

**Vermont Terms and Conditions**  
**For Propane-Related Services and Equipment Rental**

**(Applicable to Residential & Commercial Customers Using Propane through a Meter or with Less Than 2,000 Gallon Combined Storage Capacity)**

The AmeriGas revised terms and conditions for Vermont residential and commercial customers using propane through a meter or with less than 2,000 gallon combined storage capacity are set forth below and are effective April 1, 2024. 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").

**1. ACCEPTANCE OF THESE TERMS AND CONDITIONS.** By accepting or requesting propane delivery or propane-related services from Company, you agree to these revised Terms and Conditions in their entirety. If you have an existing propane supply agreement with Company and it does not permit modification, this shall serve as a sixty (60) day 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 30 DAYS OF YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AS DESCRIBED IN SECTION 15 BELOW.**

**2. TERM.** The term of this Agreement will commence on the date that the Company-owned propane tank is installed or, if a propane tank is already installed on location, then the date service with Company begins, and shall continue in effect for one (1) year ("Initial Term") and shall **AUTOMATICALLY RENEW FROM 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-AmeriGas; or (3) by email at [Customercare@amerigas.com](mailto:Customercare@amerigas.com).

**3. SAFETY INFORMATION.** Safety information has been or will be supplied in your Welcome Packet. If you would like an additional copy, please visit us at [AmeriGas.com/safety](http://AmeriGas.com/safety) or you can contact us toll-free at 1-800-AmeriGas (1-800-263-7442) and we will mail or e-mail it to you. We recommend you regularly visit [AmeriGas.com/safety](http://AmeriGas.com/safety) to view those and other important safety warnings. You are responsible for providing all occupants of your home 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 a LP gas detector and a Carbon Monoxide detector.**

**4. LEASED EQUIPMENT.**

**A. General Provisions.** Company may lease and provide to you a propane storage tank or cylinder, first stage or twin-stage regulator(s) and related equipment (unless otherwise agreed in writing), and, if applicable in Company's sole discretion, may lease and provide to you a tank monitor or propane meter (collectively "Leased Equipment"). Unless You and Company otherwise agree in writing, Leased Equipment does not include any equipment downstream of any Company-owned regulator or meter, including piping, equipment, and/or appliances. Unless otherwise agreed to in a writing signed by Company, 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 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. If you do not surrender all Leased Equipment upon termination of service, Company will bill you for the value of such Leased Equipment.

**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. You are required to inspect the Leased Equipment regularly, for instance for overgrown bushes near your tank, fallen tree branches, or any other issue, and 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 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.** Customer agrees to pay Equipment Rent ("Equipment Rent") once per year for the Leased Equipment as noted on the Initial Fee Disclosure Form or any updated Fee Disclosure Form.

**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 billed amount.

**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.

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

**A. General Conditions.** Customer agrees to purchase from Company, and Company agrees to sell to Customer, all of Customer's propane needs at Customer's delivery address provided. Customer also agrees that only propane sold by Company will be used with the Leased Equipment. 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, its employees or authorized representatives, your property, or the public. You agree that Company may lock off Customer-Owned Equipment, Leased Equipment, and/or suspend services if Company determines, in its sole discretion, that a condition exists that poses a health or safety threat to its employees, you or the public.

**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 reads, equipment installation, and servicing or removal of Leased Equipment. You agree to provide Company and its authorized representatives with safe and unimpeded access to your property, including but not limited to, access free of ice, snow, water, pets, and other hazards, and you will ensure that entry gates are unlocked prior to delivery. You agree not to erect structures, fences, or other improvements and not to plant or grow trees or shrubs that restrict access to the 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 vehicle and to ensure that the bridge is accessible for safe crossing by the delivery 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. You are required to keep Leased Equipment or Customer-Owned Equipment free from snow and ice or other hazards. Your delivery may be significantly delayed if there are adverse weather conditions, such as floods, heavy snowfall, or hurricanes, or if the delivery 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, including but not limited to, the number and type of appliances you use. 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. If applicable, Company may modify your fixed-cycle delivery schedule in our sole discretion. If you have a residence that is not occupied year-round, please see Section 14 for further information about this 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. 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. Weather and other factors may affect delivery times. Expedited delivery requests may be assessed a Special Trip Charge.

**E. Propane System Maintenance and Repair.** You are responsible for the maintenance and repair of all equipment that you own ("Customer-Owned Equipment"), including compliance with any and all applicable laws and regulations and manufacturer-recommended maintenance. If you have Leased Equipment, Customer-Owned Equipment includes all equipment downstream of any Company-owned regulator, including all piping, equipment and/or appliances. You are required to notify us of any work on any part of your propane system or related appliances, 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. 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 system.

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

**A. Installation and Starting Service.** For both Leased Equipment and Customer-Owned Equipment, we will install the equipment, if required, and the cost of installation will generally be charged to you at the rates included in our Sales Proposal. We may perform Service Initiation steps in accordance with our policies prior to starting the delivery of propane to any new customer and if so, you will be assessed a Service Initiation Charge. 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.

**B. Maintenance and Repair.** (a) Leased Equipment. We will maintain and repair ordinary wear and tear of Leased Equipment at our cost, as well as repair any Leased Equipment malfunction that occurs through no fault of Customer or other persons authorized by Customer to be on Customer's premises. Customer is responsible for malfunctions or damage to the Leased Equipment that occur due to Customer's fault or the fault of other persons authorized by Customer to be on Customer's premises. If Company is required to repair any malfunction or damage that occurs through the fault of Customer or other persons authorized by Customer to be on Customer's premises, Customer will be billed for the work in accordance with Company's then-current labor rates and parts charges and other fees and charges as noted on the Initial Fee Disclosure Form or Existing Fee Disclosure Form. (b) Customer-Owned Equipment. Company may perform maintenance, repair, testing, diagnostic or inspection services on Customer-Owned Equipment, at your request, from time to time. You agree to pay for any maintenance, repair, testing, diagnostic or service work and parts provided by Company for Customer-Owned Equipment, if offered, in accordance with Company's then-current labor rates and parts charges and other fees and charges as noted on the Initial Fee Disclosure Form or Existing Fee Disclosure Form. 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 Per Gallon of Propane.** 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 price per gallon in effect for you on the date of delivery. For customers with a meter, you agree to pay Company's price per gallon in effect for you for your prior month's usage on the date your meter is read. Your price is set by the 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, your 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. Fees and Other Charges.** Customer agrees to pay Company's fees and other charges in effect on the date that propane is delivered or services are rendered. Company's fees and other charges, if any, are not refundable except to the extent required by law. Customer should refer to the New or Existing Customer Fee Disclosure Form for the fees and charges and the amounts, which are incorporated herein by reference. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please 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 WITHOUT PRIOR NOTICE.**

- **Diesel Fuel Recovery Fee** – This fee, which is assessed on propane deliveries and service dispatches, helps to offset the significant expense incurred by Company in fueling its fleet of motor vehicles.
- **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 for your safety and may be required by law under certain circumstances, such as when a new piping system is installed, if there has been an interruption of gas service, or if a leak in the system is suspected.
- **Tank Pickup Fee** – Upon termination of service, Company will remove any Leased Equipment on your property and will assess this fee. The additional charges for removal of underground Leased Equipment are described in Section 11. This Fee is only assessed if service is terminated within 12 months of the tank being installed at the customer location.
- **Equipment Reconnection Charge** – If your tank is locked off by Company due to nonpayment, this fee will be assessed to remove the lock, perform a leak check and put your propane system back into service.
- **Returned Check Fee** – This fee is intended to help offset 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.
- **Service Dispatch Charge** – This applies when a service technician is dispatched to your service location to perform diagnostic or other service work, unless (1) a service technician is dispatched to perform maintenance or repair of Leased Equipment, except when the malfunction or damage necessitating the maintenance or repair to the Leased Equipment occurred due to Customer's fault or the fault of other persons authorized by Customer to be on Customer's premises and/or (2) a service technician is dispatched to your service location to pick up Leased Equipment when service is terminated 12 months or more after the tank was installed. This charge will not be credited toward service work performed and additional charges may be assessed depending upon the work.
- **Special Trip Charge** – This applies when you request that a delivery is made outside of normal business hours (8am to 4:30 pm Mon. – Fri.) or a normally scheduled delivery. For reference, this will likely occur if a customer requests us to deliver propane or perform non-emergency services within forty-eight (48) hours or on a weekend or holiday.
- **Underground Tank Removal** – See Section 11.
- **Late Fees** – See Section 8.

- **Equipment Rent** – See Section 4C.
- **Credit Card Surcharge** – See Section 8.

**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. To avoid paying the credit card surcharge, alternative payment methods are available such as ACH payment or payment via debit card. 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 for gas, leak or pressure test, safety check, restart of equipment, after-hours delivery, special trip for delivery, or meter read Company may, after providing notice, 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. Subject to the 75-25 Rule, Company may apply any amounts it holds from you, whether a security deposit or otherwise, at any time in whole or in part against your outstanding balance.

**9. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY YOU, OR ANYONE TO WHOM YOU ASSIGN YOUR RIGHTS, AS A RESULT OF DAMAGE TO YOUR DRIVEWAY OR THE EXHAUSTION OF YOUR PROPANE SUPPLY, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME, REAL PROPERTY, OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.

**10. INDEMNIFICATION.** Customer agrees to indemnify, defend and hold Company harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of Customer, its agents or employees or breach of the Agreement by Customer, its agents or employees.

**11. TERMINATION.** Please refer to the applicable Fee Disclosure Form and Section 7(B) with respect to the Diesel Fuel Recovery Fee, Tank Pickup Fee and Service Dispatch Charges that may be associated with removing Leased Equipment upon termination. If an underground tank is leased to Customer, Customer is responsible for all costs of the excavation and removal of the underground tank if customer terminates service within 12 months of the tank being installed at the property. After removal of an underground leased tank, in no event is Company responsible for resurfacing or restoring Customer's property to its previous condition when the underground tank was installed regardless of the length of time the tank was installed on the property.

**12. CHANGES TO THE TERMS AND CONDITIONS.** Company reserves the right to amend or add to these Terms and Conditions (other than price per gallon, and fees and charges not identified on the Fee Disclosure Form, 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, mailing, or other written notification. You agree that the amendment will become effect 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. In accordance with CP-111, the fees identified in the Initial Fee Disclosure Form may also be updated with an Existing Customer Fee Disclosure Form, which will be effective 60 days after Company mails or delivers the Fee Disclosure Form to you.

**13. 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, terminal, refinery, transportation, or pipeline 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, in its sole judgment, deems reasonable.

**14. CUSTOMERS WITH RESIDENCES THAT ARE NOT OCCUPIED YEAR-ROUND. IF YOU HAVE CHOSEN AUTOMATIC DELIVERY, IT IS DIFFICULT TO FORECAST HOMES THAT ARE NOT OCCUPIED YEAR-ROUND AS YOUR USAGE PATTERNS CHANGE. IT IS YOUR RESPONSIBILITY TO MONITOR THE PROPANE SYSTEM ON YOUR PROPERTY YEAR-ROUND. COMPANY IS NOT LIABLE FOR DIRECT DAMAGES TO PERSONAL AND REAL PROPERTY (INCLUDING, BUT NOT LIMITED TO, DAMAGE RESULTING FROM FROZEN PIPES OR OTHER WATER DAMAGE) THAT OCCURS AS A RESULT OF THE EXHAUSTION OF PROPANE IN YOUR SYSTEM. WE RECOMMEND YOU PLACE A TANK MONITOR ON YOUR SYSTEM TO MONITOR THE AMOUNT OF PROPANE REMAINING IN YOUR TANK. YOU MUST PROVIDE COMPANY WITH AT LEAST TEN (10) BUSINESS DAYS' ADVANCE NOTICE OF A NEED FOR A DELIVERY IN ORDER TO AVOID THE EXHAUSTION OF YOUR PROPANE SUPPLY.**

**15. 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 this Section 15(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 to reject this Arbitration Agreement or seek remedies in small claims court 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"). A current copy of the JAMS Rules may be found at <https://www.jamsadr.com/>. At your election, arbitration hearings will take place in your hometown area. During the arbitration, the parties will be allowed to engage in discovery or exchange of non-privileged information relevant to the dispute. 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 the Company in arbitration to the same extent as in court, or as permitted under JAMS Rules. When you initiate arbitration proceedings, 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. The Company will be responsible for any additional arbitration fees and costs.

**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.

**16. SEVERABILITY.** These Terms and Conditions are subject to the requirements of CP-111 and Vermont Law. If any provisions of these Terms and Conditions are determined to be legally invalid or unenforceable, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intention of this Agreement 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.

**17. 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.

**18. 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 the Customer.

**19. 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.

**20. 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, call the Company at 1-800-263-7442 or update your contact preferences in your MyAmeriGas account.

**21. SURVIVAL.** Paragraphs 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, and 21 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed or your return of Leased Equipment.

**22. CUSTOMER-OWNED EQUIPMENT.** The following provisions do not apply to Customer-owned equipment:  
Paragraph 4C - Equipment Rent

Paragraph 7B with respect to a Tank Pickup Fee as it relates to the pick-up of Company-Owned Equipment; however, the remaining provisions of this paragraph apply.

February 1, 2024, effective April 1, 2024