



COUNTY PROPANE

Your Propane Solutions Provider

COUNTY PROPANE LLC TERMS AND CONDITIONS OF GAS SERVICE

THE COMPANY'S TERMS AND CONDITIONS FOR CUSTOMERS ARE SET FORTH BELOW. PLEASE READ THE TERMS AND CONDITIONS WHICH GOVERNS YOUR RELATIONSHIP WITH THE COMPANY PER YOUR GAS SERVICE AND LEASING CONTRACT.

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS. It is important that you (also referred to as "Customer" or "your") read these Terms and Conditions as you are deemed to have accepted these Terms and Conditions by conducting business with the Company (also referred to as "us", "we", and "our"), which includes but is not limited to: (i) accepting or requesting propane delivery or propane-related services; (ii) paying a Company invoice; or (iii) allowing Company-owned equipment to remain on your property for at least thirty (30) days. These Terms and Conditions are effective upon your acceptance electronically or by any written means.

2.TERM. Your term is the period of time for which you have agreed to maintain gas delivery service with us. Your term will be ten (10) years from the date on which you begin service with Company (the "Initial Term") and, unless terminated by either party, will automatically renew for an additional ten (10) years (the "Renewal Term").

3.SAFETY INFORMATION. Safety information is supplied on our website at www.countypropane.net. We recommend you regularly visit this website to view important safety warnings. If you do not have access to the internet, please call us at 610-854-8319 and/or (215) 999-4987 and we will mail the safety information to you. **If you smell propane or experience any adverse propane conditions or safety-related matters, you should immediately leave the premises, dial 9-1-1 and contact us at 610-854-8319 and/or (215) 999-4987**

4.LEASED/MAINTENANCED EQUIPMENT.

A. General Provisions. Company will maintenance and lease to you a propane storage tank and/or cylinder, regulator(s), and related equipment ("Leased Equipment"). In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the Leased Equipment without our written permission. You will notify Company immediately if you suspect that Leased Equipment is damaged, malfunctions or if you experience any problems. You agree that if you sell your residence (or building(s)), you will notify

Company at least thirty (30) days in advance and will inform the buyer your Leased Equipment is owned by Company. You cannot assign these Terms and Conditions to a buyer of your real estate. **Only propane sold by Company will be used with Leased Equipment. Leased Equipment will at all times remain the property of Company for service and maintenance and will not become a fixture or a part of your real property.**

B. Tank Rent. You agree to pay Tank Rent while the Leased Equipment is installed at your residence. The amount of rent can vary depending on, among other things, the size of the tank, the location of the residence, and your annual usage. Please contact us if you have questions about the Tank Rent that is applicable to you.

C. Access to Equipment. Company will have an irrevocable right to enter your property without prior notice for deliveries of propane, servicing or removal of Leased Equipment, and you agree to provide Company with safe and unimpeded access to it, including but not limited to, access free of ice, snow, water, and other hazards. You will mark and identify the location of septic systems, leach pits, underground ponds and similar underground features. You agree to promptly surrender to Company all Leased Equipment upon termination of service.

D. Propane Meters. If you have a Company propane meter installed on any Leased Equipment, you will be billed for your 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 6(B) below may be charged to customers who have meters.

5. PROPANE SERVICE, MAINTENANCE, 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, its employees, or the public. You agree that Company may lock off your equipment, the Leased Equipment, or suspend service if Company believes an unsafe condition exists.

B. Delivery Options. Company offers two types of propane delivery:

Automatic – Under this worry-free delivery option, Company will make deliveries to you on either a fixed-cycle basis or upon a number of forecasting factors, including temperatures and usage patterns. To ensure accurate forecasting, please update Company with any changes in your usage.

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. Most Will Call deliveries are made within 5-10 business days after you place an order. Weather and other factors may affect delivery times. Company may assess a Will Call Convenience Fee per delivery. Expedited delivery requests may be assessed a Special Trip Charge.

C. Propane System Maintenance and Repair. You are responsible for the maintenance and repair of all equipment which you own (not Company owned), such as the gas line in the house and from the

outside equipment to the house, including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a leak check.

6. PRICING, FEES, RATES, AND CHARGES.

A. Price. You agree to pay Company's price per gallon of propane in effect when you place an order or for Automatic deliveries, on the date of delivery. This price is set at Company's discretion, and includes, but not limited to taxes, our costs to procure the propane, freight and transportation. Your price per gallon may vary depending upon the volume of propane you purchase and customer classification. We encourage you to contact the office 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.

B. Current Fees and Charges. Company may apply other fees and charges depending on the services requested and/or required. However, other fees and charges may apply depending on the services rendered. Please contact the office for specific questions and updated amount information.

THE FEES 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, RATES, AND CHARGES WITHOUT PRIOR NOTICE.

Early Termination Fee – You have received certain benefits from Company in exchange for your service commitment. If you terminate propane service with Company prior to the end of the Initial Term or any Renewal Term, Company may charge you an Early Termination Fee.

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 fluctuates on a monthly basis as Company's cost of fuel fluctuates. For current Fuel Recovery Fee information, please contact the office or visit the Company's website.

HazMat & Safety Compliance Fee – This fee, if any, is assessed on propane deliveries and other services 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 and workplace safety. It is also used to fund, among other things, employee safety training, inspections, cylinder requalification, and environmental compliance.

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 a new piping system 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. We can provide 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.

Pump-Out/Restocking Charge – Upon termination of service, Company may pump out the propane from a Company-owned tank on your property which contains propane in excess of 5% water capacity in order to remove it. You can avoid this charge by continuing service with Company until the supply of propane in the tank is less than 5%.

Reconnect Charge – If your tank is locked off by Company due to nonpayment, a 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 cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of a customer check for insufficient funds.

Service Dispatch Charge – This applies when a service technician is requested to perform diagnostic or other service work on Customer-owned equipment or needs to pick-up Leased Equipment. These charges will not be credited toward service work performed and additional charges may be assessed depending upon the nature of the service work required.

Special Trip Charge – This applies when you request a delivery within forty-eight (48) hours and/or emergency service after business hours or on weekends or Holidays. This charge can vary due to the time required to meet the request and can be obtained by contacting our local office at 610-854-8319 and/or (215) 999-4987.

Will Call Convenience Fee – This applies to customers enrolled in the Will Call delivery option and may be charged for each Will Call delivery. Eligible customers may avoid this fee by switching to Automatic delivery.

Underground Tank Removal – Customers with underground leased tanks are responsible for all costs of the excavation and removal of Leased Equipment. Company is not responsible for furnishing fill, resurfacing, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size and access to the tank, soil conditions and other impediments.

7. PAYMENT TERMS AND LATE FEES. 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 dispute an invoice, you must contact us within thirty (30) days of receipt. If you fail to timely pay all amounts owed to Company, Company, unless prohibited by law, may add a billing fee of 1.5% per month of the average daily balance (18 % per annum) and/or Fifteen (\$15.00) Dollars until paid and a late charge. 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. 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.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR INCIDENTAL, 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 LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF YOUR PROPANE SUPPLY, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME OR PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.

9. DISCLAIMER OF WARRANTIES. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/ OR RELATED EQUIPMENT OR SERVICE OR 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.

10. INDEMNIFICATION. Both Company and Customer agree to indemnify, defend and hold the other 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 that party, its agents or employees.

11. TERMINATION OF PROPANE SERVICE. Unless otherwise specified, and subject to any volume commitment agreement, **YOU MAY TERMINATE YOUR PROPANE SERVICE UPON PROVIDING THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO COMPANY. IF YOU TERMINATE SERVICE PRIOR TO THE END OF THE INITIAL TERM OR RENEWAL TERM, COMPANY WILL CHARGE YOU AN EARLY TERMINATION FEE.**

Upon termination, in order to remove Leased Equipment, Company will charge you a Service Dispatch Charge and a Pump-Out/Restocking Charge if the supply of propane remaining in the tank is more than 5% water capacity.

Unless required by law, Company does not repurchase propane remaining in the tank or provide customer refunds for any unused propane. Company, may however, in its sole discretion, repurchase the propane remaining in the tank in certain circumstances. If Company determines to repurchase the remaining propane, the repurchase price will be based upon the lower of the price per gallon that you paid or Company's current price.

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, you or the public.

12. 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, labor disputes, wars, hostilities, terrorism, force majeure, pandemic, 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 may allocate propane and equipment among its Customers in any manner that Company deems reasonable.

13. CHANGES TO THE TERMS AND CONDITIONS. Company reserves the right to amend or add to these Terms and Conditions (other than price per gallon, fees, rates, and charges, which may be changed without prior notice) at any time. If a notice, it may be in the form of a delivery ticket, bill insert, email, website at www.countypropane.net and/or other written notification. 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 of no force or effect.

14. WILL CALL DELIVERIES. “Will Call” customers, as noted in paragraph 5b above, as to will-call deliveries, are advised it is your responsibility to monitor the propane distribution system on your property. The 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, soot or smoke) which occurs as a result of the exhaustion of propane in your system. Company recommends you place a tank monitor on your system to determine the amount of propane remaining in your tank so your “Will Call” request is timely received by the Company as per paragraph 5b above.

15. CUSTOMERS WITH RESIDENCES AND/OR THAT ARE NOT OCCUPIED YEAR-ROUND. IT IS DIFFICULT TO FORECAST HOMES AND BUILDINGS WHICH ARE NOT OCCUPIED YEAR-ROUND AS YOUR USAGE PATTERNS CHANGE. IT IS YOUR RESPONSIBILITY TO MONITOR THE PROPANE DISTRIBUTION 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, SOOT OR SMOKE) 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' ADVANCED NOTICE OF A NEED FOR A DELIVERY TO AVOID THE EXHAUSTION OF YOUR PROPANE SUPPLY.

16. CLAIMS AND DISPUTES.

A. Jurisdiction. You agree that any and all claims and/or disputes are subject to the jurisdiction of the Courts of Pennsylvania with venue in the Magisterial District Court 15-4-02 located at 231 Boot Road in Downingtown, PA 19335 for all claims and/or disputes less than Twelve Thousand (\$12,000.00) Dollars in controversy and the Court of Common Pleas of Chester County for any claims and/or disputes in excess of Twelve Thousand (\$12,000.00) Dollars in controversy.

B. 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 not recover them from the Company unless awarded by the Court .

C. Waiver of Jury Trials and Class Actions. YOU AND COMPANY WAIVE THE RIGHT TO A JURY TRIAL AND TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION, UNLESS YOU AND COMPANY AGREE OTHERWISE IN WRITING. THIS WAIVER OF JURY TRIAL AND CLASS AND COLLECTIVE ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS AGREEMENT.

D. Governing Law. This Agreement and any claims and/or disputes hereunder are governed by the laws of the Commonwealth of Pennsylvania.

17. SEVERABILITY. If any provisions of these Terms and Conditions are determined to be invalid under applicable law or unenforceable by a court, 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.

18. NOTICE. Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at 410 S. Brandywine Avenue, Downingtown, PA 19335 or a change of address provided by the Company. Notice to you may be in the form of a bill insert, delivery ticket, stand-alone mailing, website at www.countypropane.net, email and/or other written notification.

19. 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.

20. YOUR CONTACT AND PAYMENT INFORMATION. You represent and warrant that the name, address, telephone number(s), email 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. FAILURE TO DO SO IS A BREACH OF THESE TERMS AND CONDITIONS.

21. YOUR CONSENT TO BEING CONTACTED. By providing a telephone number(s), cell phone number(s) (text) or email address, now or in the future, you agree that Company (and others on its behalf) may contact you at that email address by emailing you or at your cell telephone number(s) via text message (whether manually or automatically dialed) and telephone call (whether manually or automatically dialed, and whether using a live, artificial, or prerecorded voice) regardless of whether you will incur charges. You further agree that such communications may include, without limitation, delivery reminders, delivery confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. YOU ACKNOWLEDGE AND AGREE THAT YOUR CONSENT TO SUCH COMMUNICATIONS IS A MATERIAL AND ESSENTIAL PART OF THIS AGREEMENT AND THAT YOU PROVIDED IT AS PART OF A BARGAINED-FOR EXCHANGE. (Company will not disclose your private information to any unrelated third parties.)

22. SURVIVAL. Paragraphs 1, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17,18, 19, 21, 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 your return of Leased Equipment.

23. CUSTOMER-OWNED EQUIPMENT. The terms and conditions set forth herein shall also apply to customer owned equipment where applicable.