

MAINE POTATO GROWERS, INC.
P.O. BOX 271
PRESQUE ISLE, MAINE 04769



MAINE POTATO GROWERS, INC.
2 GRANGE STREET
HOULTON, MAINE 04730

MPG NRLM CONTRACT

With this contract, you will be fixed at the price stated on the contract from the date of such contract, until the gallons have been delivered or October, whichever occurs first. Each prepaid customer must be on automatic delivery during duration of the contract period.

CUSTOMER INFORMATION

(ONE CONTRACT PER LOCATION AND FOR STATED ADDRESS BELOW ONLY)

Date: _____

Customer(s) Name: _____ Telephone: Day - _____
Eve - _____

Mailing Address: _____

Delivery Address: _____

Tank(s) Size : _____ Type of Fuel: _____

Delivery Instructions: _____ Automatic Delivery
Term; 7 days

TERMS & CONDITIONS

Maine Potato Growers, Inc., of Presque Isle, Maine ("Company"), agrees to sell _____ gallons of _____ (fuel type), at a fixed price of _____ per gallon for the period of 0 **May 1, 2009 through October 31, 2010. The Agreement does not take effect until the contract has been signed, received, and the payment received by the Company. If there are any price changes during the delay in signing the Agreement and receipt of first payment by the Company, the Company will have the option of changing the Agreement price and payment. Customer agrees to purchase NRLM from Company subject to the following conditions:**

- 1 This Box **MUST BE INITIALED. Liquidated Damages** - Because of the inherent volatility of the costs and expenses of selling fuel, if the Customer has not taken delivery of their contracted gallons from the Company as agreed by October 31st, there will be a penalty on any remaining gallons for liquidated damages. Customer will be responsible for paying the difference below the purchase price compared to the average market price on all unused gallons, based on the contract date of purchase. Customer acknowledges that this has been fully explained to them at the time of signing this contract by initialing on this line. _____
- 2 NRLM will be automatically delivered to Customer by Company at the address stated on page one of this contract only. If circumstances determine that automatic deliveries are not possible at beginning or during contract season because of circumstances that are beyond Companies control, Company will assume no responsibility for fuel runouts. _____
- 3 In no event will Company be liable or held responsible for any damages incurred as a result of failure or delay in delivery (acts of God, storms, closed roads, severe shortages, war, terrorism, etc.) to Customer of fuel due to situations beyond its control, force majeure, supplier interruptions, or government mandated allocations.
- 4 If any new taxes not in effect as of the date this agreement is signed are imposed against NRLM sales, Customer shall be responsible for all such taxes.
- 5 **Customer shall provide access to the fill pipe. Dogs must be restrained away from the fill area.**
- 6 The price fixed in this Agreement is based upon market conditions prevailing at the time of its execution. Purchases are made by Company based on Customer's projected needs. Company assumes all risk if prices increase during this Agreement.
- 7 The Customer acknowledges hereby that he/she is fully aware that the price of NRLM is very volatile and that there is the possibility that from time to time during the term hereof, the retail cash price may drop below the prepaid fixed amount.
- 8 **Customer agrees to pay invoice amount in full within seven days of receiving invoice. If there is failure to pay within the seven days, appropriate finance charges will be assessed.** _____
- 9 The parties agree that as of October 31, 2010, all remaining credit amounts held by Company on deposit will be either returned to Customer upon written request to our Credit Department or held on account for future fuel purchases at Company's standard daily retail pricing and credit terms. The credit balance can be applied to next year's contract if desired.
- 10 This Agreement may be terminated by Company if the Customer substantially fails to abide by his or her obligations hereunder, or fails to pay money owed to Company for goods and services other than heating oil subject to this Agreement.

