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DANIELS ENERGY TERMS AND CONDITIONS FOR GREMLIN LEASED/OWNED TANK MONITOR

The Gremlin Tank Monitor installed on Daniels Propane, LLC. Company Owned (leased) tanks is the sole property of Daniels Propane, LLC. and is provided on a lease basis.

The Gremlin Tank Monitor on Customer (property) Owned Propane tanks is the sole property of the customer and property where installed after payment has been received in full to Daniels Propane, LLC.

The Gremlin Tank Monitor is compatible with 98% of the above ground and underground Propane tanks in the marketplace.

Customer must be on an active Automatic or Will Call delivery status with Daniels Propane, LLC. purchasing a minimum of 150 gallons per year to be eligible for a monitor. (Applies to both company owned leased and customer owned tanks.)

Customer must be in good credit standing. Daniels Propane, LLC. reserves the right to refuse monitor rental if the customer does not meet our credit criteria.

Customer with either rented or customer owned monitors will be required to pay Daniels Propane, LLC. the monthly monitoring fee of \$6.95 (billed yearly). These fees cannot be refunded or prorated for any reason. Fees are subject to change and a 60 day notice will be provided.

Daniels Propane, LLC. reserves the right to cancel or remove the monitor at any time including, and not limited to: misuse of equipment, delinquent payments or if customer cancels doing business with Daniels Propane, LLC. The monitor may be removed at the same time as company owned (leased) tank is removed or at any time prior. Daniels Propane, LLC. reserves the right to charge a removal fee of \$130.00.

Customer agrees to return the monitor upon request of Daniels Propane, LLC. in working order for whatever reason or monitor will be deemed as purchased and customer account will be charged \$149.95 + applicable taxes. Customer agrees to reimburse Daniels Propane, LLC. full compensation for replacement of lost, stolen or damaged monitor.

Daniels Propane, LLC. reserves the right to increase the monthly/annual rental monitoring fee or any other associated fees and will provide a 60 day notice to customer.

The Gremlin Tank Monitor system works on Cellular Technology and requires use of a Cell Network Signal.

Propane delivery for customers on Automatic Delivery will be scheduled by the dispatch department when tank level is reported at 30%. Normal delivery will leave the tank at 80% of capacity. If Daniels Propane, LLC. fails to deliver in time and a run out occurs, all delivery and Safety Check fees will be waived.

Customers on Will Call delivery are responsible to monitor their tank level via the Gremlin Smart Phone App. Respond to their Smart phone notifications, low tank alerts or email notifications of low tank level and contact Daniels Propane, LLC. at once to order a delivery. If customer fails to call and order a delivery, and a run out of fuel occurs, a \$130.00 delivery fee and \$98.00 required Safety Check fee will be charged. Additional delivery charges may occur for night or weekend emergency delivery.

All Propane deliveries are done during normal business hours 7 am to 3 pm. Subject to change seasonally or in extreme weather conditions. Customer is responsible for maintaining safe access to the propane tank location for both the delivery truck and the driver. If the driveway is required for delivery access, driveway must be clear, salted, sanded and free of snow, ice, or any other obstacles. Daniels Propane, LLC. will not be held responsible for any delays in delivery due to unsafe conditions or access limitations. Daniels Propane, LLC. shall be held harmless for any damage done beyond our control if driveway access is required. We have the right to charge additional fees if a run out occurs due to inability to access property and propane tank.

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The Gremlin Tank Monitor is transferrable to a new owner if property is sold. New homeowner must establish fuel delivery service and resume payment of monitoring fees with Daniels Propane, LLC. within 30 days of sale, or Daniels Propane, LLC. can remove the monitor without notice.

Monitors purchased (from Daniels Propane, LLC.) on customer owned tanks have a one year warranty on parts only.

Customer understands that the Gremlin Monitor system is considered a backup monitoring system. Daniels Propane, LLC. has no control over its ability to maintain a signal and customer agrees to notify Daniels Propane, LLC. at once if weekly text/email notifications are not received which indicates the monitor is not working accurately. Daniels Propane, LLC. is not responsible for any delay in delivery or damages caused by faulty equipment, technical issues, power outages, loss of customer cell service, acts of war, terrorism, national crisis or any other circumstances beyond our control.

Any fees that are subject to Local, State or Federal Taxes are subject to change without notice and will be levied by Daniels Propane, LLC. to the terms of any required taxation.