

ENERGY PURCHASE / SALE AGREEMENT

AGVANCE BOOKING #: _____

DATE: _____

SELLER: PRO Co-op by _____

CUSTOMER: _____

PAYMENT DUE DATE: 15TH OF MONTH FOLLOWING DELIVERY

In Consideration of all the promises and agreements set forth herein, Seller and Customer do hereby agree:

Basic Terms: Pro Coop hereby agrees to sell and deliver, and Customer Hereby agrees to buy and receive the product and related products identified and incorporated herein (The "Products") in the quantity, at the price and during the timeframe specified below.

<u>PRODUCT</u>	<u>QUANTITY</u>	<u>UNIT PRICE (Cash)</u>	<u>TOTAL PRICE</u>	<u>DELIVERY PERIOD</u>
_____	_____	_____	_____	BEG DATE: _____ END DATE: _____
_____	_____	_____	_____	BEG DATE: _____ END DATE: _____
_____	_____	_____	_____	BEG DATE: _____ END DATE: _____
_____	_____	_____	_____	BEG DATE: _____ END DATE: _____
TOTAL PRICE SUMMARY:			_____	BEG DATE: _____ END DATE: _____

CONTRACT NOTES:

1. It is understood that Customer will pay to Pro Coop the sum of the Total Price column by the due date specified. Loss of cash discount on the contracted price of product and finance charges will be incurred if customer does not pay by the due date.
2. Customer agrees to the **terms and conditions SUMMARIZED on Page 2** of this agreement.

SPECIAL DELIVERY ARRANGEMENTS:

PLEASE SIGN AND RETURN ATTACHED COPY IMMEDIATELY, CALLING ANY ERRORS OR OMISSIONS TO OUR ATTENTION. AFTER 5 DAYS FAILURE TO DO SO IS UNDERSTOOD AS ACCEPTANCE.

IN WITNESS WHEREOF, the parties have caused this agreement and terms on the reverse side (or page 2) to be effective as of the date first above written.

SELLER: _____
SIGNATURE

CUSTOMER: _____
SIGNATURE

DATE: _____

DATE: _____

ENERGY PURCHASE / SALE AGREEMENT

Purchase and Sale Agreement SUMMARIZED Conditions

1. If product is not paid for by agreed upon due date, the cash discount will be forfeited and finance charges apply. Customer is still liable for the purchase he/she agreed upon.
2. Pro Coop is responsible for providing product that has the correct specifications agreed upon in contract. Product quality is not guaranteed other than good faith and effort on Pro Coop's part.
3. Pro Coop promises to deliver or supply the agreed upon products with exceptions of extreme circumstances reasonably out of its control. This includes but is not limited to: sudden supply chain interruptions or shortages, 3rd party transportation issues, government regulations, or Acts of God. In this case, the customer is only financially liable for the product that Pro Coop is able to deliver according to contract.
4. Any quantity purchased over the original contracted amount will be priced at that day's posted price per unit.
 - a. If customer does not take product by the end date specified:
 - i. Pro Coop has the right to void the remaining balance
 - ii. Pro Coop has the right to charge the customer the contracted price or the posted price on day of delivery for any contracted gallons delivered after the expiration of the contract; this is in addition to a cancellation fee of 20% of the value of the remaining quantity. Pro Coop may alternatively cancel the balance of Customer's contract to purchase such undelivered Product and/or terminate this Agreement.
5. If product becomes in short supply, those who have prepaid bookings will be allocated product first. Pro Coop can choose to allocate gallons amongst these contracted customers as long as it doesn't prevent one customer from timely operations over another. The customer will not be held liable for any product he/she has booked that cannot be delivered upon by Pro Coop.

THANK YOU FOR YOUR BUSINESS AND UNDERSTANDING THIS DOCUMENT THAT PROTECTS YOU AND YOUR CO-OP!

Initial by Customer: _____

Date: _____

Booking #: _____