

AmeriGas Propane Vermont Terms & Conditions

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

Effective December 1, 2026

Thank you for choosing AmeriGas for your propane service. This document explains how our relationship works: how we deliver propane; how we provide propane-related services; what things cost; who owns which pieces of equipment; and the responsibilities for both AmeriGas and you. Please read it and keep it with your records.

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. In this document, “AmeriGas,” “we,” “us,” and “our” mean AmeriGas Propane, L.P. “You” and “your” mean the customer receiving service. If you have an existing propane supply agreement with AmeriGas 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 and is part of this Agreement.

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 14.

2. The Term of Your Service

The term of this Agreement will commence on the date that the AmeriGas-owned propane tank is installed or, if a propane tank is already installed on location, then the date service with AmeriGas 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 AmeriGas 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.

3. How We Deliver Your Propane

AmeriGas offers two types of propane delivery services:

- **Automatic Delivery** — AmeriGas will make deliveries to you based upon several forecasting factors including the weather, your tank size, and your past usage. You must inform us immediately if you add or remove appliances or change how you use propane so our estimates stay accurate. If you have a residence that is not occupied year-round, please see Section 8 below for important information about this delivery option.
- **Will Call Delivery** — AmeriGas will only deliver propane after you request a delivery. AmeriGas charges a Will Call Convenience Fee for deliveries made by phone. No such fees apply when you place an order online using your MyAmeriGas account. Please go to www.MyAmeriGas.com for more details. We recommend you place an order

when your tank is around 30% full. **Most Will Call deliveries are made within 1-2 weeks after you place an order.**

While we do our best to keep you supplied, delivery dates are not guaranteed, and we will not be responsible for any delay or damages caused by such events and circumstances beyond our reasonable control, including, but not limited to: acts of God; fire, storms, floods, or other adverse weather or environmental conditions; epidemics, pandemics, and other health crises; explosions; power blackouts; equipment failures; labor disputes; wars, hostilities, and terrorism; changes in laws or regulations; or our inability to obtain propane or equipment from our suppliers, including all terminal, refinery, pipeline, or transportation disruptions. Under any circumstances such as these, we will not be deemed to be in breach of these Terms and Conditions and we may allocate propane and equipment among our Customers in any manner we deem reasonable.

For any delivery, AmeriGas may choose not to deliver propane or perform services if, in our sole discretion, we believe that doing so will pose an unnecessary risk of injury or harm to you, AmeriGas' employees, your property, or the public. You agree that AmeriGas may lock off your equipment, the Leased Equipment, and/or suspend service if AmeriGas believes an unsafe condition exists.

4. Tanks and Equipment

You may purchase your own propane storage tank or cylinder, or you may lease equipment from AmeriGas.

If you lease equipment from us:

- The leased equipment will include a propane tank or cylinder, a first stage or twin-stage regulator and, if applicable, a tank monitor or propane meter (collectively, the "Leased Equipment"). If you have an AmeriGas-owned tank monitor on either Leased Equipment or your own tank, we collect your tank telemetry data, which may include location information (such as the GPS location of the tank monitor) and the propane level in the tank. By agreeing to these Terms and Conditions, you consent to the collection of such data.
- Any Leased Equipment will at all times remain AmeriGas property (or property of our service providers) and will not become a fixture or part of your property.
- You pay an annual rental fee for the Leased Equipment based on factors that can include tank size, property location, and usage, as noted on the Initial Fee Disclosure Form or any updated Fee Disclosure Form.
- **Only propane purchased from us may be used in equipment we own, including Leased Equipment. This is a safety requirement and (in some locations) required by law, not just a business preference.**
- **Only AmeriGas or our authorized representatives may connect, disconnect, move, or service the 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 you or other persons authorized by you to be on your premises. You are responsible for malfunctions or damage to the Leased Equipment that occur due to your fault or the fault of other persons authorized by you to be on your premises. If AmeriGas is required to repair any malfunction or damage that occurs through the fault of you or other persons authorized by you to be on your premises, you will be billed for the work in accordance with AmeriGas'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.
- AmeriGas has an irrevocable right to access your property without prior notice for deliveries of propane and the servicing or removal of Leased Equipment. AmeriGas may remove, replace, and/or exchange any Leased Equipment as we determine may be necessary to better serve you.
- You're responsible for the cost of removing or excavating Leased Equipment (including underground tanks) if service ends within 12 months of the tank being installed at the property, and we are not responsible for restoring landscaping afterward. For more information on the removal of underground tanks, see Section 12.

If you own your tank:

- You're responsible for maintaining, inspecting, and repairing it, including the regulator and connecting lines.
- We may inspect your system for safety before delivering and may decline to deliver if we believe it's unsafe. You agree that, if we choose to inspect your system, we are not liable for the results of any such inspection.
- You are not required to use AmeriGas as the exclusive provider for equipment that you own. If you do use another party to deliver propane or perform any service work on your propane system, AmeriGas shall have no liability for any claim resulting from the actions of that third party.
- AmeriGas may perform maintenance, repair, testing, diagnostic or inspection services on your 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 AmeriGas for your Equipment, if offered, in accordance with AmeriGas'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.
- You are responsible for the maintenance and repair of all equipment that you own – even if you lease some equipment from AmeriGas – including the piping, valves, appliances, and other equipment in your system. You are responsible for your propane system's compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect, turn off and on the propane system, or add or remove appliances so that we may conduct a leak check or take any other appropriate service steps.

5. Access to Your Property

To deliver propane and service your equipment, we need free and safe access to your tank and any other related equipment such as meters at all times, including:

- A driveway and path to the equipment that is free of snow, ice, mud, debris, or overgrown vegetation.
- Access to the equipment that is not behind locked gates (without supplying the code), fencing, or near loose animals.
- A driveway sturdy enough to support the size and weight of a loaded delivery truck which may be heavier than normal vehicles.
- Advance notice from you of the location of overhead wires, septic systems, leach pits, underground ponds, sprinkler lines, or other underground features near the tank, so we can avoid damaging them.

If AmeriGas arrives at your property and is unable to access your equipment, you may be charged a fee. AmeriGas is not responsible for damage to unmarked utilities or for reasonable wear to your driveway from normal delivery traffic.

6. Pricing, Fees, & Charges

AmeriGas offers various pricing programs that allow customers to lock in specific prices or purchase fuel in advance. For the latest program details, please visit www.AmeriGas.com. For customers not enrolled in any specific pricing program, you agree to pay AmeriGas' current price per gallon. This is the price in effect when you place an order or, for Automatic Deliveries, on the date of the delivery. This price is set by AmeriGas and includes, among other things, our costs to procure propane, our taxes, transportation costs, and other applicable overhead. Your price per gallon may vary depending on the volume of propane you purchase, the distance of your tank from the nearest AmeriGas location, customer classification, propane tank ownership, and competitive conditions. We encourage you to review the information on our website or contact us 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.

Beyond the price of propane itself, fees and charges may apply depending on the service you request or is required. You 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. For service work without a set fee, AmeriGas charges an hourly labor rate plus an amount for materials. Please contact us with any questions and for updated fee amount information using the methods at AmeriGas.com/support. **THE FEES AND CHARGES ARE NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. AMERIGAS MAY CHANGE ITS FEES AND CHARGES AT ANY TIME AND WITHOUT PRIOR NOTICE.**

- **Lock Equipment Charge** – This fee will be assessed when a customer is moving out to lock and cap the equipment. This Fee is only assessed if service is terminated within 12 months of the tank being installed at your location.
- **Early Termination Fee** – This fee is assessed if you are leasing equipment and you terminate propane service prior to the end of the Initial Term. This Fee is only assessed if service is terminated within 12 months of the tank being installed at your location.
- **Diesel Cost Recovery Fee** – This fee, which is assessed on propane deliveries and service dispatches, helps to offset the significant expense incurred by AmeriGas in fueling its fleet of motor vehicles.
- **System Leak Check Charge** – This charge is applied when AmeriGas 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, we 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 12. This Fee is only assessed if service is terminated within 12 months of the tank being installed at your location.
- **Equipment Reconnection Charge for Disconnects**– If your tank is locked off by us 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 Charge** – 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 your fault or the fault of other persons authorized by you to be on your 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 fee applies when a customer requests a delivery within one (1) day.
- **Underground Tank Removal** – If an underground tank is leased to you, you are responsible for the removal of underground leased tanks, plus the costs associated with removal of underground tank, which will vary, depending upon the circumstances, labor, and materials necessary for excavation.
- **Late Payment Fee** – See Section 7.
- **Equipment Lease Fee** – See Section 4.
- **Credit Card Surcharge** – See Section 7.

7. Payment Terms and Late Fees, and Credit Card Surcharge

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 AmeriGas using the methods listed at www.amerigas.com/support/billing-payment/help-with-my-bill within ninety (90) days from the date of the invoice. If you fail to submit a dispute within this time period, the invoice will be deemed accurate and accepted in full. The submission of a dispute does not alter the due date of the invoice.**

If you received credit terms from AmeriGas, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program.

If you pay by credit card, AmeriGas may, unless prohibited by law, impose a credit card surcharge, as noted on the Initial Fee Disclosure Form or Existing Fee Disclosure Form, which will not be greater than our cost of acceptance. The surcharge will not be imposed on other forms of payment such as ACH, check, debit card, or third-party payment options.

If you fail to timely pay all amounts owed to AmeriGas, AmeriGas will, 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, as noted on the Initial Fee Disclosure Form or Existing Fee Disclosure Form.

If you fail to make a payment on your outstanding amount owed, AmeriGas may, after providing written notice to you, suspend service and/or place a lock on Leased Equipment. If AmeriGas places a lock on Leased Equipment, all outstanding amounts (including the applicable Reconnect Charge) must be paid in full before service will be restored, as noted on the Initial Fee Disclosure Form or Existing Fee Disclosure Form. AmeriGas 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. This includes, but is not limited to, switching your delivery method from Automatic to Will Call if you have an outstanding balance. AmeriGas 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. Customers with Residences Not Occupied Year-Round

It is difficult to forecast propane usage for homes that are not occupied year-round as your usage patterns change. If you choose Automatic Delivery for a home not occupied year-round, it is your responsibility to monitor the propane distribution system on your property. AmeriGas 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. For all deliveries to homes not occupied year-round, you must provide AmeriGas with at least ten (10) business days' advanced notice of a need for a delivery to avoid the exhaustion of your propane supply.

9. Propane Meters

If you have a meter, you will be billed for your monthly propane usage.

10. Your Safety

Safety information has been or will be supplied in your Welcome Packet. You are responsible for reading the Welcome Packet and any other communications AmeriGas sends as they may contain important safety and regulatory information. If you did not receive the safety information or would like an additional copy, please visit us at AmeriGas.com/about-propane/propane-safety or contact us through AmeriGas.com/support and we will mail or e-mail it to you. It is your responsibility as the customer to make sure anyone living in or visiting your homes – including relatives, children, or tenants – is familiar with the safety information. Safety is a joint responsibility between you and AmeriGas, please follow your responsibilities in this Agreement carefully and ask AmeriGas if you have any questions concerning the safety of your propane system.

We recommend you regularly visit [AmeriGas.com/about-propane/propane-safety](https://www.amerigas.com/about-propane/propane-safety) to view those and other important safety warnings. **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-AmeriGas. We recommend purchasing an LP gas detector and a Carbon Monoxide detector.**

11. Liability and Warranties

We'll perform our services carefully and professionally. That said, please understand the following limits:

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES WILL AMERIGAS 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. AMERIGAS IS NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY YOU, OR ANYONE TO WHOM YOU ASSIGN YOUR RIGHTS, AS A RESULT OF THE EXHAUSTION OF YOUR PROPANE SUPPLY (INCLUDING WITHOUT LIMITATION AT RESIDENCES NOT OCCUPIED YEAR-ROUND UNDER SECTION 8), INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME, REAL PROPERTY, OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.

DISCLAIMER OF WARRANTIES: AMERIGAS 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 MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF YOU RECEIVE PROPANE SERVICE IN THOSE STATES, THE ABOVE EXCLUSIONS DO NOT APPLY TO YOU.

INDEMNIFICATION: Both AmeriGas 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.

12. Ending Service

- You may cancel service by giving us at least 30 days' notice. You can cancel in one of the following ways:
 - Online: Visit www.amerigas.com/support and submit your notice via the method provided
 - Email: You can email your notice to Customercare@amerigas.com
 - Mail: Mail us your notice via U.S. Mail, postage prepaid, to AmeriGas Propane, P.O. Box 45264, Westlake, OH 44145; or
 - Phone: You can also cancel by phone by calling us at 1-800-AMERIGAS (1-800-263-7442).
- We may cancel service by giving you at least 30 days' written notice.
- We may also cancel service immediately, without notice, if we believe a safety issue exists.
- If you sell or move out of your property, you agree to inform AmeriGas at least 30 days in advance so we can coordinate closing your account. If you are moving, you may be able to avoid certain fees associated with equipment removal if you are able to coordinate transferring service to the new occupant. For more information regarding this possibility, please contact us.
- Please refer to the applicable Fee Disclosure Form with respect to the charges that may be associated with removing Leased Equipment upon termination. If an underground tank is leased to you, you are responsible for all costs of the excavation and removal of the underground tank if you terminate service within 12 months of the tank being

installed at the property. After removal of an underground leased tank, in no event is AmeriGas responsible for resurfacing or restoring your property to its previous condition when the underground tank was installed regardless of the length of time the tank was installed on the property.

- AmeriGas will refund to you the amount paid by you for any propane remaining in the storage tank, less any payments due to us from you.

13. Changes to These Terms

We may update this Agreement from time to time. If we do, we'll notify you at least 30 days in advance by mail, email, bill insert, or through your MyAmeriGas account. If you continue to accept deliveries or make payments after receiving notice of a change, you have accepted the updated terms, unless you contact AmeriGas in writing prior to its effective date and terminate service. As described in Section 6, pricing and fees may change without advance notice. For AmeriGas' latest pricing, please contact us or visit [AmeriGas.com/fees-charges](https://www.amerigas.com/fees-charges). 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 AmeriGas mails or delivers the Existing Customer Fee Disclosure Form to you.

14. 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 14(A), 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 AmeriGas, or the relationship between you and AmeriGas, 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 AmeriGas 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 AmeriGas on an individual basis in small claims court if the amount claimed is within the jurisdiction of that court. However, AmeriGas will not demand arbitration pursuant to this agreement to arbitrate 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 CLAUSE, 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 AmeriGas 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 AmeriGas 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 AmeriGas.

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 AmeriGas 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. AmeriGas 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 AMERIGAS WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND AMERIGAS 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.

15. Your Contact and Payment Information

You are responsible for providing accurate, complete, and current contact and payment information to AmeriGas. This information can be updated online using MyAmeriGas.com. You must notify AmeriGas immediately if there is any change to this information to maintain service and delivery.

16. Your Consent to Be Contacted

By providing a telephone number now or in the future, you agree that AmeriGas (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, contact us through the methods listed at AmeriGas.com/support, or update your contact preferences in your MyAmeriGas account.

17. A Few More Important Details

- **Governing Law:** This Agreement is governed by the laws of the Commonwealth of Pennsylvania.
- **Assignment:** You may not transfer this Agreement to someone else without our written permission. We may transfer our rights and obligations under this Agreement at any time.
- **Severability:** If any part of this Agreement is found unenforceable, the rest of the Agreement still applies.
- **Entire Agreement:** This document, along with any signed service agreement between us, is our complete understanding and replaces any earlier agreements on the same topics.

- Survival: Sections 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, and 17 will survive termination of your relationship with AmeriGas, which includes your permission for AmeriGas to contact you to collect any debts owed or your return of Leased Equipment.

Questions?

We're glad to answer any questions about these terms or your account. You can reach us using any of the methods listed at AmeriGas.com/support.