

NO RUN OUT COMMITMENT TERMS AND CONDITIONS

These No Run Out Commitment Terms and Conditions (these “**Terms and Conditions**”) are subject to the terms and conditions contained in any Eligible Customer’s (defined below) propane supply agreement (“**Supply Agreement**”) with Superior Plus LP or any of its subsidiaries or affiliates, as applicable (“**Superior**”). If there is any conflict between these Terms and Conditions and a Supply Agreement, the Supply Agreement will prevail, as applicable.

No Run Out Commitment (the “Commitment”):

1. An Eligible Customer that experiences a Customer Service Failure¹ will receive a specified amount of free propane gallons or litres, as applicable (“**Free Product**”), as further detailed under Section 2.
2. The Free Product awarded to an Eligible Customer as a result of a Customer Service Failure will be equal to 20% of the total capacity of the Impacted Tank(s)². For example, if: (a) an Eligible Customer has two 500-gallon tanks connected to a residence and one 500-gallon tank connected to an outbuilding; and (b) only the two 500-gallon tanks connected to the residence experience a Customer Service Failure, then the amount of Free Product awarded as a result would equal 200 gallons (or 756 litres). Free Product will be automatically applied to Eligible Customer’s next propane delivery(ies) into the Impacted Tank(s), until exhausted.
3. Free Product is non-transferable, has no cash value, and will be forfeited if not applied within 12 months from the date the Free Product is awarded.

Eligibility Criteria and Disqualifications:

4. The Commitment applies exclusively to residential customers in Canada and the United States, which customers:
 - a. have experienced a Customer Service Failure, as determined by Superior, in its sole discretion;
 - b. are on an automatic delivery program for at least 10 days prior to a Customer Service Failure; and
 - c. are current and not in breach or default under their Supply Agreement at the time of Customer Service Failure and Free Product delivery.
5. Notwithstanding the foregoing, the Commitment will not apply if any one of the following disqualification circumstances exists:
 - a. a Customer Service Failure has not occurred, as determined by Superior, in its sole discretion;
 - b. customer’s account was on a delivery/credit hold within 10 days prior to a Customer Service Failure;
 - c. customer switches from ‘will call’ delivery program to automatic delivery program within 10 days prior to a Customer Service Failure;
 - d. customer fails to notify Superior of a material change in their propane usage within 12 months prior to a Customer Service Failure, including any change in propane-fueled appliances; or
 - e. Impacted Tank(s) were filled by a propane supplier other than Superior within 12 months prior to a Customer Service Failure.
6. Any customer that: (a) satisfies the eligibility criteria under Section 4; and (b) is not otherwise disqualified under Section 5, is referred to in these Terms and Conditions as an “**Eligible Customer**”. Superior may reasonably request evidence of a Customer Service Failure from a customer for purposes of determining eligibility and/or disqualification hereunder.

General:

7. Free Product is subject to applicable taxes and other fees as set out in any Eligible Customer’s Supply Agreement.
8. Free Product will appear on delivery tickets only and will not be reflected as a transaction in Eligible Customer’s online account balance, if applicable.
9. The Commitment and these Terms and Conditions are effective as of February 1, 2026 and do not apply retroactively to any events or circumstances that occurred prior to such date. Superior reserves the right to amend these Terms and Conditions and/or terminate the Commitment at any time without notice.

¹ A “**Customer Service Failure**” occurs when: (a) there is inadequate propane supply in storage tank(s) serviced by Superior, as determined in Superior’s sole discretion based on factors such as volume level, outside air temperature, and/or connected appliances; and (b) such inadequate propane supply is caused by acts or omissions within Superior’s reasonable control, such as inaccurate tank monitoring or scheduling/dispatch errors. For the avoidance of doubt, the following circumstances or events do not constitute a Customer Service Failure: (i) delivery of propane by Superior is prevented or hindered by a force majeure event (as described under a Supply Agreement), actions taken by customer, or other cause beyond Superior’s reasonable control, including, without limitation, tank or property accessibility issues; and (ii) first propane delivery by Superior into empty tank(s) at a customer’s property following initial installation (for a new Superior customer) or subsequent installation (for a change/substitution of tank(s)).

² “**Impacted Tank(s)**” means one or more propane storage tank(s) that experiences a Customer Service Failure at a customer location governed by Eligible Customer’s Supply Agreement.