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TERMS AND CONDITIONS

Thank you for being our customer. Please read these terms and conditions carefully. They are binding on you and modify any other agreement you may have with Harper Industries, Inc.

1. ACCEPTANCE OF TERMS AND CONDITIONS. These Terms and Conditions will be deemed to have been fully accepted by you (also referred to herein as “Customer” or “your”) when any one of the following occurs: (a) Customer requests or accepts propane delivery from Harper Industries, Inc. (also referred to herein as “Company” or “us”); (b) Customer provides payment to Company; or (c) Customer enters into a purchase order, supply agreement, or any other contract or agreement with Company. Customer agrees that these Terms and Conditions are included in and made a part of every such order, contract or agreement. To the extent there may be a conflict between any term of any such order, contract or agreement and these Terms and Conditions, the term of the order, contract or agreement shall control. These Terms and Conditions are otherwise fully binding on Customer and Customer agrees that it has read and will be bound by them.

2. PROPANE DELIVERY, FACILITY MAINTENANCE, SAFETY AND TRAINING.

- A. General Conditions.** Company may choose not to deliver propane if, in Company’s sole discretion, it believes that doing so may pose an unnecessary risk of injury or harm to you, Company’s employees or authorized representatives, your property, or the public. You agree that Company may cancel delivery if Company believes an unsafe condition exists.
- B. Customer Facility.** You are responsible for the maintenance and repair of every bulk storage facility that you own or operate, including compliance with all applicable federal, state and local laws, statutes, rules and regulations, as well as all applicable safety codes, standards and regulations, and manufacturer-recommended maintenance. It is your obligation to follow all applicable safety practices, to visually inspect your facility regularly, and to notify us if you detect any problems. Company has no responsibility for inspection and maintenance of your facility.
- C. Access to Your Facility.** Company’s authorized representatives will have the right to enter your property without prior notice for deliveries of propane. You agree to provide Company’s authorized representatives with safe and unimpeded access to your bulk storage facility, including but not limited to access free of ice, snow, water and other hazards, and you will ensure that entry gates are unlocked and accessible prior to delivery.
- D. Adverse Weather or Remote Areas.** Your delivery may be delayed if there are adverse weather conditions, such as floods, heavy rains or hurricanes, or if the delivery address is in a remote area.
- E. Safety and Training.** You acknowledge that propane is a hazardous material and that you are knowledgeable of the associated hazards, risks and necessary precautions, including with respect to handling, receipt, storage and use of all propane delivered by Company. Customer has properly trained, or will properly train, each of its employees or agents on proper handling of propane and, as applicable, proper maintenance and repair of its facility. **IT IS CUSTOMER’S SOLE RESPONSIBILITY TO DETERMINE WHETHER ITS EMPLOYEES AND AGENTS ARE PROPERLY TRAINED IN ACCORDANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS, AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS PERTAINING TO HAZARDOUS MATERIALS AND SAFE WORKING CONDITIONS, INCLUDING THOSE PROMULGATED BY THE U.S. DEPARTMENT OF LABOR AND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), OSHA’S HAZARD COMMUNICATION STANDARD (HAZCOM), AND TO DEVELOP AN EMERGENCY RESPONSE PLAN FOR LEAKING FLAMMABLE GASES, SUCH AS PROPANE. Customer agrees that it is solely responsible for any**

and all injuries (including death) or damages that may result from its receipt or handling of propane from Company, and Customer will indemnify, defend and hold Company harmless from all Claims (as defined herein), including any Claims brought by Customer's employees, agents, contractors or customers.

3. PRICING AND PAYMENT.

- A. Price.** Unless you enter into a Fixed Price Propane Supply Agreement with us, you agree to pay Company's price per gallon of propane in effect on the date you place an order. Company generally posts its propane prices each weekday based on the current market price for propane. Customer's price for propane shall be the Company's currently posted price at the time the order is placed unless otherwise mutually agreed in writing by Customer and Company.
- B. Fees and Charges.** Company may apply other fees and charges depending on the timing of Customer's payment and Customer's payment method.
- **Returned Payment Fee** – Company will impose a \$35.00 fee to cover return charges and administrative expenses associated with any payment that is unable to be processed by Customer's financial institution.
 - **Late Fee** – If you fail to timely pay all amounts owed to Company, Company will impose a monthly late fee of 1.5% of the average daily balance until paid.
 - **Credit Card Surcharge** – If you pay by credit card, Company will impose a credit card surcharge which will not be greater than Company's cost of acceptance, unless prohibited by law.
- C. License, Permit and Taxes.** Customer is responsible for obtaining and paying for all necessary licenses, permits and government approvals in connection with the sale, storage or use of propane delivered hereunder and shall pay all taxes imposed by governmental entities in connection with the same.
- D. Other Payment Terms.** Unless otherwise specified in a purchase order or supply agreement, payment is due fifteen (15) days after Customer's receipt of propane delivered by Company. If you have received credit terms from Company, you will be billed after your propane delivery. You agree to pay the invoiced amount on or before the due date indicated on the invoice. If you dispute an invoice, you must notify us at 1-800-342-7330 within ten (10) days of receipt. If you fail to make a payment on your outstanding amount owed, Company may not accept subsequent requests for propane delivery until all amounts outstanding have been paid in full. Company may also require you to pay for subsequent propane deliveries 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 your outstanding balance. If Company uses a collection agency or attorney to collect money owed by you that is past due, you agree to pay the reasonable costs of collection incurred by Company, including but not limited to collection agency fees, reasonable attorneys' fees, and court costs. Any refusal or failure by Customer to accept delivery of propane from Company or its authorized representatives will not excuse Customer from its payment obligations as if such delivery had occurred. Customer and Company specifically agree that these Terms and Conditions and all transactions contemplated herein are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C. Section 101(25). If either party becomes subject to bankruptcy proceedings, it is understood and agreed that the other party shall be entitled to exercise its right to liquidate and terminate these Terms and Conditions as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code. In addition, the parties agree that any payments made under or in connection with these Terms and Conditions are the types of payments described in Section 546(e) of the Bankruptcy Code and are not subject to avoidance in any bankruptcy case.

4. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE (a) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS, OR LOSS OF BUSINESS INVESTMENTS, OPPORTUNITIES OR GOODWILL, OR (b) FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, EXTRAORDINARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE, EVEN IF COMPANY HAS BEEN ADVISED

OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. COMPANY IS NOT LIABLE AND CUSTOMER SHALL HOLD COMPANY HARMLESS FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY CUSTOMER, OR ANYONE TO WHOM CUSTOMER ASSIGNS CUSTOMER'S RIGHTS, AS A RESULT OF THE EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE INCLUDING WITHOUT LIMITATION, DAMAGE TO REAL PROPERTY, BUSINESS ASSETS, OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE CAUSED BY FROZEN PIPES. IN NO EVENT WILL COMPANY BE LIABLE FOR DAMAGES EXCEEDING THE AMOUNT PAID BY CUSTOMER TO COMPANY.

5. DISCLAIMER OF WARRANTIES. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR BULK STORAGE FACILITY UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF SO, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

6. ETHYL MERCAPTAN WARNING. Customer hereby acknowledges and understands the following with respect to ethyl mercaptan. It is important that Customer periodically remind its customers and employees that while ethyl mercaptan has been recognized as the best available odorant for propane, no odorant is effective all of the time. The odor of ethyl mercaptan may, under certain circumstances, be reduced or lost if put into a tank that is new or has been exposed to the air for extended periods of time. Electronic gas detectors (that emit a shrill sound in the presence of gas) should be recommended to your customers as an additional safety measure for detecting leaks. Your customers should be familiar with the smell of the odorant and their ability to smell it. You shall inform your customers that colds, allergies, smoking, alcohol, age, competing odors and simply "getting used to" the odor can cause your customers not to detect escaping gas. Customer will familiarize itself, its employees and its customers with the potential limitations of the odorant and the alleged phenomenon of "odor fade." Customer will refer to the "Safety Data Sheet" or refer to the National Propane Gas Association, its State/Regional Association, or Company if further information is desired.

Customer agrees to inspect propane received from or pursuant to any order, contract or agreement with Company to confirm that it has been malodorized to Customer's satisfaction. If Customer's inspection reveals that the gas has not been so malodorized, Customer shall add ethyl mercaptan in sufficient quantity to satisfy its requirements and the requirements of these Terms and Conditions. Customer further agrees to check for the presence of malodorant prior to resale in order to identify any loss of odorant due to handling or storage and to add ethyl mercaptan as necessary.

Company has furnished to Customer information, including the Safety Data Sheet, concerning the safety and health aspects of propane sold to Customer, including safety and health warnings. Customer acknowledges receipt of such information and agrees to communicate such warnings and information to all persons Customer reasonably foresees as being exposed to, or that may handle propane and/or propane containers, including, but not limited to, Customer's employees, agents, contractors and customers.

7. INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless Company, its predecessors, parents, subsidiaries, affiliates, successors, and assigns, and its and their officers, directors, employees, and agents (together, the "Indemnified Parties") from and against all third-party claims, demands, suits, damages, obligations, settlements, and judgments, including costs and reasonable attorneys' fees (together, "Claims"), that arise out of or relate to injuries (including death) or damages to either person or property to the extent arising from (i) any negligent act or willful misconduct of Customer or its agents, servants, or employees, (ii) any breach of these Terms and Conditions by Customer or its agents, servants, or employees, or (iii) any failure to comply with laws by Customer or its agents, servants, or employees.

8. INSURANCE. Customer will maintain comprehensive general liability insurance in an amount of not less than \$1,000,000 combined single limits, unless Customer is subject to a lower minimum statutory requirement, and the Company shall be named as an additional insured. The minimum limit for Customer does not represent Company's belief that it is adequate for Customer's operations. Customer will maintain worker's compensation coverage in the amount required by law. Customer shall furnish a certificate of insurance to Company evidencing all required

coverages and Company's status as an additional insured. The coverage under Customer's policies of insurance shall be primary to any other insurance maintained by Company that may be in effect. The failure by Company to request proof of such insurance shall not constitute a waiver of Customer's obligation to maintain such insurance.

9. CANCELLATION OF PROPANE DELIVERY. Company may cancel your propane delivery 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 timely payment. Company reserves the right to cancel your propane delivery if Company determines, in its sole discretion, that a condition exists that poses a health or safety threat to its employees, authorized representatives, you, or the public. You are responsible for paying all amounts owed to Company, even after Company's cancellation of your propane delivery.

10. 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 from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Company shall not be deemed to be in breach of these Terms and Conditions or any other agreement between the parties, and Company may allocate propane among its Customers in any manner that Company deems reasonable.

11. CHANGES TO THESE TERMS AND CONDITIONS. Company reserves the right to amend, modify, or add to these Terms and Conditions (other than price per gallon, fees, tariffs and charges, which may be changed without prior notice) at any time by giving you prior written notice of the change(s). The notice may be in the form of a bill insert, email, stand-alone mailing, or other written notification. You agree that the amendment or modification will become effective thirty (30) days after you receive the notice unless you contact Company in writing prior to its effective date and cancel delivery. These Terms and Conditions may not be modified orally and describe the entire agreement between Company and you with respect to the subject matter hereof.

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

13. NOTICE. Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at 645 SW Cherry Lane, Jesup, GA 31545, Attn: Customer Service. Notice to you may be in the form of a bill insert, email, stand-alone mailing, or other written notification.

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

15. 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.

16. 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, service confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. Your consent is not a condition of receiving a propane delivery. Message and data rates may apply. To opt-out of receiving automated messages and calls, please reply STOP to the text message, or call Company at 1-800-342-7330.

17. ASSIGNMENT. You may not assign your purchase order, supply agreement, or any other contract or agreement with Company, or any rights or obligations thereunder or otherwise related to the delivery of propane by the Company, without the Company's prior written consent, which may be given or withheld in its sole discretion. Upon the entry into a contract for the sale of your business or bulk storage facility, you shall provide the Company with written notice thereof at least thirty (30) days prior to closing. Such notice shall contain the name and address of the prospective purchaser. Unless otherwise agreed in writing by the Company, the sale of your business or bulk storage facility, whether voluntary or involuntary, shall be deemed a termination by you of your purchase order, supply agreement, and any other contract or agreement with Company, and you will be immediately subject to all fees, charges and impositions due as provided by your purchase order or supply agreement, or by these Terms and Conditions.

18. GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to its conflict of law provisions. Any and all disputes, actions, suits or proceedings arising out of or relating to these Terms and Conditions, or any purchase order, supply agreement, or other contract or agreement you may have with Company, must be brought in Wayne County, Georgia or, if applicable, the United States District Court for the Southern District of Georgia. Each party irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any dispute, action, suit or proceeding brought by it or against it by the other party. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH DISPUTE, ACTION, SUIT OR PROCEEDING. Further, the prevailing party in any such dispute, action, suit or proceeding shall be entitled to recover its reasonable attorneys' fees and costs.

19. SURVIVAL. Sections 1, 2(E), 3, 4, 5, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18 and 19 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed.

These Terms and Conditions shall apply to Customers in all states except where specifically prohibited by law.

Version dated May 1, 2024.



SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
Product name : Commercial Propane -Odorized
CAS No : 74-98-6
Other means of identification : Liquefied Petroleum Gas or LPG
Liquefied Propane;
Dimethylmethane;

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Commercial petroleum industry product.

1.3. Details of the supplier of the safety data sheet

Harper Industries, Inc.
645 SW Cherry Lane
Jesup, GA 31545
1 800-342-7330
www.harper-industries.com

1.4. Emergency telephone number

Emergency number : CHEMTREC: 1-800- 24-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Simple Asphy H380
Flam. Gas 1 H220
Liquefied gas H280
Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS02

GHS04

Signal word (GHS-US) :

Danger

Hazard statements (GHS-US) :

H220 -Extremely flammable gas H280 -Contains gas under pressure; may explode if heated H380 -May displace oxygen and cause rapid suffocation

Precautionary statements (GHS-US) :

P210 -Keep away from heat/sparks/open flames/hot surfaces. -No smoking
P377 -Leaking gas fire: Do not extinguish, unless leak can be stopped safely
P381 -In case of leaking gas fire, eliminate all ignition sources if safe to do so
P403 -Store in a well-ventilated place P410+P403 -Protect from sunlight.
Store in a well-ventilated place

2.3. Other hazards

Other hazards not contributing to the classification

: An odorant such as ethyl mercaptan may be present at a minimum of 0.001% in gas used for residential and commercial fuels. This product contains trace amounts of sulfur up to 185 ppm. Radon-222 may be present in a negligible amount. Please see Section 16 for more information concerning radioactivity and odorization.

2.4. Unknown acute toxicity (GHS-US)

Not applicable

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Safety Data Sheet according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Propane/ Propylene Mixture	(CAS No) 74-98-6 (CAS No) 115-07-1	51 -100	Simple Asphy, H380 Flam. Gas 1, H220 Compressed gas, H280
Butanes plus (as n-butane)	(CAS No) 75-28-5	< 5	Simple Asphy, H380 Flam. Gas 1, H220
Ethane	(CAS No) 74-84-0	< 6	Flam. Gas 1, H220 Compressed gas, H280
Ethyl Mercaptan	(CAS No) 75-08-1	< 0.1	Flam. Liq. 2, H225 Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation), H332 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Sulfur	(CAS No) 7704-34-9	<= 0.0185	Acute Tox. 4 (Dermal), H312 Skin Irrit. 2, H315

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general	: If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
First-aid measures after inhalation	: Call 911 or emergency medical service. If not breathing, give artificial respiration. If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device.
First-aid measures after skin contact	: In case of frostbite spray with water for at least 15 minutes. Apply a sterile dressing. Obtain medical assistance.
First-aid measures after eye contact	: Seek medical attention immediately. Contact with the liquid may cause frostbite and serious damage to eyes. Irrigate copiously with clean, fresh water for at least 15 minutes, holding the eyelids apart.
First-aid measures after ingestion	: Rinse mouth. Do NOT induce vomiting. Vomiting: prevent asphyxia/aspiration pneumonia. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries	: Asphyxiation. Freeze burns.
Symptoms/injuries after inhalation	: Cough. Shortness of breath. Vapors may cause dizziness or suffocation. Some may be irritating if inhaled at high concentrations.
Symptoms/injuries after skin contact	: May cause frostbite.
Symptoms/injuries after eye contact	: Although propane vapor is generally non-irritating, pressurized gas may inflict mechanical injury to the eye. May cause frostbite.
Symptoms/injuries after ingestion Chronic symptoms	: This product is a compressed gas; hence oral exposure and resulting acute toxicity are unlikely. : Simple asphyxiant. Inhalation may produce mild intoxication, drowsiness, or loss of coordination. High concentrations produce intoxication followed by loss of consciousness, asphyxiation, and death. Caution is recommended for personnel with pre-existing central nervous system disorders. Personnel with pre-existing chronic respiratory diseases should refrain from breathing this material.

4.3. Indication of any immediate medical attention and special treatment needed

Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias (irregular beating) in persons exposed to this material.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Small Fire: Dry Chemical or CO ₂ . Large Fire: Water spray or fog.
Unsuitable extinguishing media	: Do not use a heavy water stream.

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5.2. Special hazards arising from the substance or mixture

Fire hazard	: EXTREMELY FLAMMABLE. Will be easily ignited by heat, sparks or flames. Vapors from liquefied gas are initially heavier than air and spread along ground. Vapors may travel to source of ignition and flash back. Cylinders exposed to fire may vent and release flammable gas through pressure relief devices.
Explosion hazard	: May form flammable/explosive vapor-air mixture. Containers may explode when heated. Ruptured cylinders may rocket.

5.3. Advice for firefighters

Firefighting instructions	: Move containers from fire area if you can do it without risk. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Cool containers with flooding quantities of water until well after fire is out. Do not direct water at source of leak or safety devices; icing may occur. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. ALWAYS stay away from tanks engulfed in fire. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.
Protection during firefighting	: Wear positive pressure self-contained breathing apparatus (SCBA). Structural firefighters' protective clothing will only provide limited protection. Always wear thermal protective clothing when handling refrigerated/cryogenic liquids.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures	: DO NOT EXTINGUISH A LEAKING GAS FIRE UNLESS LEAK CAN BE STOPPED. Remove ignition sources. Evacuate area.
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6.1.1. For non-emergency personnel

Emergency procedures	: Evacuate unnecessary personnel.
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6.1.2. For emergency responders

Protective equipment	: Equip cleanup crew with proper protection. : Ventilate area. As an immediate precautionary measure, isolate spill or leak area for at least 100 meters (330 feet) in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas.
Emergency procedures	

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

For containment	: ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). All equipment used when handling the product must be grounded. Stop leak if you can do it without risk. Do not walk through spilled material. If possible, turn leaking containers so that gas escapes rather than liquid. Use water spray to reduce vapors or divert vapor cloud drift. Avoid allowing water runoff to contact spilled.
Methods for cleaning up	: All equipment used when handling the product must be grounded. Prevent entry into waterways, sewers, basements or confined areas. Isolate area until gas has dispersed.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Additional hazards when processed	: Handle empty containers with care because residual vapors are flammable. Flammable gas. Hazardous waste due to potential risk of explosion. : OSHA 29 CFR 1910.110, DOT 49 CFR 172.700 and NFPA 58 all require that persons handling LP gases be specially trained in proper handling and operating procedures, which must be documented by the employer. Only qualified persons should transport, operate, service and/or install propane systems and containers. Devices for detecting and reporting the presence of hazardous gases should be present. Use only with adequate ventilation. Wear appropriate personal protective equipment and use exposure controls. Avoid all contact with skin and eyes. Avoid breathing product dust or vapors. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Do not reuse container. Remove contaminated clothing immediately. Wash with soap and water after working with this product.
Precautions for safe handling	
Hygiene measures	: Contaminated work clothing should not be allowed out of the workplace. Do not eat, drink or smoke when using this product. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

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7.2. Conditions for safe storage, including any incompatibilities

Technical measures	: Refer to NFPA 58 for details of specific storage requirements. Proper grounding procedures to avoid static electricity should be followed.
Storage conditions	: Keep only in the original container in a cool, well ventilated place away from: all heat sources, direct sunlight, where freezing is possible, incompatible materials, and away from oxygen cylinders or other oxidizers by a minimum distance of 20 feet, or by a barrier of noncombustible material at least 5 feet high having a fire rating of at least 1/2 hour (Keep in fireproof place). Store in the original container or an approved alternative made from compatible material. Do not store in unlabelled containers. Treat empty containers in a similar fashion as residual product may exist. Keep container closed when not in use.
Incompatible products	: Strong bases. Strong acids.
Incompatible materials	: Sources of ignition. Direct sunlight. Heat sources.
Storage temperature	: <= 50 °C (Based on Propane content)
Storage area	: Store in a well-ventilated place.

7.3. Specific end use(s)

Commercial petroleum industry product.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Propane (74-98-6)		
ACGIH	ACGIH TWA (mg/m ³)	4508 mg/m ³
ACGIH	ACGIH TWA (ppm)	2500 ppm
ACGIH	Remark (ACGIH)	Asphyxiant; CNS effects; Explosive
OSHA	OSHA PEL (TWA) (mg/m ³)	1800 mg/m ³
OSHA	OSHA PEL (TWA) (ppm)	1000 ppm
Propylene (115-07-1)		
ACGIH	ACGIH TWA (mg/m ³)	860 mg/m ³
ACGIH	ACGIH TWA (ppm)	500 ppm
ACGIH	Remark (ACGIH)	Asphyxia; URT irr
OSHA	Not Established	
Ethane (74-84-0)		
ACGIH	ACGIH TWA (ppm)	Formerly 1000 ppm Based on Aliphatic hydrocarbon gases, Alkanes [C1-C4] ; Refer to Appendix F : Minimal Oxygen Content of the 2014 TLV Book
ACGIH	Remark (ACGIH)	Simple Asphyxiant if Oxygen level is 18% by volume; Explosive
OSHA	Not applicable	
Butanes plus (as n-Butane) (106-97-8)		
ACGIH	ACGIH STEL (ppm)	1000 ppm
OSHA	Not Established	
ethanethiol, ethyl mercaptan (75-08-1)		
ACGIH	ACGIH TWA (ppm)	0.50 ppm
ACGIH	Remark (ACGIH)	URT irr; CNS impair
OSHA	OSHA PEL (Ceiling) (mg/m ³)	25 mg/m ³
OSHA	OSHA PEL (Ceiling) (ppm)	10 ppm
Sulfur (7704-34-9)		
ACGIH	Not applicable	
OSHA	Not applicable	

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8.2. Exposure controls

Appropriate engineering controls	: Provide adequate general and local exhaust ventilation. Ensure exposure is below occupational exposure limits (where available).
Personal protective equipment	: Avoid all unnecessary exposure.
Materials for protective clothing	: Nitrile or Neoprene.
Hand protection	: Wear chemically resistant protective gloves.
Eye protection	: Employees should be provided with and required to use splash-proof safety goggles and splash shields where there is any possibility of product coming in contact with the eyes. Ensure that an eye wash station is operable and nearby.
Skin and body protection	: Wear fire resistant clothing (FRC). Safety shoes are recommended when handling cylinders.
Respiratory protection	: Depending on airborne concentration, a full-face supplied air respirator is recommended because air purifying respirators cannot provide adequate protection.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Gas
Color	: Colorless
Odor	: Distinct skunk-like odor
Odor threshold	: Not Established
pH	: Not Applicable
Relative evaporation rate (butyl acetate=1)	: Not Established
Relative evaporation rate (ether=1)	: Not Established
Melting point	: Not Established
Freezing point	: -188°C (-306°F)
Boiling point	: -44°C (-47°F)
Flash point	: -104°C (-156°F)
Auto-ignition temperature	: 449°C (840°F)
Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor pressure	: 1434 kPa @37.8°C max (208 psig @100°F max) ASTM D-1267-95
Relative vapor density at 20 °C	: 1.5 at 101 kPa

9.2. Other information

Gas group	: Liquefied gas
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SECTION 10: Stability and reactivity

10.1. Reactivity

Not reactive under normal use and conditions.

10.2. Chemical stability

This product is anticipated to be stable under normal ambient storage and handling conditions of temperature and pressure.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4. Conditions to avoid

Air contact. Heat, sparks, open flame, and other ignition sources.

10.5. Incompatible materials

Oxidizing agent. chlorine. fluorine. bromine and metal catalysts.

10.6. Hazardous decomposition products

Products of thermal decomposition include sulfur oxides, carbon oxides and nitrogen oxides.

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SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Propane (\f)74-98-6	
LD50 oral rat	NE
LD50 dermal rabbit	NE
LC50 inhalation rat (mg/l)	658 mg/l/4h
ATE US (vapors)	658.000 mg/l/4h
ATE US (dust, mist)	658.000 mg/l/4h
Additional information	This product is non-toxic and is a simple asphyxiant; however, it does have slight anaesthetic properties and higher concentrations may cause dizziness.

Ethane (74-84-0)	
Additional information	From a toxicologic standpoint, methane and ethane are of low anesthetic potency and are practically inert; however, at very high concentrations, they act as a simple asphyxiant and can cause suffocation by displacement of oxygen from breathing atmosphere, below the critical level of 16% oxygen that is required to sustain life.

n-Butane (106-97-8)	
LC50 inhalation rat (mg/l)	658 mg/l/4h Farmakologiya i Toksikologiya Vol. 30, Pg. 102, 1967.

ethanethiol, ethyl mercaptan (75-08-1)	
LD50 oral rat	682 mg/kg American Industrial Hygiene Association Journal. Vol. 19, Pg. 171, 1958.
LC50 inhalation rat (ppm)	4420 ppm/4h American Industrial Hygiene Association Journal. Vol. 19, Pg. 171, 1958.

Sulfur (7704-34-9)	
LD50 oral rat	> 8437 mg/kg Gigiena Truda i Professional'nye Zabolevaniya. Labor Hygiene and Occupational Diseases. Vol. 18(5), Pg. 48, 1974.
LD50 dermal rabbit	<= 2000 mg/kg

Skin corrosion/irritation : Not classified pH:
Not Applicable

Serious eye damage/irritation : Not classified pH:
Not Applicable

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

(This product is not listed as a carcinogen by NTP, OSHA, or IARC.)

Propylene (115-07-1)	
IARC group	3 -Not classifiable

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Propane (74-98-6)	
Additional information	Exposure may have adverse health effects.

Specific target organ toxicity (repeated exposure) : Not classified

Propane (74-98-6)	
Additional information	Repeated exposure may cause frostbite injuries, respiratory, and central nervous system effects, depending on routes of exposure.

Aspiration hazard : Not classified

Symptoms/injuries after inhalation : Cough. Shortness of breath. Vapors may cause dizziness or suffocation. Some may be irritating if inhaled at high concentrations.

Symptoms/injuries after skin contact : May cause frostbite.

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Symptoms/injuries after eye contact	: May cause frostbite.
Symptoms/injuries after ingestion	: This product is a compressed gas; hence oral exposure and resulting acute toxicity are unlikely.
Chronic symptoms	: Inhalation may produce mild intoxication, drowsiness, or loss of coordination. High concentrations produce intoxication followed by loss of consciousness, asphyxiation, and death. Caution is recommended for personnel with pre-existing central nervous system disorders. Personnel with pre-existing chronic respiratory diseases should refrain from breathing this material.

SECTION 12: Ecological information

12.1. Toxicity

Ecology -general	: This product has no known eco-toxicological effects.
Ecology -water	: This product is not expected to be harmful to aquatic life.

ethanethiol, ethyl mercaptan (75-08-1)	
EC50 Daphnia	0.17 mg/l Maas, J.L. 1990. Toxicity Research with Thiourea. Laboratory for Ecotoxicology, Institute for Inland Water Management and Waste Water Treatment, Report No.AOCE :4 p. (DUT)
EC50 other aquatic organisms	0.09 mg/l (Water Flea) Laboratory for Ecotoxicology, Institute for Inland Water Management and Waste Water Treatment, Report No.AOCE(): -

12.2. Persistence and degradability

Propane (74-98-6)	
Persistence and degradability	Readily biodegradable.

12.3. Bioaccumulative potential

Propane (74-98-6)	
Bioconcentration factor (BCF REACH)	log BCF is about 1.56-1.78; therefore the product is not expected to accumulate.
Bioaccumulative potential	No ecological damage caused by this product.
Log Pow	2.3
Ethane (74-84-0)	
Log Pow	<= 2.3
n-Butane (106-97-8)	
Log Pow	2.89

12.4. Mobility in soil

Ethane (74-84-0)	
Mobility in soil	If released to soil, ethane is expected to have very high mobility based upon an estimated Koc of 37.

12.5. Other adverse effects

Effect on the global warming	: No known ecological damage caused by this product.
Other information	: Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations	: It is recommended that this product, in any form, be incinerated in a suitable combustion chamber for disposal. Empty containers should be disposed of in a similar fashion due to presence of product residue. Follow applicable Federal, state and local regulations.
Additional information	: Handle empty containers with care because residual vapors are flammable. Hazardous waste due to potential risk of explosion.
Ecology -waste materials	: Avoid release to the environment.

SECTION 14: Transport information

In accordance with DOT	
Transport document description	: UN1075 Petroleum gases, liquefied or Liquefied petroleum gas, 2.1
UN-No.(DOT)	: UN1075
Proper Shipping Name (DOT)	: Petroleum gases, liquefied or Liquefied petroleum gas

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Department of Transportation (DOT) : 2.1 -Class 2.1 -Flammable gas 49 CFR 173.115
Hazard Classes
Hazard labels (DOT) : 2.1 -Flammable gas



DOT Special Provisions (49 CFR 172.102) : 19 -For domestic transportation only, the identification number UN1978 may be used in place of the identification number specified in column (4) of the 172.101 table. The identification number used must be consistent on package markings, shipping papers and emergency response information. T50 -When portable tank instruction T50 is referenced in Column (7) of the 172.101 Table, the applicable liquefied compressed gases are authorized to be transported in portable tanks in accordance with the requirements of 173.313 of this subchapter.

DOT Packaging Exceptions (49 CFR 173.xxx) : 306
DOT Packaging Non Bulk (49 CFR 173.xxx) : 304
DOT Packaging Bulk (49 CFR 173.xxx) : 314;315
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : Forbidden
DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 150 kg
DOT Vessel Stowage Location : E - The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers, or one passenger per each 3 m of overall vessel length, but is prohibited from carriage on passenger vessels in which the limiting number of passengers is exceeded.
DOT Vessel Stowage Other : 40 -Stow "clear of living quarters"
Marine pollutant : Not Listed

Additional information

Emergency Response Guide (ERG) Number : 115

ADR

No additional information available

Transport by sea

No additional information available

Air transport

Class (IATA) : 2.1 -Gases : Flammable

SECTION 15: Regulatory information

15.1. US Federal regulations

Propane (74-98-6)	
EPA TSCA Regulatory Flag	This product is listed on the TSCA inventory or otherwise complies with TSCA pre-manufacture notification requirements
SARA Section 311/312 Hazard Classes	Fire hazard Immediate (acute) health hazard Sudden release of pressure hazard
Not listed on the United States SARA Section 313	
Propylene (115-07-1)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Listed on United States SARA Section 313	
Ethane (74-84-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Not listed on the United States SARA Section 313	
Butanes plus (as n-Butane) (106-97-8)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Not listed on the United States SARA Section 313	

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ethanethiol, ethyl mercaptan (75-08-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory
Not listed on the United States SARA Section 313

Sulfur (7704-34-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

F+; R12

Full text of R-phrases: see section 16

I. National regulations

15.3. US State regulations

Propane(74-98-6)

State or local regulations

U.S. -Delaware -Accidental Release Prevention Regulations -Sufficient Quantities
U.S. -Delaware -Accidental Release Prevention Regulations -Threshold Quantities
U.S. -Delaware -Pollutant Discharge Requirements -Reportable Quantities U.S.
-Idaho -Occupational Exposure Limits -TWAs U.S. -Massachusetts -Oil & Hazardous
Material List -Groundwater Reportable Concentration -Reporting Category 2 U.S.
-Massachusetts -Oil & Hazardous Material List -Groundwater Reportable
Concentration -Reporting Category 1 U.S. -Massachusetts -Oil & Hazardous Material
List -Reportable Quantity U.S. -Massachusetts -Oil & Hazardous Material List -Soil
Reportable Concentration -Reporting Category 1 U.S. -Massachusetts -Right To
Know List U.S. -Massachusetts -Oil & Hazardous Material List -Soil Reportable
Concentration -Reporting Category 2

U.S. -Michigan -Occupational Exposure Limits -TWAs
U.S. -Minnesota -Hazardous Substance List U.S.
-Minnesota -Permissible Exposure Limits -TWAs
U.S. -New Jersey -Discharge Prevention -List of Hazardous Substances
U.S. -New Jersey -Environmental Hazardous Substances List U.S. -New
Jersey -Right to Know Hazardous Substance List U.S. -New Jersey
-Special Health Hazards Substances List U.S. -New Jersey -TCPA
-Extraordinarily Hazardous Substances (EHS) U.S. -New York
-Occupational Exposure Limits -TWAs U.S. -Ohio -Accidental Release
Prevention -Threshold Quantities U.S. -Oregon -Permissible Exposure
Limits -TWAs U.S. -Pennsylvania -RTK (Right to Know) List U.S.
-Tennessee -Occupational Exposure Limits -TWAs U.S. -Texas -Effects
Screening Levels -Long Term U.S. -Texas -Effects Screening Levels
-Short Term U.S. -Vermont -Permissible Exposure Limits -TWAs U.S.
-Washington -Permissible Exposure Limits -TWAs U.S. -Connecticut
-Hazardous Air Pollutants -HLVs (8 hr) U.S. -Connecticut -Hazardous Air
Pollutants -HLVs (30 min)

Ethane (74-84-0)

U.S. -New Jersey -Right to Know Hazardous Substance List
U.S. -New York -Reporting of Releases Part 597 -List of Hazardous Substances

Butanes plus (as n-Butane) (106-97-8)

U.S. -New Jersey -Right to Know Hazardous Substance List
U.S. -New York -Reporting of Releases Part 597 -List of Hazardous Substances

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ethanethiol, ethyl mercaptan (75-08-1)

- U -Idaho -Non-Carcinogenic Toxic Air Pollutants -Acceptable Ambient Concentrations
- U -New Jersey -Right to Know Hazardous Substance List
- U -New Jersey -TCPA -Extraordinarily Hazardous Substances (EHS)
- U -New York -Reporting of Releases Part 597 -List of Hazardous Substances

Sulfur (7704-34-9)

- U -New Jersey -Right to Know Hazardous Substance List
- U -New York -Reporting of Releases Part 597 -List of Hazardous Substances

SECTION 16: Other information

Revision date : 0/ /201
Data sources : ChemADVISOR, Inc.[<https://www.chemadvisor.com>].; GPA Standard 2140-97; GESTIS Substance Database [[http://gestisen.itrust.de/nxt/gateway.dll/gestis_en/001290.xml?f=templates\\$fn=default.htm\\$3.0](http://gestisen.itrust.de/nxt/gateway.dll/gestis_en/001290.xml?f=templates$fn=default.htm$3.0)]
Other information : ODORIZATION

From GPA Standard 2140-97: For certain applications including, but not limited to, use of LP-gas for residential and commercial fuels, users of LPgas should be aware of additional requirements of other standards, principally NFPA 58 "Storage and Handling of Liquefied Petroleum Gases"(1) and other regulations (2). NFPA 58 has been adopted widely by local, state and other regulatory bodies in the form of laws, ordinances, or regulations governing the safe storage, transportation, and use of LP-gas as fuels. Among other requirements, NFPA 58 (See. 1-4.1.1) stipulates that LP-gases "be odorized by the addition of a warning agent of such character that they are detectable, by a distinct odor, down to a concentration in air of not over one-fifth the lower limit of flammability". NFPA notes that "ethyl mercaptan in the ratio of 1.0 lb. per 10,000 gallon of liquid LP-Gas has been recognized as an effective odorant. Other odorants and quantities meeting the requirements of 1-4.1.1 may be used. Research on odorants has shown that thiophane in a ratio of at least 6.4 lbs. per 10,000 gallon of liquid LP-Gas may satisfy the requirements of 1-4.1.". RADIOACTIVITY Potential for radon daughter buildup within processing systems, whatever the source of product streams. During maintenance operations that require the opening of contaminated process equipment, the flow of gas should be stopped and a four hour delay enforced to allow gamma radiation to drop to background levels. Protective equipment should be worn by personnel entering a vessel or working on contaminated process equipment to prevent skin contamination, ingestion, or inhalation.

Full text of H-phrases:

Acute Tox. 4 (Inhalation)	Acute toxicity (inhalation) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment -Acute Hazard Category 1
Aquatic Chronic 1	Hazardous to the aquatic environment -Chronic Hazard Category 1
Compressed gas	Gases under pressure Compressed gas
Flam. Gas 1	Flammable gases Category 1
Flam. Liq. 2	Flammable liquids Category 2
Liquefied gas	Gases under pressure Liquefied gas
Simple Asphy	Simple Asphyxiant
H220	Extremely flammable gas
H225	Highly flammable liquid and vapor
H280	Contains gas under pressure; may explode if heated
H302	Harmful if swallowed
H332	Harmful if inhaled
H380	May displace oxygen and cause rapid suffocation
H400	Very toxic to aquatic life
H410	Very toxic to aquatic life with long lasting effects

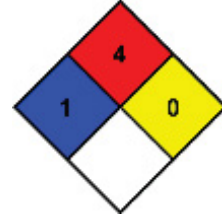
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NFPA health hazard : 1 -Exposure could cause irritation but only minor residual injury even if no treatment is given.

NFPA fire hazard : 4 -Will rapidly or completely vaporize at normal pressure and temperature, or is readily dispersed in air and will burn readily.

NFPA reactivity : 0 -Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS III Rating

Health : 1 Slight Hazard -Irritation or minor reversible injury possible

Flammability : 4 Severe Hazard

Physical : 0 Minimal Hazard

Personal Protection :H

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



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TERMS AND CONDITIONS

Thank you for being our customer. Please read these terms and conditions carefully. They are binding on you and modify any other agreement you may have with Harper Industries, Inc.

1. ACCEPTANCE OF TERMS AND CONDITIONS. These Terms and Conditions will be deemed to have been fully accepted by you (also referred to herein as “Customer” or “your”) when any one of the following occurs: (a) Customer requests or accepts propane delivery from Harper Industries, Inc. (also referred to herein as “Company” or “us”); (b) Customer provides payment to Company; or (c) Customer enters into a purchase order, supply agreement, or any other contract or agreement with Company. Customer agrees that these Terms and Conditions are included in and made a part of every such order, contract or agreement. To the extent there may be a conflict between any term of any such order, contract or agreement and these Terms and Conditions, the term of the order, contract or agreement shall control. These Terms and Conditions are otherwise fully binding on Customer and Customer agrees that it has read and will be bound by them.

2. PROPANE DELIVERY, FACILITY MAINTENANCE, SAFETY AND TRAINING.

- A. General Conditions.** Company may choose not to deliver propane if, in Company’s sole discretion, it believes that doing so may pose an unnecessary risk of injury or harm to you, Company’s employees or authorized representatives, your property, or the public. You agree that Company may cancel delivery if Company believes an unsafe condition exists.
- B. Customer Facility.** You are responsible for the maintenance and repair of every bulk storage facility that you own or operate, including compliance with all applicable federal, state and local laws, statutes, rules and regulations, as well as all applicable safety codes, standards and regulations, and manufacturer-recommended maintenance. It is your obligation to follow all applicable safety practices, to visually inspect your facility regularly, and to notify us if you detect any problems. Company has no responsibility for inspection and maintenance of your facility.
- C. Access to Your Facility.** Company’s authorized representatives will have the right to enter your property without prior notice for deliveries of propane. You agree to provide Company’s authorized representatives with safe and unimpeded access to your bulk storage facility, including but not limited to access free of ice, snow, water and other hazards, and you will ensure that entry gates are unlocked and accessible prior to delivery.
- D. Adverse Weather or Remote Areas.** Your delivery may be delayed if there are adverse weather conditions, such as floods, heavy rains or hurricanes, or if the delivery address is in a remote area.
- E. Safety and Training.** You acknowledge that propane is a hazardous material and that you are knowledgeable of the associated hazards, risks and necessary precautions, including with respect to handling, receipt, storage and use of all propane delivered by Company. Customer has properly trained, or will properly train, each of its employees or agents on proper handling of propane and, as applicable, proper maintenance and repair of its facility. **IT IS CUSTOMER’S SOLE RESPONSIBILITY TO DETERMINE WHETHER ITS EMPLOYEES AND AGENTS ARE PROPERLY TRAINED IN ACCORDANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS, AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS PERTAINING TO HAZARDOUS MATERIALS AND SAFE WORKING CONDITIONS, INCLUDING THOSE PROMULGATED BY THE U.S. DEPARTMENT OF LABOR AND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), OSHA’S HAZARD COMMUNICATION STANDARD (HAZCOM), AND TO DEVELOP AN EMERGENCY RESPONSE PLAN FOR LEAKING FLAMMABLE GASES, SUCH AS PROPANE. Customer agrees that it is solely responsible for any**

and all injuries (including death) or damages that may result from its receipt or handling of propane from Company, and Customer will indemnify, defend and hold Company harmless from all Claims (as defined herein), including any Claims brought by Customer's employees, agents, contractors or customers.

3. PRICING AND PAYMENT.

- A. Price.** Unless you enter into a Fixed Price Propane Supply Agreement with us, you agree to pay Company's price per gallon of propane in effect on the date you place an order. Company generally posts its propane prices each weekday based on the current market price for propane. Customer's price for propane shall be the Company's currently posted price at the time the order is placed unless otherwise mutually agreed in writing by Customer and Company.
- B. Fees and Charges.** Company may apply other fees and charges depending on the timing of Customer's payment and Customer's payment method.
- **Returned Payment Fee** – Company will impose a \$35.00 fee to cover return charges and administrative expenses associated with any payment that is unable to be processed by Customer's financial institution.
 - **Late Fee** – If you fail to timely pay all amounts owed to Company, Company will impose a monthly late fee of 1.5% of the average daily balance until paid.
 - **Credit Card Surcharge** – If you pay by credit card, Company will impose a credit card surcharge which will not be greater than Company's cost of acceptance, unless prohibited by law.
- C. License, Permit and Taxes.** Customer is responsible for obtaining and paying for all necessary licenses, permits and government approvals in connection with the sale, storage or use of propane delivered hereunder and shall pay all taxes imposed by governmental entities in connection with the same.
- D. Other Payment Terms.** Unless otherwise specified in a purchase order or supply agreement, payment is due fifteen (15) days after Customer's receipt of propane delivered by Company. If you have received credit terms from Company, you will be billed after your propane delivery. You agree to pay the invoiced amount on or before the due date indicated on the invoice. If you dispute an invoice, you must notify us at 1-800-342-7330 within ten (10) days of receipt. If you fail to make a payment on your outstanding amount owed, Company may not accept subsequent requests for propane delivery until all amounts outstanding have been paid in full. Company may also require you to pay for subsequent propane deliveries 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 your outstanding balance. If Company uses a collection agency or attorney to collect money owed by you that is past due, you agree to pay the reasonable costs of collection incurred by Company, including but not limited to collection agency fees, reasonable attorneys' fees, and court costs. Any refusal or failure by Customer to accept delivery of propane from Company or its authorized representatives will not excuse Customer from its payment obligations as if such delivery had occurred. Customer and Company specifically agree that these Terms and Conditions and all transactions contemplated herein are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C. Section 101(25). If either party becomes subject to bankruptcy proceedings, it is understood and agreed that the other party shall be entitled to exercise its right to liquidate and terminate these Terms and Conditions as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code. In addition, the parties agree that any payments made under or in connection with these Terms and Conditions are the types of payments described in Section 546(e) of the Bankruptcy Code and are not subject to avoidance in any bankruptcy case.

4. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE (a) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS, OR LOSS OF BUSINESS INVESTMENTS, OPPORTUNITIES OR GOODWILL, OR (b) FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, EXTRAORDINARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE, EVEN IF COMPANY HAS BEEN ADVISED

OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. COMPANY IS NOT LIABLE AND CUSTOMER SHALL HOLD COMPANY HARMLESS FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY CUSTOMER, OR ANYONE TO WHOM CUSTOMER ASSIGNS CUSTOMER'S RIGHTS, AS A RESULT OF THE EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE INCLUDING WITHOUT LIMITATION, DAMAGE TO REAL PROPERTY, BUSINESS ASSETS, OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE CAUSED BY FROZEN PIPES. IN NO EVENT WILL COMPANY BE LIABLE FOR DAMAGES EXCEEDING THE AMOUNT PAID BY CUSTOMER TO COMPANY.

5. DISCLAIMER OF WARRANTIES. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR BULK STORAGE FACILITY UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF SO, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

6. ETHYL MERCAPTAN WARNING. Customer hereby acknowledges and understands the following with respect to ethyl mercaptan. It is important that Customer periodically remind its customers and employees that while ethyl mercaptan has been recognized as the best available odorant for propane, no odorant is effective all of the time. The odor of ethyl mercaptan may, under certain circumstances, be reduced or lost if put into a tank that is new or has been exposed to the air for extended periods of time. Electronic gas detectors (that emit a shrill sound in the presence of gas) should be recommended to your customers as an additional safety measure for detecting leaks. Your customers should be familiar with the smell of the odorant and their ability to smell it. You shall inform your customers that colds, allergies, smoking, alcohol, age, competing odors and simply "getting used to" the odor can cause your customers not to detect escaping gas. Customer will familiarize itself, its employees and its customers with the potential limitations of the odorant and the alleged phenomenon of "odor fade." Customer will refer to the "Safety Data Sheet" or refer to the National Propane Gas Association, its State/Regional Association, or Company if further information is desired.

Customer agrees to inspect propane received from or pursuant to any order, contract or agreement with Company to confirm that it has been malodorized to Customer's satisfaction. If Customer's inspection reveals that the gas has not been so malodorized, Customer shall add ethyl mercaptan in sufficient quantity to satisfy its requirements and the requirements of these Terms and Conditions. Customer further agrees to check for the presence of malodorant prior to resale in order to identify any loss of odorant due to handling or storage and to add ethyl mercaptan as necessary.

Company has furnished to Customer information, including the Safety Data Sheet, concerning the safety and health aspects of propane sold to Customer, including safety and health warnings. Customer acknowledges receipt of such information and agrees to communicate such warnings and information to all persons Customer reasonably foresees as being exposed to, or that may handle propane and/or propane containers, including, but not limited to, Customer's employees, agents, contractors and customers.

7. INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless Company, its predecessors, parents, subsidiaries, affiliates, successors, and assigns, and its and their officers, directors, employees, and agents (together, the "Indemnified Parties") from and against all third-party claims, demands, suits, damages, obligations, settlements, and judgments, including costs and reasonable attorneys' fees (together, "Claims"), that arise out of or relate to injuries (including death) or damages to either person or property to the extent arising from (i) any negligent act or willful misconduct of Customer or its agents, servants, or employees, (ii) any breach of these Terms and Conditions by Customer or its agents, servants, or employees, or (iii) any failure to comply with laws by Customer or its agents, servants, or employees.

8. INSURANCE. Customer will maintain comprehensive general liability insurance in an amount of not less than \$1,000,000 combined single limits, unless Customer is subject to a lower minimum statutory requirement, and the Company shall be named as an additional insured. The minimum limit for Customer does not represent Company's belief that it is adequate for Customer's operations. Customer will maintain worker's compensation coverage in the amount required by law. Customer shall furnish a certificate of insurance to Company evidencing all required

coverages and Company's status as an additional insured. The coverage under Customer's policies of insurance shall be primary to any other insurance maintained by Company that may be in effect. The failure by Company to request proof of such insurance shall not constitute a waiver of Customer's obligation to maintain such insurance.

9. CANCELLATION OF PROPANE DELIVERY. Company may cancel your propane delivery 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 timely payment. Company reserves the right to cancel your propane delivery if Company determines, in its sole discretion, that a condition exists that poses a health or safety threat to its employees, authorized representatives, you, or the public. You are responsible for paying all amounts owed to Company, even after Company's cancellation of your propane delivery.

10. 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 from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Company shall not be deemed to be in breach of these Terms and Conditions or any other agreement between the parties, and Company may allocate propane among its Customers in any manner that Company deems reasonable.

11. CHANGES TO THESE TERMS AND CONDITIONS. Company reserves the right to amend, modify, or add to these Terms and Conditions (other than price per gallon, fees, tariffs and charges, which may be changed without prior notice) at any time by giving you prior written notice of the change(s). The notice may be in the form of a bill insert, email, stand-alone mailing, or other written notification. You agree that the amendment or modification will become effective thirty (30) days after you receive the notice unless you contact Company in writing prior to its effective date and cancel delivery. These Terms and Conditions may not be modified orally and describe the entire agreement between Company and you with respect to the subject matter hereof.

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

13. NOTICE. Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at 645 SW Cherry Lane, Jesup, GA 31545, Attn: Customer Service. Notice to you may be in the form of a bill insert, email, stand-alone mailing, or other written notification.

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

15. 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.

16. 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, service confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. Your consent is not a condition of receiving a propane delivery. Message and data rates may apply. To opt-out of receiving automated messages and calls, please reply STOP to the text message, or call Company at 1-800-342-7330.

17. ASSIGNMENT. You may not assign your purchase order, supply agreement, or any other contract or agreement with Company, or any rights or obligations thereunder or otherwise related to the delivery of propane by the Company, without the Company's prior written consent, which may be given or withheld in its sole discretion. Upon the entry into a contract for the sale of your business or bulk storage facility, you shall provide the Company with written notice thereof at least thirty (30) days prior to closing. Such notice shall contain the name and address of the prospective purchaser. Unless otherwise agreed in writing by the Company, the sale of your business or bulk storage facility, whether voluntary or involuntary, shall be deemed a termination by you of your purchase order, supply agreement, and any other contract or agreement with Company, and you will be immediately subject to all fees, charges and impositions due as provided by your purchase order or supply agreement, or by these Terms and Conditions.

18. GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to its conflict of law provisions. Any and all disputes, actions, suits or proceedings arising out of or relating to these Terms and Conditions, or any purchase order, supply agreement, or other contract or agreement you may have with Company, must be brought in Wayne County, Georgia or, if applicable, the United States District Court for the Southern District of Georgia. Each party irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any dispute, action, suit or proceeding brought by it or against it by the other party. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH DISPUTE, ACTION, SUIT OR PROCEEDING. Further, the prevailing party in any such dispute, action, suit or proceeding shall be entitled to recover its reasonable attorneys' fees and costs.

19. SURVIVAL. Sections 1, 2(E), 3, 4, 5, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18 and 19 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed.

These Terms and Conditions shall apply to Customers in all states except where specifically prohibited by law.

Version dated May 1, 2024.