



**CUSTOMER AGREEMENT
(Commercial)**

Full Name:	PASEO MASTER HOMEOWNERS ASSN. INC	Email:	ARADLER@KWPMC.COM
Billing Address: C/S/Z		Business Phone:	
		Mobile Phone:	
Service Address: (if different)	11611 PASEO GRAND BLVD. FORT MYERS FL 33912	Directions:	
Credit Information (required)			
See separate Commercial Credit Application			
Schedule of Current Fees*			
Rate: Commercial	Price COST PLUS \$0.65 LPA in effect 1.30.20-1.29.21	Installation Fee: \$ 0.00	
Gas Check: \$ N/C	Monthly Maintenance Fee/Tank Rent: \$ 0.00	Per Delivery Charge: \$ 17.42	
Minimum Annual Purchase: 6400 GALLONS	Cancellation Fee: \$8500.00		
*The above fees and rates are in effect as of the date of this agreement and are subject to change based on market conditions and FOB price to Company.			
Office Use Only			
CSR/Sales Initials:	Branch:	Route/Seq:	
Appliances:	Lot Number:	Account Type:	
Development:	Prev Supplier:	Est Gallons Per Year:	

Tank Size: (1) 1000 GALLON AND (1) 500 GALLON UNDERGROUND LP AND (30) 20LB CYLINDERS_ Tanks and related utilization equipment.

This Agreement dated this 30thth of January, 2020, (the "Effective Date") is by and between PASEO MASTER HOMEOWNERS ASSN. INC, a **Florida limited liability company**. ("Customer"), and THOMPSONGAS, LLC, a Maryland limited liability company ("Company"). In consideration of the mutual promises contained below, COMPANY and CUSTOMER agree as follows:

1. AGREEMENT TO BUY AND SELL

Company will sell to Customer, and Customer will purchase from Company, on an exclusive basis, all propane required by Customer during the term of this Agreement ("**Product**").

2. EQUIPMENT: INSTALLATION AND TITLE TO EQUIPMENT

(a) Company will lease to Customer throughout the term of this Agreement the necessary tank(s) and related propane distribution equipment ("**Equipment**") for the location set forth under Customer's name on the cover page to this Agreement (the "**Premises**"). Company will install the Equipment on the Premises. After installation, Company may substitute or adjust Equipment as it determines in its sole discretion. Company shall have access at all times to the Premises for all purposes necessary to carry out the provisions of this Agreement, including entering upon the Premises to install, maintain or remove the Equipment, without risk or liability for trespass. All connection and disconnection of the Equipment shall be completed only by Company's employees or authorized contractors or representative(s).

(b) Title to and ownership of Equipment shall at all times remain with Company. Customer will not acquire any right or interest in the Equipment except to use the Equipment in accordance with the terms of this Agreement, and Customer has no right to assign, pledge or otherwise convey any interest therein. Customer will sign all documents requested by Company to evidence or otherwise confirm Company's title to and ownership of Equipment.

3. PRICE AND EQUIPMENT

Customer shall pay Company:

(a) for all Product delivered to the Premises according to Company's established price on the date of delivery and any Minimum Annual Purchase amounts pursuant to Section 5 of this Agreement; Customer understands and agrees that the price Customer will pay for each delivery is dependent on a number of different factors, which will vary over time, including, but not limited to, the direct and indirect costs incurred by the Company to acquire, store and deliver the Product

sold to Customer, the volume of Product purchased by Customer and prevailing conditions. Because of this variability in price, Customer acknowledges that the price paid by Customer for any delivery of Product may be different from (A) the Price charged to Customer for an earlier or later delivery of Product, (B) the price charged at any time to other purchasers of Product by the Company or any other company, or (C) any published price index. The price charged by the Company for Product will be fair and competitive in the market place given the factors which impact the price of the Product as noted above;

- (b) Unless otherwise set forth above, an installation fee for labor and material upon installation of Equipment and a maintenance fee for all taxes, permits and fees with respect to the sale, installation, inspection, storage and use of the Equipment and Product at the Premises;
- (c) for all repairs and/or service to the Equipment;
- (d) where applicable, all rental, maintenance, "Haz-Mat", fuel surcharge, and delivery fees;
- (e) for any missing Equipment and, upon termination of this Agreement, any unreturned or damaged Equipment (excluding ordinary wear and tear);
- (f) if requested by Company, a security deposit determined by Company in its sole discretion to be held by Company in an interest free account, which deposit may be applied by Company at any time and from time to time to any sums due under this Agreement, after which Company may, in its sole discretion, require Customer to post an additional deposit; and
- (g) all labor and material fees necessary to adjust, modify or correct the Equipment or its installation if Customer constructs or allows to be constructed a building addition or effects a modification of the Premises or appliance installation that places the Equipment or its installation out of compliance of applicable laws or codes (it being understood that Customer shall give Company prior written notice of any such planned addition, modification or installation).

Except as otherwise provided under this Agreement, all prices, fees and rates due or that may be due under this Agreement are subject to change from time to time throughout the term of this Agreement, as determined by Company in its sole discretion.

4. MINIMUM PURCHASE REQUIREMENT

- (a) Customer shall purchase from Company the Minimum Annual Purchase (as defined on the first page of this Agreement) of Product every twelve (12) month period of this Agreement commencing on the Effective Date and ending the first anniversary of the Effective Date for the first year of this Agreement and every twelve (12) month period thereafter by the annual anniversary of the Effective Date during the term of this Agreement (each a "Contract Year"). Should Customer's consumption of Product during any Contract Year be less than the Minimum Annual Purchase amount, Customer will pay Company the difference between the amount so billed for Product actually delivered during a Contract Year and the amount billable for the Minimum Annual Purchase at the price prevailing at the end of such Contract Year. In addition, if Customer should at any time request a delivery of less Product than is required to fill installed cylinder(s) / tank(s) to its rated capacity, Company shall have the right to assess, and Customer shall pay Company, additional charges, including a minimum usage fee. Notwithstanding the foregoing, for the initial term of this Agreement and any renewal term that expires on a day other than June 30th (assuming Customer's full compliance with the terms and conditions of this Agreement), Customer shall only be required to purchase a portion of the Minimum Annual Purchase of Product determined by multiplying the Minimum Annual Purchase by a fraction, the numerator of which is the number of days remaining in the then-current Contract Year on the date that Company sets the tank at the Premises and the denominator of which is the number of days in such Contract Year.
- (b) Customer agrees to accept automatic deliveries of Product from Company at times based on Customer historical usage patterns. As usage patterns may change without Company's knowledge, Customer shall ultimately be responsible for ordering from a Company representative all Product, and Customer shall be responsible for maintaining at least one (1) week's usage of Product at the Premises at all times. After Customer contacts an authorized Company representative to order Product, Company agrees to provide such Product within a reasonable period of time according to its regular delivery schedule, subject to weather conditions, customer demand and Section 11 hereof.
- (c) Company shall not be responsible for damage to the Premises or other property of owner or any other person due to Product supply interruption caused by Customer's failure to notify Company of modifications to Property, the addition of equipment and/or appliances, increase in unit occupancy size, Customer's request for less Product than is required to fill install cylinder(s)/tank(s) to full capacity, the addition of extended hours of operation by the Customer, an increase in the number of operational shifts by Customer or its breach of Section 5(b) above.

5. TERM: REMOVAL OF EQUIPMENT

- (a) This Agreement shall be in effect for a term commencing on the date hereof and ending five (5) years after the service activation date. This Agreement may be terminated by Customer or Company by either party giving the other written notice within ten (10) days prior to expiration of the current term (subject to Company's right to match price as outlined in Section 4 above), provided that this Agreement will automatically be renewed for successive one (1) year terms at the end of each current term in the absence of such notice.

Termination of this Agreement by Customer prior to the end of the term, or default by Customer of Customer's obligations under this Agreement, constitutes a material breach of this Agreement. Customer agrees that Company's damages in the event of a material breach by Customer are difficult or impossible to determine and, therefore, Customer will pay Company a reasonable estimate of Company's damages, as determined by Company, as well as a Cancellation Fee, as outlined in the Schedule of Fees, above.

- (b) Upon any termination of this Agreement, Customer will pay labor and material fee for removal of Equipment related to such termination and forfeit to Company all Product remaining in the tank for no consideration or credit given therefor. Prior to removal of Equipment, no person other than Company shall claim or charge any storage or rent for said Equipment.

Company shall not be liable for any damage to the Premises by any removal of Company's Equipment, including the removal of underground tanks and piping, except as directly caused by Company's gross negligence or willful misconduct. Company may disconnect any appliance or Equipment, regardless of ownership, deemed by Company to be unsafe for use.

- (c) Upon any termination of this Agreement, Customer shall arrange for an established and certified third-party provider of Product to promptly perform a leak test as described in NFPA (National Fire Protection Association) 54 and 58 and provide documentation of that test to Company within 10 days of termination.

6. MAINTENANCE OF EQUIPMENT

- (a) Customer will not to change, remove, fill, alter, tamper with or attempt to service any of the Equipment. Company shall be held harmless by Customer for unauthorized servicing of Company Equipment, for defects in, damages to, or injuries resulting from Equipment, and for all lawsuits and losses caused by any Equipment, except to the extent directly caused by Company's gross negligence or willful misconduct.
- (b) Customer has an affirmative duty to promptly notify Company of any maintenance issues with or damages to the Equipment. Customer agrees that, notwithstanding such notice given to Company, Company shall not be liable for any damages or injuries related to the Equipment, including, without limitation, those resulting from or caused by (i) Customer's failure to properly maintain the Equipment or (ii) alterations or damage to, or destruction of the Equipment caused or effected by Customer, a third party or an Act of God, in each case except to the extent directly caused by Company's gross negligence or willful misconduct.

7. CHANGE OF OWNERSHIP OF PREMISES

Customer will notify Company fourteen (14) days prior to any sale or change in title to the Premises on which Equipment is located pursuant to this Agreement. Customer shall advise the new owner of the Premises of the existence of this Agreement and Company shall not be required to provide a refund to Customer or new owner for Product sold to Customer once Customer has moved from the Premises. If the purchaser of the Premises does not engage Company for the provision of Product to the Premises, Customer shall be deemed to have terminated this Agreement prior to the expiration of the current term.

8. LIABILITY AND INDEMNIFICATION

- (a) Customer accepts the risks inherent in the storage, installation, use, delivery and refueling of Equipment and Product on the Premises and hereby releases the Company, waives all claims against the Company, agrees to sue the Company and agrees to indemnify and hold Company and its agents, directors, officers and employees harmless from all damages and injuries (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (a) any loss or damage to the Equipment or any component thereof, the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, installation, maintenance or lack of maintenance of the Equipment or Product, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (b) Customer's breach of any provision of this Agreement, including, without limitation, Customer's failure to maintain appropriate levels of Product at the Premises pursuant to Section 5(b) hereof (including, without limitation, resulting in any water damage or damage to plumbing or other systems at the Premises); (c) the existence, use, manufacture, storage, release or disposal of hazardous materials by Customer or any other person (whether or not on the Premises) on, under or near the Equipment; and/or (d) any return or repossession of the Equipment by Company or its designee, except to the extent directly caused by Company's gross negligence or willful misconduct.
- (b) In no event will either party be liable to the other or any other person for any special, incidental, consequential or punitive damages arising out of this Agreement, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damage and even if such damages could have been reasonably foreseen. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO THE PREMISES AND THE EQUIPMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. INSURANCE

Customer shall obtain and keep in force, during the entire term of this Agreement and extending for a period of two (2) years after the termination of this Agreement (the "Run-Off Period"), commercial general liability (covering injury to property and

persons) and other appropriate hazard insurance policies with respect to the Premises and the use of the Product and Equipment thereon, with minimum aggregate limits of not less than One Million Dollars (\$1,000,000) per person and Three Million Dollars (\$3,000,000) per occurrence, which insurance policies shall name Company and its affiliates as additional insureds. Customer shall provide Company with current and complete copies of such insurance policies during the term of this Agreement and the Run-Off Period, including as such policies are obtained and renewed from time to time.

10. UNFORESEEABLE INTERRUPTION OF SERVICES

Company's obligation to perform under this Agreement shall be excused due to floods, fire, war, accidents, labor disturbance supply interruptions, unavailability of Product or any condition preventing safe access to the Equipment and any other causes beyond its control.

11. ASSIGNMENT; PARTIES BOUND

CUSTOMER SHALL NOT ASSIGN THIS AGREEMENT IN ANY RESPECT WITHOUT COMPANY'S PRIOR WRITTEN CONSENT. This Agreement shall be binding upon the heirs, administrators, successors and assigns of the parties hereto whose signatures appear of this Agreement. Customer represents that the necessary approval has been obtained from all interested parties, including spouse and/or landowner(s) to bind such parties to the terms of this Agreement.

12. MISCELLANEOUS

- (a) If any of the provisions of this Agreement are ever deemed unenforceable by a court of competent jurisdiction, then such provisions will be modified and/or deleted to maintain the enforceability of this Agreement in a manner that best preserves the intent and purposes of the parties entering into this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (b) The obligations of Customer under Sections 2(a) (Equipment: Installation and Title to Equipment), 3 (Price and Equipment), 4 (Minimum Purchase Requirement), 4 (Term; Removal of Equipment), 6(b) (Maintenance of Equipment), 8 (Liability and Indemnification), 9 (Insurance), 11 (Assignment; Parties Bound), 12 (Miscellaneous), 13 (Forward Contract) and 14 (Amendments) of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- (c) If Customer fails to perform any of its obligations under this Agreement, Company shall have the right, but not the obligation to effect such performance and Customer shall pay to Company upon demand all reasonable costs and expenses of Company to effect such performance.
- (d) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, REGARDLESS OF THE LOCATION OF THE PREMISES OR THE EQUIPMENT.
- (e) CUSTOMER AND COMPANY WAIVE ALL RIGHT TO TRIAL BY JURY FOR ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND ARISING FROM OR RELATING TO THE EQUIPMENT OR THIS AGREEMENT.
- (f) All notices shall be deemed given within three (3) business days after deposited in the mail postage prepaid, unless such party has given notice to the other that its address has changed.
- (g) This Agreement supersedes all prior agreements, written or oral, between the parties (which have no legal effect) and shall constitute the entire Agreement between the parties hereto. The terms of a separate "Underground Tank Agreement and/or Easement," if applicable, are incorporated by reference into this Agreement; provided, however, that in the event of any conflict between such agreement and this Agreement, the terms and conditions of this Agreement shall prevail.
- (h) Customer hereby acknowledges receipt of Company's Customer Packet containing safety information relating to the physical characteristics and safe usage of propane. Customer Packet also contains information on Company's Budget Payment Plan, statements, delivery method, GAS Check and Vent Free Facts, or has had the opportunity to review the same on the Company's website: www.thompsonsgas.com

13. FORWARD CONTRACT

THIS AGREEMENT IS A "FORWARD CONTRACT" AND COMPANY IS A "FORWARD CONTRACT MERCHANT" FOR PURPOSES OF THE U.S. BANKRUPTCY CODE, AS AMENDED.

14. AMENDMENTS

This Agreement may only be modified by a written agreement between the parties.

15. CREDIT TERMS AND POLICY

For Customers with approved credit, Company extends open account terms consisting of the following:

- (a) Payment in full is due 15 days after invoice date.
- (b) A finance charge will be assessed at the rate of 18% per annum or 1.5% per month or the maximum amount allowed by law from date of invoice. Additional late payment fees and penalties may apply.
- (c) Company may shut off the supply of propane or refuse to deliver additional propane without terminating the Customer Agreement or Customer's obligations under this agreement, for non-payment of any charge for propane, merchandise, or


- service not paid within 30 days from invoice date. Company shall not be liable for personal injuries, property damage, losses or expenses resulting from the discontinuance or exhaustion of Customer's propane supply.
- (d) In the event that an attorney or agency is utilized to enforce or collect any obligation incurred by Customer, Customer shall be required to pay all reasonable counsel fees and disbursements of Company as permitted by law.
 - (e) See Commercial Credit Application for additional credit terms and conditions, which are incorporated herein.

IN WITNESS WHEREOF, Customer and Company have duly executed this Agreement as of the date first above written.

"Company"
THOMPSONGAS, LLC,
a Maryland limited liability company

"Customer"
Paseo Master Homeowners Assn. INC,
a Florida
Limited liability company

By: _____
Authorized Representative

By: 
Name: *Adam Redler*
Title: *General Manager*
(Authorized Person)



**LOCKED PRICE
SALES AGREEMENT**

The following confirms our:

Customer: PASEO MASTER HOA INC

Sales Agreement

Date: 1/30/2020

Offer may be withdrawn if not received in our office within two weeks of the date shown above

Account(s): _____

This confirms an agreement between Company and Customer whereby both parties have agreed to the following terms and conditions in addition to those included in the Company's General Terms and Conditions which are incorporated herein by reference and the "Customer Agreement" executed between them:

Product: Propane

Quantity: Up to 8000 gallons per year ("Maximum Volume").

Price: From 1/30/20 through 1/29/21 (the "Locked Price Period") locked at \$1.0 per gallon, (the "Fixed Price") plus standard delivery fee or monthly meter fee. If Customer fails to purchase a minimum of 80% of the Maximum Volume (the "Required Volume" during the Locked Price Period, Customer shall pay to the Company % of Fixed Price multiplied by the Required Volume not purchased. If Customer deliveries exceed the Maximum Volume the Customer will be charged and will pay the Company's market price per gallons for all gallons delivered in excess of the Maximum Volume.

F.O.B. Point: Customer's Location(s).

Total Contract: As delivered by truck or used through meter.

Method of Delivery: Company Equipment, including: truck, tank, transmission lines and/or meter(s).

Delivery Period: through

Payment Terms: Net 10 Days a late charge of 1.5% applies on all invoices over 30 days old, per month. Delinquent payment subject to collection fees and all attorney and court costs.

Administration Fee \$49.95 annually due with first payment or rolled into a level monthly payment plan. See ThompsonGas.com for terms and conditions. (Check the box you desire)

This agreement subject to terms and conditions on page two (2) and the Company's General Terms and Conditions.

DATE ACCEPTED: 1/30/2020

ThompsonGas, LLC


CUSTOMER

By: _____
Authorized Representative

TERMS OF AGREEMENT

ADDITIONAL AGREEMENTS: Subject to the Company's General Terms and Conditions which are incorporated herein by reference which are posted at www.thompsongas.com and/or have been provided to Customer. Customer acknowledges receipt of the General Terms of Conditions, has had a chance to review them and agrees to be bound by them and the Customer Agreement between Company and Customer. This Sales Agreement is intended to define pricing of product for the period of time and for the quantity stated on the face of this Agreement. This Sales Agreement supersedes Customers right to compare and shop the Company's propane price during the term of this Sales Agreement. All other portions of Company's General Terms and Conditions and the Customer Agreement remain in full force and effect. In addition, Customer acknowledges, agrees and understands that the below terms are in addition to those found in the Company's General Terms and Conditions and the Customer Agreement. By signing this Sales Agreement the Customer agrees to these additional terms and the renewal of their existing Customer Agreement which shall hereafter include the terms below and Company's General Terms and Conditions, for an additional period of like duration of not less than one year.

DELIVERIES: Any delivery hereunder shall constitute a warranty that the delivering party has complied with all laws, rules, regulations, requirements and orders of governmental authorities, federal, state or municipal, having jurisdiction over the production, manufacture or delivery of the products delivered and that such products may be by the receiving party lawfully received, sold, used and transported for interstate and intrastate commerce. Deliveries shall be made within the usual business hours of the delivering party and at such times as may be required by the receiving party, provided that reasonable advance notice has been given by the receiving party.

The receiving party shall furnish the delivering party with necessary shipping instructions. The delivering party shall prepare and furnish the receiving party with copies of bills of lading and other papers. The receiving party shall furnish or arrange for all vessels, tank cars, or trucks needed for receiving deliveries. Seller shall not be obligated to deliver less than a full tank car to tank truck.

QUANTITY: For deliveries into pipe line, the basis of mutually agreed upon gauge tables or meters shall be considered the correct amount of petroleum products delivered.

The volume or quantity delivered shall be determined with all quantities being corrected for temperature to sixty degrees (60 degrees Fahrenheit using appropriate tables generally accepted by industry.

Title to product passes to the receiving party upon delivery into tank. On delivery by other methods title will pass as indicated on the face hereof

SHIPMENT: Unless otherwise provided on the face hereof, all deliveries of petroleum products hereunder shall be into tank or trucks furnished by Seller. If Deliveries are otherwise provided for on the face hereof, then shipment shall be as indicated on the face hereof.

GOVERNMENTAL CONTROLS: This agreement as herein provided is expressly made subject to any Federal, State or other Governmental laws and regulations which may now be or may hereafter become effective which will restrict, limit or control Seller in the price or purchase of products hereof. Seller warrants that goods sold or services furnished under this agreement were produced or furnished in full and complete compliance with all applicable laws and regulations including, among others, the Fair Labor Standards Act, as amended, and that goods sold are free of all liens, encumbrances and claims whatsoever.

LIABILITY:

Customer accepts the risks inherent in the storage, installation, use, delivery and refueling of Equipment and Product on the Premises and will indemnify and hold Company and its agents, directors, officers and employees harmless from all damages and injuries (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (a) any loss or damage to the Equipment or any component thereof, the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, installation, maintenance or lack of maintenance of the Equipment or Product, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (b) Customer's breach of any provision of this Agreement, including, without limitation, Customer's failure to maintain appropriate levels of Product at the Premises (including, without limitation, resulting in any water damage or damage to plumbing or other systems at the Premises), (c) the existence, use, manufacture, storage, release or disposal of hazardous materials by Customer or any other person (whether or not on the Premises) on, under or near the Equipment; and/or (d) any return or repossession of the Equipment by Company or its designee, except to the extent directly caused by Company's gross negligence or willful misconduct.

In no event will either party be liable to the other or any other person for any special, incidental, consequential or punitive damages arising out of this Agreement, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damage and even if such damages could have been reasonably foreseen. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO THE PREMISES AND THE EQUIPMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

TAXES: The Buyer is responsible for paying any and all taxes, fees or charges, including personal property taxes, attributable to the sale, purchase, resale, transportation, distribution, or handling of Product and for paying all and any taxes, fees or surcharges, including personal property taxes, attributable to any leased equipment until termination of service. If Buyer is entitled to purchase products free of any tax, fee or charge, the Buyer shall furnish the Seller proper exemption certificates to cover such purchase or purchases.

FORCE MAJEURE: In the event either party being rendered unable, wholly or in part, by force majeure, to carry out its obligations under this contract other than to make payments of amounts due hereunder, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telephone to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuance of any liability so caused but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, processing plant or wells. Governmental regulations, curtailment of or other inability to obtain equipment, supplies or materials, temporary failure of gas supply, and any other cause whether of the kind herein enumerated or otherwise not within the reasonable control of the party claiming suspension, all of which by the exercise of due diligence such party is unable to foresee or overcome but provided, however, that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with the exercise of due diligence shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is advisable in the discretion of the party having the difficulty.