacements or substitutions. You have no rights to the Equipment, except as provided in this Agreement. We have the right, where permitted by applicable law, to register (or publish), at your expense, our interest in the Equipment against you and/or against the title to Customer Location(s) and/or, in the Province of Quebec, to register or publish the rights resulting from the rental of Equipment at the Register of Personal and Movable Real Rights of the Province of Quebec. To the extent permitted by applicable law, you waive any right to receive a copy of any such registration and you appoint us as your lawful attorney or mandatary for the purpose of completing any such registrations. You agree that, to the extent permitted by applicable law, the Equipment will remain personal or movable property even though it may become affixed to any real or immovable property.
 - b. If Customer, a mortgagee, hypothecary creditor or a purchaser of Customer's property or any creditor of Customer refuses to admit Superior's title to the Equipment, or refuses to permit Superior to retake possession of the Equipment or if the Equipment is lost, stolen, damaged or destroyed: (i) Customer shall forthwith upon demand pay to Superior the then-current replacement value of the Equipment, which shall be a debt owed by Customer to Superior until paid in full; and (ii) this Agreement may be terminated immediately by Superior.
27. *Equipment and Product Use Obligations.* Customer acknowledges and agrees that:
- a. you shall designate and provide a suitable Equipment site at the Customer Location(s) and at your expense arrange for the performance of all work and obtain all permits and approvals necessary or desirable to prepare the Customer Location for the proper installation and use of the Equipment at any time during the Term for the intended purposes, all in compliance with applicable law and in accordance with Superior's specifications. You shall keep all records pertaining to such permits, licenses, certifications and other authorizations in accordance with applicable law and shall provide same to Superior upon request. Superior shall, if requested, provide technical assistance to the Customer in such site preparation and assist the Customer in obtaining any permits or approvals required, at Customer's sole expense;
 - b. you shall keep and use the Equipment only where Superior installed it at Customer Location. You shall maintain at all times the suitable Equipment site at the Customer Location free of obstructions. You shall not erect structures or other objects that could restrict access to any Equipment. You shall at all times provide safe and unimpeded access to the Equipment for Product delivery or related Services. You shall maintain adequate clearance between the Equipment and adjacent combustible matter that may impair the safe operation of the Equipment. You are required keep Equipment free from snow, ice or other hazards and you understand that Product delivery may be significantly delayed if there are adverse weather conditions in your area;
 - c. you shall at all times use the Equipment in accordance with all applicable law and prudent practice and, if applicable, in accordance with any written instructions provided by Superior to you regarding the use of the Equipment;
 - d. you will not make any alterations to the Equipment without our prior written consent;
 - e. from and after the delivery of Product into the Equipment, Customer has an ongoing and continuing obligation to ensure that any Equipment, appliances or works, including the propane delivery system to which the Product is supplied, including non-Superior equipment, is maintained at all times in a safe operating condition and operated in compliance with all applicable laws, regulations, codes and industry standards. Without limiting the foregoing, Customer shall not operate, and shall not permit the operation of, any Equipment, non-Superior equipment, appliance, container, or work relevant to the delivery of or use of Product unless it is maintained in a safe operating condition and complies with all applicable legal requirements;
 - f. it is Customer's responsibility to warn, instruct and protect its invitees, occupants, employees, contractors and any other persons exposed to such hazards, and Superior has no responsibility for the condition, operation, inspection, maintenance or compliance of any non-Superior equipment associated with the delivery of Product into the Equipment following delivery, except as expressly agreed in writing herein or required by law;
 - g. during the Term and until all Equipment is returned to Superior's care and control, Customer shall bear the risk of the occurrence of any Casualty affecting the Equipment and Customer shall not be released from its obligations under this Agreement if a Casualty occurs. For purposes of this Agreement, "**Casualty**" means any loss, theft, confiscation, taking, unavailability, damage or total or partial destruction of the Equipment;
 - h. Customer shall bear the risk of, and be liable for, and pay the cost of repairs or damages to the installed Equipment made necessary by the acts of third persons or resulting from the willful or negligent acts or omissions of the Customer, its employees, agents or mandataries;
 - i. you shall keep the Equipment free of all liens, security interests, mortgages, hypothecs and other claims and shall indemnify, release, defend and hold Superior harmless from and against all liens, hypothecs and claims against the Equipment due to its presence or use at Customer Location or otherwise;
 - j. any installation, service, alteration or removal of Equipment by Superior shall be without liability on the part of Superior and without prejudice to Superior's right to pursue any other remedies. Customer remains responsible for all of the costs associated with the excavation and removal of Equipment and Superior has no obligation to furnish, fill, resurface or restore Customer's premises to its previous condition;



- k. any service and maintenance of the Equipment shall be carried out solely by us or our agents or mandataries, including any inspections pursuant to applicable law;
- l. you must provide immediate notice to Superior of any Equipment issue, defect, alteration or condition that may make the operation, servicing, repair, replacement or removal of the Equipment unsafe; and
- m. you hereby provide Superior and its agents and mandataries an irrevocable right to enter a Customer Location at any time without prior notice (including, for the avoidance of doubt, non-business days and outside of regular business hours) for Product or Equipment delivery or related Services, including inspection, installation, connection, replacement, repair or removal of Equipment or Product evacuation during the Term and for a reasonable time after termination or expiry.

28. **Customer-owned Equipment.** This Section 28 applies in the event Superior has agreed to supply Product into Customer-owned equipment. Customer hereby represents and warrants that it is the owner of the applicable unit(s) of equipment and that Customer is authorizing Superior to supply Product into such Customer-owned equipment in accordance with the terms of this Agreement. In the event you do not own, or cease to own, the applicable unit(s) of equipment at any time during the Term, you agree to defend, hold harmless, and indemnify Superior for any liability Superior may have in respect of supplying Product into, or servicing, such equipment. Customer agrees the term "Equipment" for purposes of such Customer's Agreement shall include such Customer-owned equipment, *provided that* Superior shall have the right to inspect such equipment prior to the initial delivery of Product therein and at any time during the Term upon notice to Customer to confirm it is fit for supply of Product or any applicable Service. Customer shall promptly provide all records, permits and information relating to the Customer-owned equipment that are requested by Superior, and shall notify Superior prior to initial delivery of Product if such equipment has been out of service for six (6) months or more. Superior shall determine, in its sole discretion, whether such Customer-owned equipment is fit for supply of Product or Service and Superior shall not be required to supply Product into, or Service, the Customer-owned equipment if at any time Superior has reasonable grounds to believe such equipment is not fit for such purpose and Superior shall not be liable for any loss, damage or injury of any type arising out of or related to delayed or cancelled delivery of Product or Service. You further agree not to make alterations to such Customer-owned equipment without providing written notice to Superior. You shall at all times use the Customer-owned equipment in accordance with all applicable law and prudent practice. You further agree that it is your sole responsibility to (a) obtain and maintain all permits, licenses, certifications and other authorizations required by applicable law for the installation, alteration and operation of the Customer-owned equipment; (b) make, or cause an appropriate service provider, agent or mandatary to make, all notifications to and filings with regulatory authorities required by applicable law in connection with the foregoing activities; and (c) keep all records pertaining to the Customer-owned equipment in accordance with applicable law. You represent and warrant that any Customer-owned equipment is fit for the purpose contemplated by this Agreement, is in a good state of repair and the use thereof shall be in compliance with applicable law. Sections 7, 9, 26, 27.i and 27.k of these Customer Terms shall not apply to Customer-owned equipment. For the avoidance of doubt, if at any time during the Term, Customer-owned equipment is exchanged for Superior-owned Equipment at a Customer Location, such Equipment shall be governed by all provisions of this Agreement, including Sections 7, 9, 26, 27.i and 27.k of these Customer Terms.

Customer Location(s)

29. You represent and warrant that you own or have an exclusive right of possession of Customer Location(s), and if you sell such premises or your exclusive right of possession terminates, you agree to notify us immediately and in any event at least thirty (30) days in advance of the sale or cessation of possession and you agree to notify the buyer that any Equipment at the Customer Location is owned by Superior. You agree that you shall be responsible for the acts or omissions and Product usage of any of your tenants, licensees, permittees, agents, mandataries, guests, employees or occupants (as may be applicable) and you shall be responsible for the performance of all Customer obligations hereunder.

Insurance

30. During the Term of this Agreement, Superior and Customer shall each, at its own expense, maintain at all times comprehensive general liability insurance for injury, death and property damage with limits of (a) not less than \$5,000,000.00 per occurrence for Customer, and (b) not less than \$5,000,000.00 per claim made for Superior, and each shall provide to the other party upon written request a certificate of insurance evidencing that satisfactory insurance is in effect.

Termination and Default

31. **Termination upon Notice.** Superior shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days' notice to Customer without any fee, liability or other payment due or payable to Customer as a result of such termination. More information about certain End of Service Fees which may be payable can be found in Section 15 of the Customer Terms. For the avoidance of doubt, the Termination Fee shall not be payable if Customer is not in default of this Agreement at the time of Superior's termination hereof.

32. **Default.** You will be in default under this Agreement if any of the following occurs:

- a. you fail to pay any amount under this Agreement when it is due and such failure continues for more than three (3) business days;
- b. you fail to provide assurance in accordance with Section 22 of the Customer Terms or any non-performance under, repudiation or rejection or expiration, termination or cessation of the effectiveness of any such performance assurance occurs after it has been provided;
- c. you become insolvent or bankrupt or you seek relief under any law for the relief of debtors, or if bankruptcy or insolvency proceedings are brought by or against you;
- d. you fail to comply with any of the other terms, conditions, provisions, representations or covenants in this Agreement and such failure continues for more than five (5) business days following receipt of notice describing such failure;



- e. any other existing or future agreement between Superior, or any of our affiliates, and you is terminated as a result of your default under that other agreement; or
- f. any sale, transfer, or other conveyance of the Customer Location(s) or the business conducted by Customer therefrom.

33. **Remedies upon Default.** Upon your default under this Agreement, we will have the remedies set out in this Agreement and any other remedies under applicable law and at equity, and we will have the right to exercise any or all of such remedies in any order and from time to time, to the extent permitted by applicable law or at equity. Such remedies include, but are not limited to, any of the following: (i) we may terminate this Agreement or any other agreement between us or any of our affiliates and you; (ii) we may sue you in any place for the amount you owe us, including any Termination Fee or related fees; and/or (iii) where permitted by applicable law, we may enter Customer Location(s) and repossess Equipment and/or evacuate any Product contained in the Equipment and any applicable fees or charges shall apply and Customer agrees title to any Product contained in the Equipment passes to Superior immediately upon default. In the event Superior elects to terminate this Agreement upon your default hereof prior to the expiry of the Term, applicable Termination Fees and any other applicable fees set forth in this Agreement, shall be payable by Customer to Superior.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SUPERIOR PLUS LP, BY ITS GENERAL PARTNER,
SUPERIOR GENERAL PARTNER INC.**

TOWNSHIP OF NORTH KAWARTHA

By: _____

By: _____

Name: _____

Name _____

Title _____

Title: _____

[SPACE INTENTIONALLY LEFT BLANK –GENERAL TERMS AND CONDITIONS AND OTHER RIDERS (AS APPLICABLE) FOLLOW]



APPENDIX A: GENERAL TERMS AND CONDITIONS

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY. BY ENTERING INTO THE AGREEMENT, OR BY REQUESTING OR ACCEPTING PRODUCT, EQUIPMENT OR SERVICES FROM SUPERIOR, YOU AGREE TO THESE GENERAL TERMS AND CONDITIONS AND THE CUSTOMER TERMS IN THEIR ENTIRETY.

For the purposes of these General Terms and Conditions and other Riders (as applicable), capitalized terms used, but not defined below, shall have the meanings ascribed to them in the Cover Page and Customer Terms, as applicable.

Personal Information

1. To the extent that Customer provides any personal information to Superior in association with Customer's account, Customer represents that it has obtained the consent from the individual(s) concerned to Superior collecting, using, and disclosing any such applicable personal information, including with financial institutions, our subsidiaries and affiliates, and our service providers for the purposes of verifying identity for regulatory compliance purposes; establishing, servicing and collecting on Customer's account; providing the equipment, other products and services Customer requests; providing credit references; communicating with Customer for these purposes; and meeting legal, regulatory, audit, processing and security purposes, and as otherwise permitted or required by law. Customer represents that the individual(s) concerned understand that they may withdraw this consent, request access to, or correction of their personal information that Superior controls at any time by contacting the office of Superior's Privacy Officer at 155 Wellington St. West, Suite 3610, Toronto, Ontario M5V 3H1, Attention: Privacy Officer or privacyofficer@superiorplus.com. To learn more about Superior's privacy practices, please see Superior's Privacy Policy available on [our website](#).

Email & SMS Communications

2. You consent to receive notifications about your accounts and the Product, Equipment and Services provided under this Agreement from Superior, our agents, mandataries, representatives, affiliates or any other party contacting you on our behalf, to the e-mail address and mobile telephone number that you provide to Superior. You agree we may contact you in any way, including SMS and text messages, calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system. If you would like to opt out of receiving SMS and text messages you may do so at anytime either through your MySuperior account online or at the contact information provided on page one (1) of this Agreement.

Changes to this Agreement

3. **Subject to Section 19 of the Customer Terms, Superior may unilaterally change this Agreement from time to time, to the extent permitted by applicable law. We will provide notice before a material change comes into effect through either your MySuperior account online or by phone, email or mail in accordance with the contact information provided on page one (1) of this Agreement or otherwise associated with your Customer Account. Depending on the nature of the change, Customer may be provided the option to opt-out of such change in the manner set out in the applicable notice.**

Acknowledgement and Waiver

4. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE YOU ARE GIVING UP AND WAIVING CERTAIN LEGAL RIGHTS AGAINST SUPERIOR, INCLUDING THE ABILITY TO SEEK DAMAGES AND LOSSES, INCLUDING DAMAGES FOR PERSONAL INJURY TO YOU OR OTHERS. YOU AGREE THAT THE PROVISIONS HEREOF ARE REASONABLE, VALID AND ENFORCEABLE AND THAT YOU HAVE CAREFULLY READ THIS SECTION AND HAVE HAD THE OPPORTUNITY TO OBTAIN LEGAL ADVICE REGARDING YOUR RIGHTS.
5. YOU ACKNOWLEDGE THAT THERE ARE HAZARDS ASSOCIATED WITH THE STORAGE AND USE OF PRODUCT AND THE PRESENCE AND/OR USE OF THE EQUIPMENT, AND YOU UNDERSTAND SUCH HAZARDS AND THAT YOU HAVE ACKNOWLEDGED AND AGREED TO OBLIGATIONS IN CONNECTION WITH THE USE OF PRODUCT AND THE PRESENCE AND/OR USE OF THE EQUIPMENT AS MORE PARTICULARLY DESCRIBED IN SECTION 27 OF THE CUSTOMER TERMS.

Indemnity

6. CUSTOMER SHALL BE LIABLE FOR AND SHALL INDEMNIFY AND HOLD HARMLESS SUPERIOR, ITS AFFILIATES, AND ITS AND THEIR AGENTS, MANDATARIES, EMPLOYEES, CONTRACTORS, OWNERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AND ADVISORS FROM ANY AND ALL ACTIONS, CLAIMS, SUITS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES), LOSSES, DAMAGES TO PERSON OR PROPERTY, INJURY, DEATH OR ECONOMIC LOSS OF ANY KIND (COLLECTIVELY, "**LOSSES**") CAUSED BY:
 - a. ANY BREACH OF THIS AGREEMENT BY CUSTOMER;
 - b. ANY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF CUSTOMER, ITS AFFILIATES, AND ITS AND THEIR INVITEES, AGENTS, MANDATARIES, EMPLOYEES, SUBCONTRACTORS (INCLUDING THIRD PARTY CONTRACTORS) OR THIRD PARTIES ACTING ON BEHALF OR INSTRUCTION OF CUSTOMER;
 - c. EQUIPMENT, CUSTOMER-OWNED EQUIPMENT AND ANY PROPANE SYSTEM RELATED ACCESSORIES AND APPLIANCES WHILE THEY ARE INSTALLED AT CUSTOMER LOCATION(S) OR OTHERWISE IN THE CARE AND CONTROL OF CUSTOMER, ITS AFFILIATES, AND ITS AND THEIR INVITEES, AGENTS, MANDATARIES, EMPLOYEES, SUBCONTRACTORS (INCLUDING THIRD PARTY CONTRACTORS) OR THIRD PARTIES ACTING ON BEHALF OR INSTRUCTION OF CUSTOMER; AND/OR



- d. THE PRODUCT WHICH OCCURS AFTER DELIVERY OF PRODUCT INTO THE EQUIPMENT AND PROPANE SYSTEM RELATED ACCESSORIES AND APPLIANCES (INCLUDING LOSSES CAUSED BY CUSTOMER'S TRANSPORTATION, HANDLING, CARE, STORAGE, RESALE OR OTHER USE OF PRODUCT AFTER SUCH DELIVERY);

EXCEPT IN ALL CASES TO THE EXTENT SUCH LOSSES ARE CAUSED BY A BREACH OF THIS AGREEMENT BY SUPERIOR OR BY THE SOLE NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUPERIOR, OR ITS AGENTS, MANDATARIES OR EMPLOYEES.

7. SUPERIOR SHALL BE LIABLE FOR AND SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES, AND ITS AND THEIR AGENTS, MANDATARIES, EMPLOYEES, CONTRACTORS, OWNERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AND ADVISORS FROM ANY AND ALL LOSSES CAUSED BY:

- a. ANY BREACH OF THIS AGREEMENT BY SUPERIOR; AND/OR
- b. ANY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF SUPERIOR, ITS AGENTS, AFFILIATES, EMPLOYEES OR SUBCONTRACTORS (INCLUDING THIRD PARTY CONTRACTORS);

EXCEPT IN ALL CASES TO THE EXTENT SUCH LOSSES ARE CAUSED BY A BREACH OF THIS AGREEMENT BY CUSTOMER OR BY THE NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF CUSTOMER, OR ITS AGENTS, MANDATARIES OR EMPLOYEES.

Limitation of Liability

8. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE BASIS ON WHICH A PARTY IS ENTITLED TO CLAIM DAMAGES (INCLUDING BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT OR EXTRA-CONTRACTUAL LIABILITY CLAIM), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THIS SECTION 8 DOES NOT APPLY TO CUSTOMER'S FAILURE TO PAY ANY AMOUNT OWING TO SUPERIOR UNDER THIS AGREEMENT (INCLUDING AMOUNTS OWING FOR PRODUCT, EQUIPMENT AND SERVICES RENDERED, OR THE TERMINATION FEE).
9. IF WE ARE UNABLE TO PERFORM ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT BECAUSE OF CIRCUMSTANCES OR EVENTS BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION, THE ABILITY TO DELIVER PRODUCT OR PROVIDE THE SERVICES TO YOU DUE TO INCLEMENT WEATHER OR UNSAFE CONDITIONS REGARDLESS OF THE CAUSE, WE SHALL BE EXCUSED FROM THE PERFORMANCE OF SUCH OBLIGATIONS FOR THE DURATION OF SUCH CIRCUMSTANCES OR EVENTS AND YOU AGREE WE SHALL NOT BE LIABLE TO YOU FOR ANY SUCH FAILURE TO PERFORM AND ANY LOSSES WHATSOEVER THAT MAY ARISE THEREFROM. YOU FURTHER AGREE AND ACKNOWLEDGE THAT IT IS WITHIN OUR SOLE DISCRETION, HAVING REGARD TO THE SAFETY OF OUR EMPLOYEES, AGENTS AND MANDATARIES TO DETERMINE WHETHER WE ARE UNABLE TO DELIVER PRODUCT OR PROVIDE YOU THE SERVICES DUE TO INCLEMENT WEATHER OR UNSAFE CONDITIONS.
10. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIABILITY OF SUPERIOR TO CUSTOMER FOR ANY LOSSES UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO AN AGGREGATE AMOUNT (THE "**MAXIMUM LIABILITY AMOUNT**") THAT SHALL BE THE LESSER OF: (I) THE TOTAL AMOUNT PAID BY CUSTOMER TO SUPERIOR FOR THE PRODUCT, EQUIPMENT AND SERVICES UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE MONTHS; AND (II) \$2,000,000. FOR THE AVOIDANCE OF DOUBT, THE MAXIMUM LIABILITY AMOUNT SHALL NOT APPLY WITH RESPECT TO AMOUNTS INCURRED OR PAYABLE IN RESPECT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF SUPERIOR, ITS EMPLOYEES, AGENTS, OR MANDATARIES.

Product Warranty; No Representations or Warranties Regarding the Equipment

11. Superior warrants that Product supplied will conform to the specifications set out in Section 2 of the Customer Terms. Customer's sole remedy for the delivery of non-specification Product shall be limited to the price of the Product not meeting specification.
12. Superior is not the manufacturer of the Equipment and we make no representations, warranties or conditions as to the performance of the Equipment to you, except for those which are imposed by statute and which you cannot waive.

Disclaimer

13. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPERIOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, LEGAL OR IMPLIED, WITH RESPECT TO ANY PRODUCT, EQUIPMENT OR SERVICE PERFORMED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, QUALITY, DURABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND ACCEPT ALL PRODUCT AND EQUIPMENT ARE DELIVERED AS IS AND WITH ALL FAULTS.

Confidential Information

14. The parties agree that all information, documentation, data and reports, including without limitation all provisions of this Agreement, provided by either party in the course of the performance of this Agreement shall constitute confidential information ("**Confidential Information**"). The parties agree not to divulge any Confidential Information to any outside source (including governmental agencies) unless:
 - a. prior approval to divulge or use the Confidential Information has been received from the other party, which approval shall not be unreasonably withheld;
 - b. the Confidential Information is part of the public knowledge or literature;

- c. the Confidential Information is, in the opinion of the receiving party's legal counsel, required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed what is required; or
 - d. such Confidential Information is or was learned through independent discovery or through a third party without, to the knowledge of the recipient, being in breach of an obligation of confidentiality or good faith.
15. If the recipient may, in its legal counsel's opinion, be required to disclose Confidential Information in circumstances described in Section 14.c of this Appendix A, the recipient, if permitted by law, shall provide the disclosing party with prompt prior written notice of such requirement so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such protective order or other appropriate remedy is not obtained or the disclosing party waives compliance with the provisions of this Section 15, the recipient agrees to:
- a. furnish only that portion of the Confidential Information which it is advised by opinion of counsel it is legally required to disclose; and
 - b. exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.
16. Upon termination of this Agreement in accordance with its terms, the recipient will: (i) return or destroy all originals and copies of Confidential Information provided by the disclosing party; and (ii) maintain as confidential, as per this Agreement, any documents or reports developed in paper and electronic format by the recipient.
17. The recipient acknowledges and agrees that the disclosing party may be irreparably injured by a breach of Sections 14 to 17 of this Appendix A, and that any such breach cannot be adequately compensated for by damages. The disclosing party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of confidentiality by the recipient. Such remedies shall not be deemed to be exclusive remedies, but shall be in addition to all other remedies available at law or at equity.

General

18. **Representations.** If Customer is not an individual, Customer represents and warrants to Superior that:
- a. Customer is a corporation, or other legal entity, duly organized and validly existing under the laws of its jurisdiction of formation and is authorized to carry on business in the jurisdiction in which the Customer Location(s) are located;
 - b. Customer has all the requisite corporate power and authority to execute this Agreement and perform its obligations hereunder;
 - c. the execution of this Agreement will not violate, nor be in conflict with, any of the constating or governing documents of Customer, applicable law or any agreement, instrument, permit or authority to which Customer is a party or by which Customer is bound or subject;
 - d. this Agreement has been duly executed and delivered by the Customer and all other documents executed and delivered by the Customer pursuant to this Agreement will be duly executed and delivered by Customer. This Agreement does, and such documents will, constitute legal, valid and binding obligations of Customer enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, and other similar laws affecting creditors' rights generally and the discretion of courts with respect to equitable or discretionary remedies and defences;
 - e. no authorizations or approvals or other action by, and no notice to or filing with, any governmental authority exercising jurisdiction over Customer is required to enable the due execution and delivery by Customer of this Agreement or performance of its obligations hereunder;
 - f. Customer will comply with all applicable laws in its dealings with Superior and in the performance of its obligations under this Agreement;
 - g. Customer acknowledges that Superior prohibits the use of forced labour and child labour in its operations and supply chains and that Superior expects our suppliers, partners, customers and other stakeholders to take reasonable measures to mitigate these risks and avoid any association with all forms of modern slavery; and
 - h. Customer is a sophisticated business entity and is fully capable of understanding the terms of this Agreement and has read this Agreement and fully understands this Agreement and its obligations and liabilities hereunder.
19. **Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of the Province of Ontario, without reference to conflict of law principles, and the applicable federal laws of Canada therein.
20. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, in whole or in part, without our prior written consent but may be transferred or assigned by Superior without restriction and without notice to you. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement shall enure to the benefit of and be binding upon each party and its respective heirs, executors, successors and permitted assigns. Superior may delegate the performance of any of its obligations under this Agreement to any other person or entity without the consent of, or notice to, Customer.
21. **Notice.** All notices required under this Agreement shall be in writing and may be delivered personally, by courier, by mail or by e-mail to the respective address set out on page one (1) of this Agreement, through your mySuperior account online or by Superior posting such notice on Superior's website www.superiorpropane.com, and such notice shall be deemed received when so delivered (personally or by courier) or posted (by website), when such email or notice through your mySuperior account online is confirmed transmitted, or, if mailed, two (2) business days after the date such letter is posted.
22. **No Waiver.** A provision of this Agreement is not waived unless in writing by an authorized representative of Superior. No waiver of any term of this Agreement or failure or overlooking of a breach of any provision shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision or prevent us from subsequently taking action.

23. **Remedies.** Customer agrees that the exercise by Superior of any rights as stated in this Agreement shall be without prejudice to any other rights available by law or under this Agreement.
24. **Severability.** Each provision of this Agreement is distinct and severable. If any provision of this Agreement is prohibited by any applicable law, by-law, or regulation of any applicable governmental authority or is determined by a court of competent jurisdiction to be invalid or illegal, the prohibition or illegal provision shall only be ineffective to the extent of such prohibition, illegality or invalidity without invalidating the remaining provisions of this Agreement, all of which shall otherwise remain in full force and effect.
25. **Force Majeure.**
- No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or arises from, directly or indirectly, the following events ("**Force Majeure Events**"): acts of God, terrorism, wars (declared or undeclared), riots, labour disputes, shortage of labour, materials or supplies, inclement weather, including snow, ice, storms, forest fires, floods or impassible conditions, equipment failure or malfunction, failure of suppliers, storage facilities, pipelines or carriers to transport or furnish Product, or other contingencies beyond the reasonable control of the party (the "**Impacted Party**") or which would make performance commercially impractical.
 - The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
 - In the event that any supply of Product is disrupted due a Force Majeure Event, Customer agrees that notwithstanding anything to the contrary in this Agreement, Superior's obligations under this Agreement shall not in any way limit, or ever be construed to limit, Superior's rights to allocate its available supplies of Product among its customers, in such a manner as Superior may determine in its sole and absolute discretion at any time during the Term (an "**Allocation**"), even if such Allocation results in Customer obtaining less Product than desired. Further, Customer agrees that in the event Superior exercises its Allocation rights set forth in this Section 25.c: (i) Superior shall not be obliged to purchase additional supplies of Product to sell to Customer; and (ii) Superior shall not be liable to Customer for any loss and/or damage claimed by Customer as a result of such Allocation.
26. **No Partnership.** Customer acknowledges that this Agreement is not to be construed as (i) creating any partnership, agency relationship or other forms of legal association that would impose liability upon Superior for the actions or failure of the Customer, or (ii) providing the Customer with the right, power or authority (express or implied) to create any duty for, or obligation of, Superior.
27. **Entire Agreement.** This Agreement together with any applicable Rider, any other schedules or documents incorporated by reference herein and any amendments thereto shall constitute the entire agreement between the parties. The parties agree that there are no other promises, representations, warranties, agreements or conditions affecting this Agreement or binding upon Superior (negligent or otherwise) unless expressly contained in this Agreement. No amendment to this Agreement shall be effective unless in writing and signed by the parties, except as set forth herein.
28. **Survival.** The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement:
- Customer Terms: Section 15 (End of Service Fees), Section 23 (Personal Information), Section 26 (Equipment Ownership), Section 27.m (Services and Maintenance; Access), Section 28 (Customer-owned Equipment), Section 29 (Customer Location(s)), and Section 33 (Remedies upon Default); and
 - Appendix A: Section 1 (Personal Information), Section 2 (Email & SMS Communications), Sections 4 - 13, and 19 (Liability and Governing Law), Section 20 (Assignment), Section 21 (Notice), Section 22 (No Waiver), Section 23 (Remedies), Section 24 (Severability), this Section 28 (Survival), and Section 29 (Interpretation).
29. **Interpretation.** Section headings have been added for convenience of reference and will not be deemed part of this Agreement. For purposes of this Agreement, "will" and "shall" are intended to have equivalent meaning, and "including" will mean "including without limitation." References to statutory references include such references as updated or amended from time to time.
30. **Electronic Signature.** The parties hereto agree that this Agreement may be executed by electronic signatures and that the electronic signature of a party to this Agreement shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (a) to be "written" or "in writing," and (b) to have been "signed" or "duly executed". For greater clarity, for the purposes hereof, "electronic signature" includes a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform.
31. **Language.** The parties hereto have expressly requested this Agreement and related documents to be drafted in English. *Les parties aux présentes ont expressément requis que la présente entente et tous les documents y afférant soient rédigés en langue anglaise.*