

TERMS AND CONDITIONS FOR PROPANE

These terms and conditions (“**Terms and Conditions**”) for propane (“**LP Gas**”), effective December 8, 2022, are between you (“**you**” or the “**Customer**”) and Grouper Energy LLC d/b/a Shipley Energy (the “**Company**”). These terms and conditions replace and supersede any prior terms and conditions between you, the Company and/or its affiliates.

1. Acceptance of Terms and Conditions. By requesting or accepting LP Gas delivery or LP Gas services from the Company or by otherwise entering into one or more agreements with the Company, including these Terms and Conditions (collectively, the “**Agreement**”), you agree to accept and be bound by these revised Terms and Conditions in their entirety.

2. Purchase and Sale. Customer recognizes that the cost of LP Gas fluctuates and agrees that the Company has the right at any time to revise the pricing without prior notice and to bill Customer accordingly. During the term of the Agreement, the Company will sell to Customer and Customer will purchase from the Company, on an exclusive basis, all LP Gas required at Customer’s address set forth in the Agreement between Company and Customer (the “**Property**”). Customer agrees to pay to the Company the cost of LP Gas, and any charges, costs and fees described in these Terms and Conditions, including but not limited to service charges, any installation charges, the Minimum Usage Charge, the Underfill Charge, charges to place a system back in operation, the cost of any Company fees and charges, and fees, taxes, or other charges that are imposed by a governmental authority in connection with the Agreement or any of the services provided by the Company.

Customer agrees to pay the Company, when applicable, a Minimum Usage Charge and an Underfill Charge.

A “**Minimum Usage Charge**” occurs when Customer does not purchase an amount of LP Gas equal to or exceeding Customer’s minimum usage requirement.

An “**Underfill Charge**” is an additional charge associated with the costs the Company incurs for delivery and operational impacts resulting from a delivery of an amount of LP Gas which is less than that which fills the LP Gas tank(s) to full capacity.

The LP Gas price for Minimum Usage Charge or any other purpose shall be the one in effect for the type of service required at the Property at the time Customer receives the LP Gas.

3. Company Equipment. The Company will determine the proper standard installation, including the tank, valve and related piping (collectively the “**Company Equipment**”) needed to control and supply Customer’s anticipated LP Gas requirement in accordance with the Act of June 19, 2002, P.L. 421, No. 61, or applicable law of any other state in which the Company does business, to provide the type of service that Customer requires. The Company may charge Customer a non-refundable tank installation fee. The Company may charge an additional installation fee for all labor, materials, and piping which exceed those set forth in the Company’s standard installation fee. Following Company’s receipt of the installation fee, if applicable, the Company will loan to Customer and install Company Equipment to meet Customer’s anticipated LP Gas requirement. If Customer’s LP Gas requirements change, the Company may adjust, modify, or replace the type or amount of Company Equipment that is loaned to the Customer. The Company Equipment is and shall at all times remain the Company’s property.

Only LP Gas sold by the Company may be used with the Company Equipment. Customer agrees to use due care to protect and keep the Company Equipment in good working order at all times, and shall promptly return to the Company in as good condition as the day the Company loaned it to me, ordinary wear and tear excepted, upon the termination of the Agreement or otherwise as requested by the Company.

4. Customer Equipment. The Customer may utilize a tank, valves, related piping, appliances and other equipment owned by the Customer (collectively the “**Customer Equipment**”) in connection with the delivery, storage, and use of LP Gas to the extent permitted by the Company. The Customer Equipment is, and shall at all times remain, the Customer’s property. Customer agrees to use due care to protect and keep the Customer Equipment in good working order at all times. The Company is not responsible for the maintenance or repair of the Customer Equipment, and the Company shall not be liable for Customer’s failure to maintain the Customer Equipment in good working order.

5. Delivery and Emergency Service. The Company may refuse to deliver LP Gas into the Company Equipment or the Customer Equipment if the Company, or its employees or representatives, believe(s) that the Company Equipment or the Customer Equipment is not satisfactory for the safe and efficient storage or use of LP Gas. Customer agrees that the Company will have access at all times to the Company Equipment and the Customer Equipment in order to inspect, service, change or remove all or part of the Company Equipment and the Customer Equipment. Customer agrees that no connections or disconnections to the Company Equipment or the Customer Equipment will be made by anyone except the Company’s employees or the Company’s authorized representatives.

In the event of any disconnections or if any for any reason, should Customer run out of LP Gas, Customer agrees to permit and to make arrangements for the Company to gain entrance to the Property for the purpose of re-lighting pilots, testing for leaks, and/or performing pressure tests or any other test that the Company may deem necessary. Customer understands that the LP Gas supply will be turned off at the tank and the valves on the equipment locked until such time as an authorized representative of the Company has the ability to gain entrance to the Property. Customer agrees to pay the Company's service charge then in force at the time for the service call to place Customer's LP Gas supply back into operation.

6. Repair and Servicing of Company Equipment. The Company will provide free of charge any repair or service of the Company Equipment which is found to be faulty or unsafe due to ordinary wear and tear. If repair or servicing to the Company Equipment is necessary due to circumstances outside of ordinary wear and tear, including but not limited to Customer's negligence, lack of care or protection, or willful misconduct, Customer will be responsible for paying for such repair and/or servicing.

7. Repair and Servicing of Customer Equipment. At Customer's request, the Company may, if it chooses, provide discretionary installation, repair or other service to Customer for the Customer Equipment. When the Company supplies these services, Customer agrees to pay for these discretionary services in accordance with the Company's then current pricing, policies, and terms and conditions.

8. Return of LP Gas. If Customer utilizes Company Equipment, Customer may return any unused LP Gas that Customer purchased from the Company for a refund. The Company will credit Customer's account at the price the Customer paid for the LP Gas less the Company's charges and costs associated with retrieving and transporting the LP Gas. This section does not apply to LP gas in Customer Equipment.

9. Term and Termination. This Agreement will continue and remain in force except that it may be terminated as follows:

(a) By the Company if payment for goods and services is not made in accordance with the Company's credit and billing policies for LP Gas, as may be amended from time to time.

(b) By either party if the other party has breached the Agreement or these Terms and Conditions.

(c) By written notice by Customer to the Company if Customer's occupancy or interest in the Property has changed.

(d) By Customer upon fifteen (15) days advanced written notice to the Company. The termination will become effective when the Company shuts off Customer's LP Gas supply. The Company agrees to shut off Customer's LP Gas supply within fifteen (15) days after receiving Customer's notice of termination.

(e) By the Company upon fifteen (15) days advanced written notice to Customer. The termination will become effective when the Company shuts off Customer's LP Gas supply.

The termination of the Agreement shall terminate all further rights and obligations of the parties under the Agreement, except that such termination shall not affect:

(a) the obligation of Customer to pay any amounts arising on or prior to the date of termination or as a result of or in connection with such termination;

(b) the right of the Company to the Company Equipment and the right to enter to the Property to repossess such Company Equipment; and

(c) the rights and obligations of the parties contained in this Agreement, which by their terms are intended to survive the termination of this Agreement.

10. LP Gas Shutoff, Refusal to Deliver. The Company may, at its discretion, shutoff Customer's supply of LP Gas or refuse to deliver LP Gas or other petroleum products to Customer for any of the following reasons:

(a) Failure by Customer to pay what is owed to the Company within payment terms following issuance of an invoice to Customer.

(b) Failure by Customer to adhere to any of the terms or conditions of this Agreement.

(c) Relocation of the Customer or sale of the Property.

(d) Determination by the Company that the tank or any equipment, appliance, or piping is not satisfactory for the safe and efficient storage or use of LP Gas.

(e) Any other valid business reason determined by the Company.

If shutoff or refusal of delivery occurs as stated above, Customer understands and agrees that such action by the Company does not terminate this agreement or Customer's obligations under this Agreement (including any obligation to pay for minimum usage requirements).

11. Requirements for the Customer. Customer shall:

- (a) execute and deliver to the Company all documents requested by Company related to the Company's ownership of and title to the Company Equipment;
- (b) promptly notify Company of any maintenance issues with, or damage to, the Company Equipment or the Customer Equipment;
- (c) properly maintain all Customer Equipment;
- (d) maintain at least one (1) week's supply of LP Gas in the tank at all times; and
- (e) provide notice to the Company at least twenty-one (21) days prior to any sale or change in title to the Property or Customer vacates the Property.

12. Prohibitions for the Customer. Customer shall not do any of the following:

- (a) assign, pledge, or otherwise convey any interest in and to the Company Equipment;
- (b) modify, damage, destroy, or lose the Company Equipment; or
- (c) store, use, release or dispose of hazardous materials within a distance of the Company Equipment which could pose a safety risk or damage the Company Equipment.

13. Waiver. The failure of either party to insist on strict performance of any covenant or obligation under these Terms and Conditions, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under these Terms and Conditions shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

14. Indemnification; Liability Limitation. Customer covenants and agrees to indemnify, defend, and hold Company, its owners, directors, officers, employees, agents, affiliates, successors and assigns harmless from any and all claims, demands, actions, causes of action, suits, damages, liabilities, obligations, costs, and expenses (including reasonable attorney's fees) asserted against, incurred and/or suffered by as the result of the inaccuracy of any of Customer's representations set forth in this document or any action or omission to act of Customer, except to the extent caused by the Company's negligence or willful misconduct. The Company will not be liable under any circumstances for any loss that Customer has as a result of running out of LP Gas. The Company disclaims liability, and will not be liable, for any injuries to people, damaged property, loss of LP Gas, which is due to the transportation, storage or use of LP Gas, or the use of LP Gas, or the use, operation, removal, maintenance or repair of any LP Gas equipment or appliance.

15. Force Majeure. The Company's obligation to perform under this agreement is subject to events that include act of God, fire, pandemic, storm, flood, freeze, lightning, explosion, earthquake, war (declared or undeclared), accidents, embargos, labor disputes or issues, action of a court, governmental order or regulatory compliance, regulations or recommendations by governmental authority, inability to obtain sufficient or suitable raw materials or supplies, an interruption or contingency of transportation, or any other causes.

16. Governing Law. These Terms and Conditions shall be governed by and construed and enforced in accordance with and subject to, the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such state, without regard to the conflict of laws principles thereof and without regard to aid of any canon, custom or rule of law requiring construction against the draftsman.

17. Arbitration. A cause of action arising out of this Agreement includes any cause of action seeking to enforce any provision of or based on any matter arising out of or in connection with this Agreement or the transactions contemplated by it shall be resolved only by arbitration conducted according to this Section, and judgment on the award rendered by the arbitrator may be entered in a court having jurisdiction. Filing fees for the arbitration and the costs of the arbitrator shall be split among the parties. The arbitration shall be conducted in accordance with the applicable rules of the American Arbitration Association ("**AAA Rules**") by one neutral arbitrator, mutually agreed upon by the parties involved in the dispute, or if the parties cannot agree, selected according to the AAA Rules. The arbitration shall be governed by and apply the substantive law of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. The arbitration shall be conducted in York County, Pennsylvania. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including, without limitation, injunctive relief, an order of specific performance of this Agreement and any other equitable relief. The award of the arbitrator shall be reasoned and written. The award of the arbitrator shall be final and binding upon the parties. Initially each party shall bear its individual costs, such as, but not limited to travel, witness fees and expense and legal representation at the arbitration and all other expenses of the arbitration shall be born equally by the parties. However, the arbitrator may award to the prevailing party all reasonable attorneys' fees, court costs, arbitration fees, expert witness fees and all other expenses. This Section 17 does not apply to claims or actions by the Company for payment of amounts due by Customer for LP Gas, Company Equipment, or services or repairs provided by the Company, including all applicable fees, charges, and costs thereon.

18. Assignment. The Company may assign this Agreement freely, in whole or in part. Customer may not assign this Agreement, in whole or in part, without the written consent of the Company.

19. Delegation of Duties by Company. The Company may perform the Company's duties and obligations under this Agreement either directly through the Company's own employees or through an authorized representative or agent selected by the Company. Agreements with Customers shall be assignable by the Company in the event of an asset or stock sale of the Company.

20. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives, and assigns of the parties to this Agreement.

21. Survival. The representations, warranties, obligations, and agreements made by the parties which expressly or by their nature survive the expiration or termination of these Terms and Conditions shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms and Conditions until the obligations are satisfied in full, or by their express terms or their nature, expire.

22. Modifications to Terms and Conditions. The Company may modify these Terms and Conditions, at any time and in its sole discretion. Customer may request a copy of the current Terms and Conditions by calling 1-800-839-1849. Unless otherwise set forth by the Company, the modified terms will take effect thirty (30) days following notice to the Customer. If any modification is unacceptable to Customer, Customer's sole recourse is to terminate this Agreement. Customer's failure to terminate this Agreement within thirty (30) days after notice of such modifications shall constitute Customer's acceptance and agreement to such modifications.

23. Acknowledgement. Customer acknowledges and agrees that the Company has shown Customer how to detect the presence of LP Gas by way of its distinctive odor, and Customer agrees to ensure all end users are familiar with the odor of LP Gas. Customer acknowledges that the Company recommends the installation of LP Gas detectors and carbon monoxide detectors. Customer agrees to notify the Company immediately if Customer believes that the LP Gas equipment or Customer's appliance(s) may be leaking. Customers are also urged to consult <https://propane.com/safety/>.