

**THE AMERIGAS REVISED TERMS AND CONDITIONS FOR NON-RESIDENTIAL CUSTOMERS ARE SET FORTH BELOW. PLEASE READ THIS CAREFULLY, AS IT IS INTENDED TO MODIFY AND/OR REPLACE ALL PRIOR AGREEMENTS AND GOVERNS YOUR (ALSO REFERRED TO AS "CUSTOMER" OR "YOU") RELATIONSHIP WITH AMERIGAS PROPANE, L.P. (ALSO REFERRED TO AS "AMERIGAS", "COMPANY", "US", "WE", AND "OUR").**

## **TERMS AND CONDITIONS FOR ONGOING PROPANE-RELATED SERVICES AND EQUIPMENT RENTAL – NON-RESIDENTIAL CUSTOMERS**

**1. ACCEPTANCE OF THESE TERMS AND CONDITIONS.** By accepting or requesting propane delivery or propane-related services from Company or by entering into an agreement with Company (an "Agreement") which incorporates these Terms and Conditions, you agree to these revised Terms and Conditions in their entirety. Your Agreement, if applicable, and these revised Terms and Conditions are collectively referred to herein as the "Terms and Conditions." Unless your propane supply agreement with Company does not permit modification, this shall serve as a notice of termination of your previous agreement and an offer to do business under these Terms and Conditions. If you find these Terms and Conditions unacceptable, you may reject this offer by terminating your service. These Terms and Conditions incorporate our Privacy Policy, which can be found at [www.amerigas.com](http://www.amerigas.com).

**THESE TERMS AND CONDITIONS REQUIRE THAT DISPUTES BE RESOLVED INDIVIDUALLY IN BINDING ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND LESS APPELLATE REVIEW THAN IN COURT. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AS DESCRIBED IN SECTION 17.**

**2. TERM.** Your term is the period of time for which you have agreed to maintain service with us. If you did not sign a customer Agreement, your term will be three (3) years from the date on which you began service with Company by receiving your first delivery of propane (the "Initial Term") and **WILL AUTOMATICALLY RENEW MONTH-TO-MONTH THEREAFTER** (each a "Renewal Term") unless either you or Company provides the other with advance written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Your notice of non-renewal can be provided to Company in any of the following ways: (1) by U.S. mail, postage prepaid, to Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service; (2) by telephone at 1-800-263-7442 (1-800-AmeriGas); or (3) by email at [Customercare@amerigas.com](mailto:Customercare@amerigas.com).

**3. SAFETY INFORMATION.** We recommend you regularly visit [www.amerigas.com/safety](http://www.amerigas.com/safety) to view important safety warnings. You are responsible for providing all occupants of your delivery locations with the safety information provided by Company and for ensuring all occupants are familiar with the odor of propane. **If you smell propane or experience any adverse propane conditions or safety-related matters, you should immediately evacuate the premises and dial 9-1-1. You should also contact 1-800-263-7442. We recommend purchasing an LP gas detector and a Carbon Monoxide detector.**

### **4. LEASED EQUIPMENT.**

**A. General Provisions.** Company may lease and provide to you (a) a propane storage tank or cylinder, first stage or twin-stage regulator(s) and related equipment, (b) if applicable, cages, and related equipment; and/or (c) for dispenser customers, Company may lease and provide to you propane dispensing unit(s) and related equipment; and/or, (d) if applicable in Company's sole discretion, Company may lease and provide to you a tank monitor or propane meter (collectively, "Leased Equipment"). The Leased Equipment will be of a size, make, and model that Company, in its sole judgment, deems necessary and appropriate for Customer's use. In its sole discretion, Company may exchange the Leased Equipment for other equipment more compatible with Customer's actual use. Leased Equipment will at all times remain the property of Company and will not become a fixture or a part of your real property and title to Leased Equipment shall not pass to Customer, any subsequent purchaser of the property, or any other third party (including creditors). You agree to promptly surrender to Company all Leased Equipment upon termination of service and to take all necessary steps to assist Company with the retrieval of any Leased Equipment. Company is not responsible for furnishing fill, resurfacing, or restoring Customer's premises to its previous condition after propane is delivered or Leased Equipment is installed, serviced, or removed by Company, except to the extent any damage to Customer's premises is caused by Company's negligence.

**B. Safety.** In the interest of safety, you will not allow anyone to make any adjustments, connections, or disconnections to the Leased Equipment or provide service to, move, remove, or pump-out the Leased Equipment without our written permission. If you are a motor-fuel customer, only cylinders provided by Company will be stored in the cages leased from Company. You are required to inspect the Leased Equipment regularly, for instance for overgrown bushes near your tank, fallen tree branches, or any other issue. You must notify Company immediately if you suspect that Leased Equipment is damaged, malfunctions, or if you experience any problems. **Customer agrees that only Company and its authorized representatives shall deliver propane to the Leased Equipment.** Only propane sold by Company will be used with Leased Equipment. Customer agrees to keep the Leased Equipment safe and secure and take all necessary measures to ensure that the Leased Equipment is locked, if applicable, and accessible only to Company and Customer's employees and agents that it authorizes to access the Leased Equipment. **YOU AGREE THAT IF YOU DO NOT STRICTLY FOLLOW THESE REQUIREMENTS, WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR IN CONNECTION WITH THE PROPANE OR LEASED EQUIPMENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.**

**C. Equipment Rent.** You agree to pay equipment rent ("Equipment Rent") (previously called "Tank Rent") once per year while the Leased Equipment is installed at your property. The amount of Equipment Rent can vary depending on, among other things, the size of the tank, the type of equipment installed at the property, the location of the property, and your annual usage. Equipment Rent may be increased due to inflation or other factors. Please contact 1-800-263-7442 if you have questions about the Equipment Rent that is applicable to you.

**D. Propane Meters.** If you have a Company propane meter installed in connection with any Leased Equipment, you will be billed for your monthly propane usage. Company reserves the right to bill you based on an estimated usage amount, and then later take an actual reading, after which: (i) you will receive a credit to the extent that your estimated billed usage amount exceeds the actual usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount. A monthly Meter Fee as defined in Section 7(B) below applies to customers who have meters.

**E. Tank Monitor.** If you have a Company tank monitor installed in connection with the Leased Equipment or Customer-Owned Equipment, as defined in Section 5(E), we collect your tank telemetry, which includes, but is not limited to, your location information (GPS location of tank monitor) and your tank's propane levels. The tank monitor will at all times remain the property of Company or its service providers and will not become a fixture or a part of your real property.

**F. Facilities.** Customer shall, at Customer's expense, install, operate, and maintain all necessary facilities and facility improvements required for use of the Leased Equipment or by applicable codes or regulations, including but not limited to: concrete piers and/or pads; crash posts; noncombustible fencing; electric power and lighting; piping from propane storage tank to other equipment; vaporizer; maintenance of installation site and truck access-way; fire safety devices, and riser fittings ("Ancillary Equipment and Facilities"). Services required to be performed by Customer in connection with the Terms and Conditions, including but not limited to the installation, operation, and maintenance of the Ancillary Equipment and Facilities, shall be done in a neat and workmanlike manner to Company's satisfaction, in accordance with applicable industry standards, and in compliance with all applicable federal, state, and local laws, statutes, rules, and regulations, as well as all applicable safety codes, standards, and regulations.

### **5. PROPANE SERVICE, MAINTENANCE, TRAINING, AND DELIVERY.**

**A. General Conditions.** Company may choose not to deliver propane or perform services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of injury or harm to you, Company's employees or authorized representatives, your property, or the public. You agree that Company may lock off Customer-Owned

Equipment, the Leased Equipment, and/or suspend service if Company believes an unsafe condition exists.

**B. Access to Equipment for Delivery and Service.** Company and its authorized representatives will have an irrevocable right to enter your property without prior notice for deliveries of propane, meter reading, equipment installation, inspections, and servicing or removal of Leased Equipment. You agree to provide Company and its authorized representatives with safe and unimpeded access to the propane system and related equipment on your property, including but not limited to, access free of ice, snow, water, and other hazards, and you will ensure that entry gates are unlocked prior to delivery or service. You agree not to erect structures, fences, or other improvements and not to plant or grow trees or shrubs that restrict access to the Leased Equipment and any Customer-Owned Equipment. If access across a customer-owned bridge or driveway is required, you are required to ensure that the bridge or driveway will safely accommodate the weight of the delivery or service vehicle and to ensure that the bridge is accessible for safe crossing by the delivery or service vehicle prior to delivery. **We will not complete your delivery if AmeriGas does not have safe and unimpeded access to your property and the propane system.** You will mark and identify the location of septic systems, leach pits, underground ponds, and similar underground features.

**C. Adverse Weather or Remote Areas.** You are required to remove all snow from Leased Equipment or Customer-Owned Equipment in areas that experience snowfall so that we may access the Leased Equipment or Customer-Owned Equipment to make a delivery or complete service work. You are required to keep the Leased Equipment or Customer-Owned Equipment free from snow and ice or other hazards. Your delivery or service may be significantly delayed if there are adverse weather conditions, such as floods, heavy snowfall, or hurricanes, or if the delivery/service address is in a remote area.

**D. Delivery Options.** Company offers two types of propane delivery:

- **Automatic** – Under this delivery option, Company will make deliveries to you on either a fixed-cycle basis or when we estimate you will need propane. Our estimate is based upon a number of forecasting factors, including temperatures and usage patterns. To ensure accurate forecasting, please update Company with any changes in your usage. Weather conditions or changes in your circumstances can significantly affect your propane use. You must continue to monitor your available propane, especially if you have had a period of high usage. Company will determine, in its sole discretion, if you are an appropriate fit for automatic delivery and may, at our option, remove you from automatic delivery at any time and require you to place orders via our Will Call delivery option.
- **Will Call** – Under this delivery option, Company will deliver propane only after you request a delivery. Company recommends you order a delivery when your tank is approximately 30% full to ensure a timely delivery. We may adjust this percentage from time to time, due to weather or other factors. Please check our website for current order placement recommendations. Most Will Call deliveries are made within 7-10 business days after you place an order. Weather and other factors may affect delivery times. Company assesses a Will Call Convenience Fee per delivery. If you provide us with less than seven (7) days' notice that a delivery is needed, we may not be able to meet your schedule. Expedited delivery requests may be assessed an Emergency Delivery Fee and if you do not place your order on time, you may incur additional costs if we are required to perform a leak check. For more information about these fees, see Section 7(B).

**E. Customer-Owned Equipment.** You are responsible for the maintenance and repair of all equipment that you own ("Customer-Owned Equipment"), including compliance with all applicable federal, state, and local laws, statutes, rules, and regulations, as well as all applicable safety codes, standards and regulations, and manufacturer-recommended maintenance. You are required to notify us of any work on any part of your propane system or related appliances or equipment, including but not limited to repair, removal, installation, adjustment, modification, maintenance, and/or service of any part of the propane system and/or related appliances or equipment. It is your obligation to follow all applicable safety practices and to visually inspect your propane system and equipment regularly, and to notify us if you detect any problems. AmeriGas has no responsibility for the continuing inspection and maintenance of your propane system.

**F. Safety and Training.** Customer will properly train each of its employees or agents who handle propane how to safely use propane, propane-related equipment, Leased Equipment, and/or Customer-Owned Equipment. CUSTOMER WILL NOT ALLOW ANYONE TO HANDLE OR USE PROPANE, PROPANE-RELATED EQUIPMENT, LEASED EQUIPMENT, OR CUSTOMER-OWNED EQUIPMENT, UNLESS AND UNTIL THAT INDIVIDUAL HAS BEEN PROPERLY TRAINED TO DO SO. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER ITS EMPLOYEES OR AGENTS ARE PROPERLY TRAINED IN ACCORDANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS, AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS PERTAINING TO HAZARDOUS MATERIALS OR SAFE WORKING CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE PROMULGATED BY THE U.S. DEPARTMENT OF LABOR AND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), OSHA'S HAZARD COMMUNICATION STANDARD (HAZCOM), AND TO DEVELOP AN EMERGENCY RESPONSE PLAN FOR LEAKING FLAMMABLE GASES, SUCH AS PROPANE. While Company may provide safety information to Customer, such information is only intended to be a reference and general overview, and not a substitute for additional safety training or instruction that may be necessary. **If Customer fails to comply with any portion of this Section 5(F), Customer agrees that it shall be solely responsible for any and all injuries (including death) or damages that result, and Customer will indemnify, defend and hold Company harmless from all Claims, as defined in Section 11 of these Terms and Conditions, including those Claims brought by Customer's employees or agents.**

## **6. SERVICE, INSTALLATION, AND REPAIR.**

**A. Installation and Starting Service.** For both Leased Equipment and Customer-Owned Equipment, we may install the equipment, upon our mutual agreement, and the cost of installation will generally be charged to you at our then-current rates. You may be charged the Site Survey Fee if a site survey is required prior to installation. We may perform a Safety Assurance Check in accordance with our policies prior to starting the delivery of propane to any new customer and at such other times as we determine is necessary, in our discretion. The cost of the Safety Assurance Check will be charged to you at our then-current rates. For new customers with Customer-Owned Equipment, if we determine that there is an issue with your propane system, you must fix the problem at your expense before propane service may begin. For more information about the Site Survey Fee and Safety Assurance Check, see Section 7(B).

**B. Maintenance and Repair.** (a) Leased Equipment. We will maintain and repair ordinary wear and tear of Leased Equipment at our cost, but you are responsible for any damage to the Leased Equipment while it is on your property that is beyond ordinary wear and tear. If Company is required to fix damage to Leased Equipment beyond ordinary wear and tear, you will be billed for the work in accordance with Company's then-current labor rates and parts charges and other fees and charges. (b) Customer-Owned Equipment. AmeriGas may perform maintenance, repair, testing, diagnostic, or inspection services on Customer-Owned Equipment, at your request and upon our mutual agreement, from time to time. You agree to pay for any maintenance, repair, testing, diagnostic or service work, or parts provided by Company in accordance with Company's then-current labor rates and parts charges and other fees and charges. For more information about the cost of our maintenance, repair, testing, diagnostic, or inspection services, please call us at 1-800-263-7442.

## **7. PRICING, FEES, AND CHARGES.**

**A. Price.** Unless you enter into a pricing agreement with us, you agree to pay Company's price per gallon of propane in effect for you on the date you place an order for Will Call deliveries, or for Automatic deliveries, the Company's price per gallon of propane in effect for you on the date of delivery. For customers with a meter, the price for your prior month's usage is Company's price per gallon in effect for you on the date your meter is read. Your price is set by Company in our discretion, and includes, among other things, our taxes, our costs to procure the propane, freight, and transportation. Your price per gallon is specific to you and may vary depending on a number of factors which will vary over time, including but not limited to, the volume of propane you purchase, customer classification, delivery type, location, propane tank ownership, and competitive conditions. Company reserves the right to set its price per gallon and to vary that pricing among its customers at its sole discretion. We encourage you to review information on our website or contact 1-800-263-7442 to discuss which pricing options may be best for your needs and to receive current pricing information, as prices change frequently and without prior notice. Unless you enter into a pricing agreement with us, you understand and agree that, unless otherwise stated by Company in writing, any price quoted by Company on or prior to the Agreement date applies only to Customer's first delivery of propane and that your price for subsequent deliveries could vary with each such delivery.

**B. Current Fees and Charges.** Company may apply other fees and charges depending on the services requested and/or required. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please visit our website or contact 1-800-263-7442 for specific questions and updated amount information. **THE FEES AND CHARGES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES AND CHARGES AT ANY TIME AND WITHOUT PRIOR NOTICE.**

- **Fuel Recovery Fee** – This fee, which is assessed on propane deliveries, helps to offset the significant expense incurred by Company in fueling its fleet of motor vehicles. This fee may fluctuate on a monthly basis if Company's cost to procure fuel fluctuates. For current Fuel Recovery Fee information, please contact 1-800-263-7442 or visit Company's website.
- **HazMat & Safety Compliance Fee** – This fee is assessed on propane deliveries and helps to offset the costs Company incurs to comply with federal, state, and local government regulations, such as those relating to hazardous materials, homeland security, emergency preparedness, workplace safety, and related administrative costs. It is also used to fund, in part, among other things, employee safety training, inspections, cylinder requalification, and environmental compliance. This fee is \$14.99 per delivery.
- **Safety Assurance Check** – This fee applies when a Company representative determines it is necessary to perform a check of the propane system to assess whether the propane system is safe prior to delivery. A Safety Assurance Check may be required in certain situations, including but not limited to, prior to beginning service with Company or after an interruption of propane service. The cost of a Safety Assurance Check may vary based on the type and location of your propane system. Please contact 1-800-263-7442 for specifics on when a Safety Assurance Check is required and our current rates.
- **Leak Check Charge** – This charge is applied when Company performs a leak check to verify that the propane system does not have a leak. This test is required by law under certain circumstances, which may include: when new piping is installed, if the gas has been turned off for any reason, if there has been an interruption of gas service, or if a leak in the system is suspected. Please contact 1-800-263-7442 for specifics on when a leak check is required and the current charge.
- **Meter Fee** – This fee applies if your propane usage is measured by a Company-owned meter. This fee helps to offset the cost of the meter, meter reading, and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. This fee is \$12.99 per month.
- **Paper Invoice Fee** – This fee applies if you choose to receive paper invoices from Company. This fee is \$2.99 per invoice. You may avoid this fee by enrolling in paperless billing in your online account.
- **Tank Pickup Fee** – Upon termination of service, Company will remove any Leased Equipment on your property. The charge for removal of tanks is \$299.99. The process for removal of underground Leased Equipment is described in Section 16.
- **Reconnect Charge** – If your tank is locked off by Company due to nonpayment, this charge will be assessed to remove the lock, perform a leak check, and return your propane system to service. This charge is \$109.99.
- **Returned Check Fee** – This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with any ACH payment that is unable to be processed by the financial institution, including any withdrawal of authorization for the payment before it is processed. This fee is \$33.00.
- **Service Dispatch Charge** – This applies when a service technician is dispatched to your service location to perform diagnostic or other service work, except where the service technician is dispatched to perform maintenance and repair on Leased Equipment related to ordinary wear and tear. This charge is \$119.99. This charge will not be credited toward service work performed and additional charges may be assessed depending upon the nature of the service work required.
- **Emergency Delivery Fee** – This fee applies when a customer requests a delivery within one (1) day. This fee is \$300.00.
- **Will Call Convenience Fee** – This fee applies to customers enrolled in the Will Call delivery option and is charged for each Will Call delivery. Eligible customers may avoid this fee by switching to Automatic delivery. This fee is \$9.99 per delivery.
- **Minimum Delivery Fee** – This fee may be charged for a requested Will Call delivery that is less than 100 gallons and may vary based upon geographic location and tank size.
- **Site Survey Fee** – This fee applies if we need to survey your property to determine the proposed location of your tank and the cost of installation, or if we need to add, move, or upgrade the size of your existing tank. The cost of the Site Survey Fee may vary. Please contact 1-800-263-7442 for specifics on when a Site Survey Fee is required and our current rates.
- **Underground Tank Removal** – See Section 16.
- **Late Fees** – See Section 8.
- **Credit Card Surcharge** – See Section 8.
- **Equipment Rent** – See Section 4(C).

**C. License, Permit and Taxes.** Customer is responsible for obtaining and paying for all necessary licenses, permits, or government approvals in connection with the sale, installation, storage, or use of propane sold or equipment leased hereunder and shall pay all taxes imposed by governmental entities in connection with the same.

**8. PAYMENT TERMS, LATE FEES, AND CREDIT CARD SURCHARGE.** If you have received credit terms from Company, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program. You agree to pay the invoiced amount on or before the due date indicated on the invoice. If you pay by credit card, Company may, unless prohibited by law, impose a credit card surcharge which will not be greater than our cost of acceptance and will not be imposed on other forms of payment such as ACH, debit card or third party payment-options. To avoid paying the credit card surcharge, alternative payment methods are available such as ACH, debit card or third party payment-options. If you dispute an invoice, you must notify us at 1-800-263-7442 within thirty (30) days of receipt. If you fail to timely pay all amounts owed to Company, Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of \$36.00, whichever is greater. If you fail to make a payment on your outstanding amount owed, Company may, after providing written notice to you, suspend service and/or place a lock on Leased Equipment and/or disconnect your meter. If Company places a lock on Leased Equipment, all amounts outstanding (including the applicable Reconnect Charge) must be paid in full before service will be restored. Company may at any time require you to pay for propane deliveries or services in advance, to post a cash deposit, or to provide other forms of credit enhancement. Company may apply any amounts it holds from you, whether a security deposit or otherwise, at any time in whole or in part against the outstanding balance. If Company uses a collection agency or attorney to collect money owed by you that is past due, you agree to pay the reasonable costs of collection incurred by Company, including, but not limited to collection agency fees, reasonable attorneys' fees, and arbitration or court costs. **Maryland Customers: If all of the outstanding amount owed is not received within 15 days after it is due, you will pay a late charge of the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late for no more than three months, or you will pay up to 1.5% per month of the payment amount that is past due.**

The parties specifically agree that these Terms and Conditions and all transactions contemplated hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C Section 101(25). If either party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other party shall be entitled to exercise its right to liquidate and terminate these Terms and Conditions as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy

Code. In addition, the parties agree that any payments made under or in connection with these Terms and Conditions are the types of payments described in Section 546(e) of the Bankruptcy Code and are not subject to avoidance in any bankruptcy case.

**9. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE (I) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS, OR LOSS OF BUSINESS INVESTMENTS, OPPORTUNITIES, OR GOODWILL, OR (II) FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, EXTRAORDINARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE, EVEN IF COMPANY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. COMPANY IS NOT LIABLE AND CUSTOMER SHALL HOLD COMPANY HARMLESS FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY CUSTOMER, OR ANYONE TO WHOM CUSTOMER ASSIGNS CUSTOMER'S RIGHTS, AS A RESULT OF THE EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE INCLUDING WITHOUT LIMITATION, DAMAGE TO REAL PROPERTY, BUSINESS ASSETS, OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE CAUSED BY FROZEN PIPES.

**10. DISCLAIMER OF WARRANTIES.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT, INCLUDING LEASED EQUIPMENT, OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACCEPT ALL PRODUCTS AND GOODS DELIVERED AS IS. SOME STATES (SUCH AS CT, KS, ME, MS, NH, WA, MA, AND WV) MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF SO, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**11. INDEMNIFICATION.** Each party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its predecessors, parents, subsidiaries, affiliates, successors, and assigns, and its and their officers, directors, employees, and agents (together, the "Indemnified Parties") from and against all third party claims, demands, suits, damages, obligations, settlements, and judgments, including costs and reasonable attorneys' fees (together, "Claims"), that arise out of or relate to injuries (including death) or damages to either person or property to the extent arising from (i) any negligent act or willful misconduct of the Indemnifying Party or its agents, servants, or employees, (ii) any breach of these Terms and Conditions by the Indemnifying Party or its agents, servants, or employees, or (iii) any failure to comply with laws by the Indemnifying Party or its agents, servants, or employees. If an indemnification obligation is caused by the negligence of both the Indemnifying Party and any Indemnified Party, the apportionment of said liability shall be allocated between the parties based on the comparative degree of each party's negligence.

**12. Insurance.** Customer will maintain comprehensive general liability insurance in an amount of not less than \$1,000,000 combined single limits with financially sound insurance providers (as evidenced by an AM Best rating of A-/VIII or better), naming Company as an additional insured. Customer will maintain worker's compensation coverage in the amount required by law. The minimum limit for Customer does not represent Company's belief that it is adequate for Customer's operations. Customer shall furnish a certificate of insurance to Company evidencing all required coverages and Company's status as an additional insured. All such policies of insurance shall provide that the insurance coverage thereunder shall not be reduced or cancelled or otherwise changed prior to the 30<sup>th</sup> day following the delivery by the insurer of a written notice of such action to Customer and Company. The coverage under Customer's policies of insurance shall be primary to any other insurance maintained by Company that may be in effect. The failure by Company to request proof of such insurance shall not constitute a waiver of Customer's obligation to maintain such insurance.

**13. TERMINATION OF PROPANE SERVICE.** Unless otherwise specified, and subject to any volume commitment agreement, **your propane service may be terminated for convenience by you at the end of the Initial Term or Renewal Term upon the provision of thirty (30) days' prior written notice to Company. If you terminate your propane service prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you not terminated prior to the end of the Initial Term, installation charges which were waived at the beginning of your term, and other damages caused by the early termination. Company may terminate your propane service prior to the end of the Initial Term upon the provision of thirty (30) days' prior written notice to you.** If you are leasing equipment, you agree that if you sell your property, you will notify Company at least thirty (30) days in advance of closing and will inform the buyer that the Leased Equipment is owned by Company and will remain on the property.

- For customers with Leased Equipment, upon termination, in order to remove Leased Equipment, Company will charge you a Tank Pickup Fee.
- Company may repurchase the propane remaining in Leased Equipment (excluding Customers using propane for temporary heat or motor-fuel cylinders) upon termination if the supply of propane remaining in the tank at the time of termination of service and removal of Leased Equipment is more than 5% of the water capacity of the tank and the following requirements are met: (1) you must notify us at least thirty (30) days in advance that you will be terminating service; and (2) the Leased Equipment will not remain on the property for the next resident. If all the above requirements are not met, Company may not repurchase the propane remaining in Leased Equipment upon termination, unless required by law. If you are moving out of your residence and Leased Equipment remains on the property, Company will not repurchase the remaining propane in Leased Equipment, unless required by law, and the remaining propane should be included in any transfer of the residence to the new resident. If Company repurchases the remaining propane, the repurchase price will be the price per gallon that you paid for your last delivery. Company may at its sole discretion repurchase the remaining propane from you in the event the requirements above are not met.
- Company may terminate your service immediately and without prior notice if you fail to satisfy any material provision contained in these Terms and Conditions, including but not limited to making payment. Company reserves the right to terminate service or suspend deliveries if Company determines, in its sole discretion, that a condition exists that poses a health or safety threat to its employees, authorized representatives, you, or the public. You are responsible for paying all amounts owed to Company, even after termination of service.

**THE TERMINATION FEES AND TANK PICKUP FEES LISTED IN THIS SECTION 13 ARE NOT APPLICABLE TO NEVADA RESIDENTS.**

**14. EXCUSED PERFORMANCE.** Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, or other adverse weather or environmental condition, epidemics, pandemics, or other health crises, explosion, power blackout, equipment failure, labor disputes, wars, hostilities, terrorism, changes in laws or regulations, Company's inability to obtain propane or equipment from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Company shall not be deemed to be in breach of these Terms and Conditions and Company may allocate propane and equipment among its Customers in any manner that Company deems reasonable.

**15. CHANGES TO THE TERMS AND CONDITIONS.** Company reserves the right to amend, modify, or add to these Terms and Conditions (other than price per gallon, fees, and charges, which may be changed without prior notice) at any time by giving you prior written notice of the change(s). The notice may be in the form of a bill insert, email, stand-alone mailing, online account notification, or other written notification. You agree that the amendment or modification will become effective thirty (30) days after you receive the notice unless you contact AmeriGas in writing prior to its effective date and terminate service. These Terms and Conditions may not be modified orally and describe the entire agreement between Company and you with respect to its subject matter. Any prior arrangements, agreements, contracts, representations, warranties, purchase orders, bids, proposals, offers, or other communications, written or oral, that are inconsistent with these Terms and Conditions, are superseded and are of no force or effect. For the avoidance of doubt, these Terms and Conditions do not replace, amend, or eliminate your prior fixed propane pricing, exclusivity, or volume contract commitment(s).

**16. CUSTOMERS WITH UNDERGROUND LEASED TANKS.** You are responsible for the excavation of Leased Equipment and for furnishing fill, resurfacing, landscaping, or restoring your property to its previous condition upon removal. Following the excavation of the Leased Equipment, Company will schedule the removal and bill all applicable charges and fees for which you will be responsible. You and Company may mutually agree that Company will sell you the underground tank in lieu of physically removing the tank from your property.

**17. CLAIMS AND ARBITRATION. PLEASE READ THIS SECTION CAREFULLY.**

**A. Arbitration Agreement.** Upon the election of either party (or any other entity or individual with the right to invoke arbitration under this provision, including without limitation those entities or individuals named in Section 17(A)(2)), a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to these Terms and Conditions, your agreement with Company, or the relationship between you and Company, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute, or otherwise; (2) claims against Company or its parents, subsidiaries, affiliates, predecessors, successors, or assigns and any of their directors, officers, employees, and agents (any of whom may elect arbitration of claims to which they are a party pursuant to these Terms and Conditions); (3) claims that arose before this Arbitration Agreement; (4) claims that arise after the expiration or termination of this Arbitration Agreement; and (5) claims that are the subject of a purported class action or other representative or collective action. "Dispute" shall not, however, include claims filed by you or Company on an individual basis in small claims court if the amount claimed is within the jurisdiction of that court. However, Company will not demand arbitration pursuant to this Arbitration Agreement in connection with any individual claim that you properly file in a small claims court of your state or municipality, so long as the claim is pending only in that court. IN THE EVENT THAT THE PARTIES HAVE ANY DISAGREEMENT ABOUT ARBITRABILITY OR THE VALIDITY, SCOPE, OR ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, A DULY APPOINTED ARBITRATOR WILL DECIDE SUCH DISAGREEMENT.

**B. Right to Reject this Arbitration Agreement.** Notwithstanding anything in this Arbitration Agreement to the contrary, you may reject this Arbitration Agreement. To do so, you must send Company written notice by mail postmarked no later than thirty (30) days after your acceptance of these Terms and Conditions to Box 965, Valley Forge, PA 19482, Attn: Customer Service. Your rejection notice must be signed, must state that you reject this Arbitration Agreement, and must include your name, address, and Company account number. Your decision will not adversely affect your relationship with or receipt of goods or services from Company.

**C. Procedures for Arbitration.** This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA"). Arbitrations shall be conducted by a single arbitrator and administered by JAMS ("JAMS") pursuant to the code of procedures in effect at the time the arbitration is initiated (the "JAMS Rules"). The arbitrator's decision will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

**D. Right to Attorneys' Fees and Costs.** You may hire an attorney to represent you. You are responsible for your attorneys' fees and costs. You may recover them from Company in arbitration to the same extent as in court, or as permitted under JAMS Rules. You will be responsible for paying your share of the arbitration fees as set forth in JAMS' Arbitration Schedule of Fees and Costs in effect at the time the arbitration is initiated.

**E. Waiver of Jury Trials and Class Actions.** IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. BY THIS ARBITRATION AGREEMENT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND COMPANY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, MASS ACTION, OR COLLECTIVE BASIS, AND REGARDLESS OF ANY INCONSISTENT PROVISIONS IN THE JAMS RULES, NEITHER THE ARBITRATOR NOR THE JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS, MASS, REPRESENTATIVE, AND COLLECTIVE ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

**18. SEVERABILITY.** If any provisions of these Terms and Conditions are determined to be invalid under applicable law or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intention of these Terms and Conditions in accordance with applicable law. The remaining terms will remain unaffected by the invalid or unenforceable term, and each term will continue to be valid and enforceable to the fullest extent of the law.

**19. NOTICE.** Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service. Notice to you may be in the form of a bill insert, stand-alone mailing, email, or other written notification.

**20. WAIVER.** If we delay in exercising any of our rights, Company will not be prevented from exercising our rights at a later date. Company's waiver of any breach of these Terms and Conditions at any time shall not excuse future breaches by Customer.

**21. YOUR CONTACT AND PAYMENT INFORMATION.** You represent and warrant that the name, address, telephone number(s), and other contact and payment information you provide to Company is accurate, complete, and current. You agree to notify Company immediately if there is any change to any of that information.

**22. YOUR CONSENT TO BEING CONTACTED.** By providing a telephone number now or in the future, you agree that Company (and others on its behalf) may contact you via automated means, including with an automatic telephone dialing system or prerecorded or artificial voice. Such calls or text messages may include, without limitation, delivery reminders, delivery confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. Your consent is not a condition of receiving any goods or services. Message and data rates may apply. To opt-out of receiving automated messages and calls, please reply STOP to the text message, or call Company at 1-800-263-7442.

**23. GOVERNING LAW.** All matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

**24. SURVIVAL.** Sections 1, 4, 5(F), 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed or arrange your return of Leased Equipment.

**25. CUSTOMER-OWNED EQUIPMENT.** The following provisions do not apply to Customer-Owned Equipment: Section 4(C) – Equipment Rent, and Section 7(B) with respect to a Tank Pickup Fee, as it relates to the pick-up of Leased Equipment; however, the remaining provisions of Section 7(B) apply.

These Terms and Conditions shall apply to non-residential customers in all states except where specifically prohibited by law. THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOMERS IN NEW JERSEY, OR CUSTOMERS IN VERMONT USING PROPANE THROUGH A METER OR HAVING PROPANE DELIVERED TO ONE OR MORE STORAGE TANKS WITH AN AGGREGATED TOTAL CAPACITY OF 2,000 GALLONS OR LESS. TERMINATION FEES AND TANK PICKUP FEES ARE NOT APPLICABLE TO NEVADA RESIDENTS. PAPER INVOICE FEES ARE NOT APPLICABLE TO MAINE OR NEW YORK RESIDENTS.

Effective October 22, 2024