POORE'S PROPANE

Effective 9/14/2026

TERMS, CONDITIONS and FAIR CREDIT BILLING ACT DISCLOSURES

1. Applicability of Terms and Conditions:
These Terms and Conditions apply to all sales of goods and services by the Company to its retail customers (herein after the "Customer"). The Company acceptance of these Terms and Conditions shall be indicated by the Customer's verbal acceptance, written acceptance, acceptance of delivery or use of any propane tanks, equipment or services by the Company or by making full or partial payment for any goods or services provided by the Company. When establishing service with Poore's Propane, you will receive detailed information regarding your account status via DocuSign. All new customers are required to sign this information via DocuSign when establishing service with Poore's Propane.

2. Modification:
These Terms and Conditions are subject to change by the Company upon notice to the Customer. **Notice defined:** invoice/statement insert, mail, email, or website posting; continued deliveries after notice constitute acceptance.

3. Minimum Purchase of Propane:
If the Company has leased or loaned a propane storage tank to the Customer, as reflected in any pre-existing contract(s) between the Company and the Customer, the Customer agrees to purchase from the Company during each calendar year an amount of propane equal to or greater than one (1) time the capacity of the storage tank. If the Customer fails to purchase this minimum quantity during any calendar year, the Company shall have the right to enter upon the Customer's premises and substitute a storage tank of lesser capacity at the then applicable equipment fee or terminate the equipment lease or loan by giving five (5) days notice.

4. Tank and Equipment Charges:
The Customer agrees to pay a non-refundable installation charge at the Company's posted rate, plus, if applicable, a tank and equipment deposit at the Company's posted rate, plus an annual Equipment Rental/Maintenance Fee at the Company's posted rate for all Company owned tanks and equipment leased or loaned to the Customer at the current rates up to $999.00. The annual Equipment Rental/Maintenance Fee will be waived provided the customer has purchased, and taken delivery of, an amount of propane greater than one (1) time the capacity of the storage tank in the previous calendar year.

5. Cost of Service and Payment Terms:
The cost of propane service to the Customer will be calculated at the current price for propane charged by the Company at the time of delivery for the applicable class of retail customer plus any applicable fees and service charges. The Customer agrees to pay all invoices at the time of delivery or service work unless credit is granted by Company. The Company may, at its discretion, implement any or all of the following fuel surcharges. The Customer agrees to pay a Regulatory Compliance fee of not more than $12.99 per delivery, to partially offset the cost of Regulatory Compliance. The Customer further agrees to pay a meter reading fee/customer charge of not more than $15.00 per month, a minimum meter charge of $25.00 per month if no product is used, a bulk delivery fee of $25.00 if no gas is delivered due to customer's nonusage, a late payment fee of not more than $30.00 if no payment is made within the statement billing cycle, a statement processing fee of not more than $10.00 if the Customer's statement is not paid in full by the due date of the invoice, a finance charge of 1.5% per month or the maximum rate allowed applicable law, the invoice date. A fuel surcharge will be applied to delivery charges when warranted by high fuel costs. If propane service is interrupted, or about to be interrupted, due to non-payment; the Company may charge a door collection fee of up to $209.00 and/or a reconnection fee of up to $259.00. Any WILL CALL customer requesting a propane delivery be made before their normal delivery day(s) will be given the option to pay an additional fee of up to $299.00 for an 'Out of Route' delivery. Paying the "Out of Route' fee entitles the customer to a delivery within 48 business hours; fee must be paid in full, by phone when placing the order. **A three percent (3%) credit card processing fee may be charged on credit card payments; no processing fee on debit card payments.**

6. Service Charge for Returned Checks:
The Company may assess and the Customer agrees to pay a reasonable service charge for each check returned by the bank for insufficient funds.

7. Taxes:
The Customer agrees to pay all personal property taxes and other taxes, assessments or similar charges that may be levied on any tanks or equipment while in the possession and use of the Customer.

8. Use of Tank and/or Company Owned Equipment:
To promote safety, the Customer will not allow anyone other than the Company to supply propane into any tank owned by the Company, which is leased or loaned to the Customer. The Customer agrees that he/she will not move, loan, lease, sublease, rent or dispose of the tank or other equipment without first obtaining the written consent of the Company. The Customer further agrees to notify the Company at least thirty (30) days before any sale or change of ownership of the premises on which the tank or other equipment is installed.

9. Title and Damage to Company Tanks and Equipment:
The title of any lease or loaned tank or equipment shall remain in the Company. Title to any propane delivered by the Company into the Customer's tank shall remain in the Company until the applicable propane invoice has been paid in full. The Customer agrees to assume the entire risk of loss or damage (reasonable wear and tear excepted) and to reimburse the Company for loss or damage to Company tanks and other equipment resulting from any cause, including fire, theft or natural disaster. If the damage exceeds the market value of the tanks or equipment, as determined by the Company, the Company will, upon payment by the Customer of that market value, assign the title to the tank or equipment to the Customer.

10. Access to Tank/Company Owned Equipment and Risk of Damage to Customer's Property:
The Customer agrees to provide safe and unobstructed access to any tank, meter, or Company owned equipment being serviced by the Company and grants the Company permission to enter upon the Customer's premises at any time to deliver propane or to service any leased or loaned equipment. The Customer agrees to bear the risk of damage and the cost of repairing any damage to driveways, sidewalks, curbs, lawns, and septic systems resulting from the delivery of propane. The Company assumes no responsibility for damage caused by Customer's failure to provide safe and unobstructed access. Should the Customer fail to provide unobstructed access to the Company owned equipment, the Company will hire a third party to go on the property and clear/remove the obstruction(s) at the Customer's expense.

11. Termination and Removal of Tanks and Equipment:
The Company reserves the right to terminate the sale of propane and/or the provision of any equipment or services to any Customer who is in arrears in the payment of any invoice or is in default of any obligation to the Company. Upon termination of any tank or equipment lease or loan, the Customer grants the Company permission to enter upon Customer's premises at any time and remove any Company tanks and other equipment and to charge a tank removal fee and drainage fee. The Customer agrees to bear the expense necessary to make any Company owned tanks and other equipment accessible to the Company, including bringing underground tanks and other equipment to ground level for service or removal. The Customer also agrees that no money will be refunded for any propane remaining in any removed tank if the customer has had service with the Company for less than one year. Customers who have had service longer than one year further agree that no money will be refunded for any propane remaining in any removed tank until all amounts due to the Company, including pickup and drain fees, have been deducted from the value of the propane, which will be at $2.00 per gallon or the original sales price, which ever is lower.

12. Delay and Failure of Performance:
Any delay or failure of performance hereunder on the part of the Company shall be excused without liability if the delay or failure of performance results from accidents, weather conditions, acts of God, government regulations, flood, labor disturbances, break downs or other failure of equipment, inadequate wholesale supplies of propane, epidemics or pandemics, supply chain disruptions, cyber incidents or any other cause beyond reasonable control of the Company.

13. Collections Costs and Attorney Fees:
In the event that the Company is required to incur expenses to collect any overdue invoices from the Customer or prevails in any legal proceeding with the Customer arising from the Company's sale of propane or provision of services or equipment to the Customer, the Company shall be entitled to recover from the Customer its reasonable expenses, including attorney's fees, collection agency fees and costs.

14. Safety:
The Customer should always immediately report any suspected leak or smell of gas, and the Company's safety response is never conditioned on payment of any fee. A hazardous situation exists whenever the smell of odorant is present, even if the smell is faint. If the smell of propane is detected, the Customer agrees to immediately evacuate the premises, turn the valve on the storage tank to the "Off" position, and immediately contact the Company or the public safety authorities (such as fire or police) from a neighbor's telephone so that any potentially hazardous situation can be corrected. Customer agrees that fees will apply if no leak is detected or leak is in Customer owned equipment. Customer owned equipment includes all lines from tank or meter to home, lines inside of home, as well as all Propane appliances in the home. No fee will be charged if the leak is in company owned equipment, which included propane tank(s), meter(s), regulator(s), and pigtail(s).

15. Safety Warning Information:
The Company will periodically provide the Customer with warnings concerning the safe operation

of a propane system. The Customer agrees to read the warnings, share the information with all other persons residing on the premises, and follow the warnings distributed by the Company.

16. Alterations:
The Customer agrees not to tamper with the propane system and agrees that all repairs, additions, alterations and modifications to the Customer's propane system will be made only by the Company. If the propane service to the premises is turned off or otherwise interrupted for any reason, the Customer will not allow anyone other than a Company representative to turn the propane service back on. The Customer understands that an inspection of the propane system by Company personnel is necessary for safety reasons before turning the propane back on after service has been turned off or interrupted, and after any alteration or modification of the propane system. Customer indemnifies, defends and holds the Company harmless from any loss, damage, claim or liability arising from tampering.

17. Exclusion of Warranty:
The Customer agrees to the extent allowed by law, all warranties, whether express or implied, including but not limited to the implied warranties of MERCHANT ABILITY and FITNESS FOR A PARTICULAR PURPOSE OR USE are EXCLUDED from and shall not apply to the sale of any propane, to the sale, lease or loss of any tanks or other equipment, of the provision of any services by the Company.

18. Limitations of Remedy:
The Customer agrees that to the extent allowed by law, the Customer's sole and exclusive remedy against the Company shall be for the replacement or repair of any defective items provided by the Company, the Customer agrees that no other remedy (including but not limited to any remedy for special, indirect, incidental or consequential loss) shall by available to the Customer. Limitations do not apply to personal injury claims where such limitation is prohibited by applicable law.

19. Waiver:
The Company's failure to insist upon the strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of its right to the performance or the future performance of such provision or of any other provisions herein, and the Customer's obligations with respect thereto shall continue in full force and effect.

20. Serviceability:
The invalidity or unenforceability in whole or in part of any provision in these Terms and Conditions shall not affect the validity or enforceability of any other provision. No provision in these Terms and Conditions shall be interpreted or enforced in any manner, which violates any federal, state or local law, regulations or ordinance. No charge or fee provided for herein shall exceed the maximum amount allowable by law for the product or service provided.

21. Leak Check Fees:
The Customer agrees that a representative from the Company must perform a leak check every time gas service is restored after an interruption of service. An interruption of service includes, but not limited to, disconnection due to non-payment and tank(s) running out of propane gas. The Customer also agrees to pay the Company a Leak Check Fee of up to $259.00. This is not required for Customers who own their own propane tank(s). However, it is highly recommended.

22. Emergency After-hours Deliveries:
are not provided for accounts using propane solely for cooking or logs. If an automatic delivery location using propane for cooking-only or logs-only runs out of propane after hours, delivery will be made the following business day.

23. Governing Law and Venue:
Delaware law governs; exclusive venue in Delaware state or federal courts for any action not subject to arbitration.

24. Arbitration; Class Action Waiver:
Binding individual arbitration under AAA Consumer Arbitration Rules. Company pays arbitration fees above the small-claims filing cost; jury trial waiver; class action/class arbitration/representative proceeding waiver; poison-pill provision voiding the entire Section if the class waiver is held unenforceable.

25. Time Limit on Claims:
One-year contractual limitations period on Customer claims, to the extent permitted by law.

YOUR BILLING RIGHTS UNDER THE FAIR CREDIT BILLING ACT KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the items you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we cannot collect the first $50 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on the right:

(a) You must have made the purchase in your home state or if not within your home state, within 100 miles of your current mailing address, and
(b) The purchase price must have been more than $50.00

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.