



Propane & Oil Since 1932

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EASTERN PROPANE GAS, INC.
PROPANE SUPPLY AND EQUIPMENT TERMS AND CONDITIONS
October 23, 2024

These are the terms and conditions pursuant to which Eastern Propane Gas, Inc. d/b/a Eastern Propane & Oil ("Eastern") delivers propane gas ("Propane"), and provides related services to you (the "Customer") at the delivery address (the "Location") identified in your account records maintained by Eastern. These terms and conditions are not subject to change by Customer. When used herein, the terms (a) "Terms and Conditions" mean these terms and conditions, (b) "delivery" or "deliveries" means delivery of Propane by Eastern to the Location, and (c) "service" means use of propane storage cylinder(s) and/or tank(s), and associated first stage regulators, pigtailed and other supply lines (collectively, "Equipment"; Equipment may include Eastern Owned Equipment and/or Other Equipment, each as defined below) to supply Propane to any system, appliance or equipment that uses Propane at the Location. In order for Eastern to deliver Propane to Customer, Customer's installation of Equipment (the "Installation") must be suitable for the proper and safe receipt, storage and dispensing of the Propane at the Location. Installations include Equipment owned by Eastern ("Eastern Owned Equipment") and/or Equipment provided by Eastern or others that is not owned by Eastern ("Other Equipment"). Customer's request for or acceptance of deliveries of Propane from Eastern, or Customer's use of Equipment provided by Eastern, constitutes acceptance of and agreement to these Terms and Conditions. These Terms and Conditions are a legally binding contract. Please read these Terms and Conditions carefully and retain a copy for your records.

1. Price. Except as otherwise may be set forth in a proposal by Eastern to Customer regarding the delivery of Propane and, as the case may be, use of the Equipment (a "Proposal") or other written agreement between Eastern and Customer, the price per gallon for Propane delivered to Customer shall be Eastern's then-current retail price for Customer in effect on the date of the delivery to the Location, as specified on the delivery ticket and/or invoice for such delivery.

2. Equipment Ownership; Notice Filings; Rental Charges. Eastern may provide Equipment to Customer, which may include aboveground or underground tanks. Unless otherwise agreed in writing or acknowledged by Eastern, Eastern owns all Equipment at the Location whether setup, installed, and/or provided prior to, on or after the date hereof. Eastern Owned Equipment may be setup and/or installed only by Eastern or its agents. Notwithstanding anything to the contrary, including any agreement between Customer and any third party, Eastern Owned Equipment (a) is, and shall at all times remain, the personal property of Eastern; (b) is, and shall be considered, separate from the real property where it is located and (c) is not, and shall not be deemed, a fixture. Customer hereby authorizes Eastern to file notices of ownership of Eastern Owned Equipment in applicable state offices or real property registries to reflect Eastern's ownership of Eastern Owned Equipment; provided, that, Eastern's decision not to make any such filings will not derogate from or be a waiver of any of Eastern's rights set forth herein. Customer shall not (i) use the Equipment for any purposes other than the receipt, storage and use of Propane; (ii) permit any person or entity other than Eastern to supply Propane to the Equipment; or (iii) remove, adjust, modify, repair, or otherwise alter Eastern Owned Equipment in any manner without Eastern's written approval. Customer may be required to pay an annual rental charge at Eastern's then-current rental charges in effect for comparable equipment or an annual minimum tank use charge, to the extent Customer does not purchase at least 100% of the usable capacity of the Eastern Owned Equipment at the Location, at Eastern's then-current rate per gallon for the amount of such shortfall.*

***Minimum usage charges do not apply to customers in Vermont.**

Any part of an Installation (tanks, valves, regulators, and/or other items, for example) that is not Eastern Owned Equipment (by Customer request or otherwise) is Customer's responsibility to provide and maintain, including with regard to ensuring ongoing regulatory compliance. Subject to any initial adjustments to the Other Equipment made by Eastern, Customer shall not adjust, modify, replace, or otherwise alter the Other Equipment in any manner without first notifying Eastern. Customer grants to Eastern and its agents the right and license to pass over, upon and under the Customer's property and the Location to deliver Propane, to install, inspect, maintain, repair, remove, replace, and exchange Eastern Owned Equipment, and to inspect any Other Equipment.

Customer shall pay all of Eastern's fees, charges, and costs for installation, connection, disconnection, repair, removal and replacement of the Equipment, including without limitation all such costs and expenses associated with excavating any underground Equipment for any reason except replacement of defective Eastern Owned Equipment. Eastern is responsible for any maintenance and repair required due to normal wear and tear of Eastern Owned Equipment.

3. Credit Check; Payment Terms; Security Deposit. Customer authorizes Eastern to obtain credit information regarding Customer from credit reporting agencies at any time. Customer shall pay all amounts due for Propane, and for any services, materials, Equipment, and other items provided by Eastern at its then current rates, not later than the due date specified on Eastern's invoice. Amounts unpaid after the specified due date are subject to a monthly late charge equal to 1.5% of the outstanding balance. Customer shall pay Eastern's current fees and charges imposed for returned checks and/or reversed or rejected credit card charges. Eastern may at any time require payment in advance and/or a security deposit. Eastern may at any time apply all or any portion of a deposit to Customer's account balance. Any deposit remaining after termination of service and satisfaction of Customer's account balance due Eastern shall be returned.

4. Delivery of Propane. If Customer receives Propane on an “automatic delivery” basis, Eastern will use commercially reasonable efforts to make deliveries at such times and in such quantities so that Customer maintains an adequate supply. **Automatic delivery is not a guaranty or promise that Customer will not run out of Propane.** Customer should monitor the Propane supply and must notify Eastern (i) immediately if Customer is at risk of running out, and (ii) of any change that may affect the Customer’s usage. Customer is solely responsible for protecting the Location against damage arising from a drop in heat. Customers are recommended to arrange for daily temperature monitoring if they plan to be away from the Location for any length of time. Automatic deliveries may not be available to Customer. If Customer is not on automatic delivery, Customer is solely responsible for requesting deliveries to maintain an adequate supply. Deliveries must be requested not less than five (5) business days prior to the date upon which delivery is required by Customer. Customer shall pay Eastern’s then-current charges for all special deliveries, including off-route, weekend, and after business hours deliveries. **Customer understands and agrees that Eastern shall not (i) have any responsibility or liability if Customer runs out of Propane or (ii) be liable for any direct, indirect or consequential damages resulting from any such event, even if Customer is on automatic delivery.** Customer is responsible for maintaining the Location, and any Other Equipment, so that it is accessible for deliveries by Eastern and free of obstructions, debris, combustible waste, and other hazards.

5. Effects of Termination of Deliveries*. Eastern may terminate service and remove Eastern Owned Equipment upon termination of future deliveries to Customer. Either Customer or Eastern may elect to terminate future deliveries at any time by notifying the other party. In such event, Customer shall pay to Eastern its then-current service termination and Eastern Owned Equipment removal fees, together with such other reasonable costs and expenses incurred for such removal.

If (a) Eastern is unable, or it is not commercially practicable, to remove Eastern Owned Equipment, or (b) Customer desires to transfer any underground Eastern Owned Equipment to a new propane supplier, Customer shall pay Eastern's then-current sales prices for comparable equipment and ownership thereof will be transferred to Customer (or if Customer elects, the new propane supplier) on an "AS IS, WHERE IS" basis without warranties of any kind.

Upon termination of service and removal of Eastern Owned Equipment, any Propane remaining within the Equipment shall be deemed abandoned by Customer. Eastern will determine the amount of Propane remaining within the Equipment. Eastern will apply all or a portion of the value of any remaining Propane to reduce any amounts owed to Eastern by Customer. Customer shall remain liable for all amounts that remain outstanding thereafter. Subject to Customer providing Eastern with Customer's current mailing address within sixty (60) days after the mailing of the final account statement, Eastern will pay Customer for the value of the balance of any remaining Propane. If Customer fails to provide Eastern with a current mailing address, then Eastern will have no obligation to pay Customer for such remaining Propane. After such sixty (60) day period, any remaining Propane may be disposed of by Eastern as it deems appropriate. Eastern shall retain all proceeds received from such disposition and apply the same against account termination and Propane disposition fees. Customer hereby transfers ownership of all such abandoned Propane to Eastern.

In the event future deliveries to Customer are terminated for any reason within five years from the date of any Proposal other than by reason of any uncured default by Eastern, then in addition to other applicable termination fees and expenses Customer shall pay to Eastern the non-recoverable costs identified on such Proposal, if any, relating to costs and expenses initially incurred by Eastern and not charged to Customer in connection with the Installation.

***Different requirements for termination of service apply to customers in Vermont. Please consult Vermont Attorney General Consumer Protection information for a statement of your rights.**

6. Suspension of Service/Delivery. If Customer fails to timely pay any invoice in full or otherwise breaches any provision hereof, Eastern may immediately terminate service and/or suspend deliveries without notice. Additionally, if Eastern determines that any system, appliances or equipment with which Customer uses Propane are not safe, Eastern may immediately terminate service and/or suspend deliveries until the applicable system, appliance or equipment is repaired or replaced at Customer's expense.

7. Force Majeure. Eastern shall not be deemed to be in default or breach hereof as a result of any delay, failure in performance, or interruption of service or supply resulting directly or indirectly from acts of God; acts of civil or military authorities; civil disturbances; wars; strikes or other labor disputes; unavailability, denial, curtailment, shortage, rationing, failure or loss of Eastern's source(s) of supply or facilities of supply of Propane; fires; transportation disruptions; laws, regulations, acts, or orders of any government or official thereof; natural disasters; or any other circumstances beyond Eastern's reasonable control.

8. Special Customer Responsibilities. Customer is solely responsible for the installation, servicing, repair, regular maintenance, and annual inspection of all gas appliances and the gas piping system used with the Equipment and Propane at the Location, and for making sure such work is done only by qualified technicians. In addition, Customer is solely responsible for any Other Equipment, including the inspection, maintenance, repair and replacement thereof, for payment of all costs associated therewith, and keeping them in a condition that is safe and adequate for the storage and use of Propane. Customer shall notify Eastern in writing of all repairs, modifications, alterations, replacements, and installations of or to gas appliances, the gas piping system, and any Other Equipment used with the Propane at the Location. Eastern may from time to time (but is not obligated to) inspect the gas piping system or any Other Equipment used with the Propane.

If Eastern determines that any of the same are not in safe condition or not in compliance with governmental or industries standards, Eastern may terminate service at the Location immediately. Customer shall be responsible for all repairs and replacements that are required for Eastern to restore service and for all of Eastern's then-current charges for disconnection, reconnection, and testing. Customer is further responsible for reporting any propane gas odors at the Location to Eastern or Customer's local fire department immediately, for strictly following any instructions Eastern or a local fire department may provide, and for ensuring that all family members and occupants at the Location do so as well. Customer's responsibilities with respect to such gas appliances and gas piping system, and the safe use of Propane, are further described in the current "Customer Responsibilities" literature contained in Eastern's Customer welcome packet and other safety literature as may be subsequently distributed from time to time by Eastern. Customer agrees to read such literature and comply with its responsibilities described therein, and to provide such literature to any third party that occupies the Location.

9. Limited Warranty; Customer Limitation of Remedy; Indemnity. Eastern warrants only that at the time of delivery, the Propane delivered will (i) conform to the specifications generally recognized in the industry for liquefied petroleum gas and (ii) be free of all liens, encumbrances and claims of third parties. Customer's sole and exclusive remedy, and Eastern's only obligation, for any breach of the foregoing warranties is for Eastern to replace the affected Propane or refund the purchase price. **EASTERN EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, RIGHTS, AND REMEDIES WITH RESPECT TO THE PROPANE, EQUIPMENT, AND EASTERN'S PERFORMANCE HEREUNDER (INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL EASTERN BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.**

Customer shall indemnify, defend, and hold harmless Eastern and 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 claims, demands, suits, damages, losses, obligations, settlements and/or 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 other parties at the Location, (ii) any breach of these Terms and Conditions by Customer or other parties at the Location, (iii) any failure to comply with applicable law by the Indemnifying Party or other parties at the Location or (iv) Other Equipment and/or the maintenance thereof.

10. Miscellaneous. These Terms and Conditions (i) are binding upon the parties and their respective assigns, successors, estates, heirs, and beneficiaries, (ii) may be amended by Eastern at any time effective upon thirty (30) days’ notice to Customer (or upon the earlier request for or acceptance of deliveries of Propane from Eastern with which any such amended terms and conditions are associated), (iii) shall be governed by and construed in accordance with the laws of the State of New Hampshire, and (iv) together with the terms of any Proposal, any addendum, Eastern’s Privacy Policy (located at <https://eastern.com/privacy-policy/>), the terms of which are incorporated by reference herein, contain the entire agreement between the parties relating hereto. Customer’s acceptance of deliveries or use of Eastern Owned Equipment after notice of any such amendment shall also constitute acceptance thereof. If any provision hereof is found invalid, the rest will remain enforceable. Additionally, if the application to Customer of any provision hereof violates the requirements of any law or regulation applicable to Customer at the Location, then the provisions of such law or regulation shall apply hereunder to the extent required to comply therewith.

EASTERN PROPANE GAS, INC.
HEATING OIL TERMS AND CONDITIONS
October 23, 2024

These are the terms and conditions pursuant to which Eastern Propane Gas, Inc., d/b/a Eastern Propane & Oil ("Eastern") delivers heating oil ("Heating Oil") to you (the "Customer") at the delivery address (the "Location") identified in Customer's account records maintained by Eastern. These terms and conditions are not subject to change by Customer. When used herein, the terms (a) "Terms and Conditions" mean these terms and conditions and (b) "delivery" or "deliveries" means delivery of Heating Oil by Eastern to the Location. **Customer's request for or acceptance of deliveries of Heating Oil from Eastern shall constitute acceptance of and agreement to these Terms and Conditions. These Terms and Conditions are a legally binding contract. Please read these Terms and Conditions carefully and retain a copy for your records.**

1. Price; Fees. Except as may otherwise be set forth in a proposal by Eastern to Customer regarding the delivery of Heating Oil (a "Proposal"), or as may otherwise be agreed from time to time in writing between Eastern and Customer, the price per gallon to be paid by Customer to Eastern for Heating Oil delivered to Customer shall be Eastern's then current retail price for Customer in effect on the date of delivery of Heating Oil to the Location, as specified on the delivery ticket and/or invoice for such delivery.

2. Credit Check; Payment Terms; Security Deposit. Customer authorizes Eastern to obtain credit information regarding Customer from credit reporting agencies at any time. Customer shall pay all amounts due for Heating Oil delivered, and for any services, materials, equipment, and other items provided by Eastern at its then current rates, not later than the due date specified on Eastern's invoice.

Amounts unpaid after the due date are subject to a monthly late charge equal to 1.5% of the outstanding balance. Customer shall pay Eastern's then current fees and charges imposed for returned checks and/or reversed or rejected credit card charges. Eastern may at any time require payment in advance and/or a security deposit. Eastern may at any time apply all or any portion of a deposit to Customer's account balance. Any deposit remaining after termination of service and satisfaction of Customer's account balance due Eastern shall be returned.

3. Delivery of Heating Oil. If Customer receives Heating Oil on an "automatic delivery" basis, Eastern will use commercially reasonable efforts to make deliveries at such times and in such quantities so that Customer maintains an adequate supply. **Automatic delivery is not a guaranty or promise that Customer will not run out of Heating Oil.** Customer should monitor the Heating Oil supply and notify Eastern (i) immediately if Customer is at risk of running out, and (ii) of any change that may affect the Customer's usage. Customer is solely responsible for protecting the Location against damage arising from a drop in heat. Customers are recommended to arrange for daily temperature monitoring if they plan to be away from the Location for any length of time. Automatic deliveries may not be available to Customer. If Customer is at risk of running out of Heating Oil, Customer is solely responsible for requesting deliveries to maintain an adequate supply. Deliveries must be requested not less than five (5) business days prior to the date upon which delivery is required by Customer. Customer shall pay Eastern's then current charges for all special deliveries, including off-route, weekend, and after business hours deliveries. **Customer understands and agrees that Eastern shall not (i) have any responsibility or liability if Customer runs out of Heating Oil or (ii) be liable for any direct, indirect or consequential damages resulting from any such event, even if Customer is on automatic delivery.** Customer is responsible for maintaining the Location so that it is accessible for deliveries by Eastern and free of obstructions, debris, combustible waste, and other hazards. Customer grants to Eastern and its agents the right and license to pass over and upon the Customer's property and the Location to make deliveries.

4. Fuel Additives. As of the date of these Terms and Conditions, Eastern does not deliver kerosene. Kerosene is generally recommended for outside fuel storage tanks due to its ability to prevent fuel from gelling at harsh temperatures. For Customers that request kerosene or heating oil for outdoor storage tanks, Eastern offers heating oil blended with a fuel additive. Heating Oil, as used and defined in these Terms and Conditions, includes our blended heating oil. Commonly available additives may not be suitable for use with all types of heating equipment. Prior to requesting a delivery of blended heating oil from Eastern, you should confirm with Eastern that our additive is compatible with your heating equipment. Eastern disclaims any liability for damage to Customer's equipment resulting from incompatibility with our blended heating oil. For more information about fuel additive benefits please contact our customer service team.

5. Termination of Service. Either Customer or Eastern may elect to terminate future deliveries at any time by notifying the other party.

6. Suspension of Service/Delivery; Remedies. If Customer fails to timely pay any invoice in full or otherwise breaches any provision hereof, Eastern may immediately terminate service and/or suspend deliveries without notice, in addition to any and all other remedies to which Eastern may be entitled. Additionally, if Eastern determines that any storage tank, furnace or other equipment used with the Heating Oil at the Location is not safe or not in compliance with governmental or industry standards, Eastern may immediately terminate service and/or suspend deliveries until all repairs and replacements which are required for Eastern to restore service are performed at Customer's sole expense.

7. Force Majeure. Eastern shall not be deemed to be in default or breach hereof as a result of any delay, failure in performance, or interruption of service or supply resulting directly or indirectly from acts of God; acts of civil or military authorities; civil disturbances; wars; strikes or other labor disputes; unavailability, denial, curtailment, shortage, rationing, failure or loss of Eastern's source(s) of supply or facilities of supply of Heating Oil; fires; transportation disruptions; laws, regulations, acts, or orders of any government or official thereof; natural disasters; or any other circumstances beyond Eastern's reasonable control.

8. Customer Responsibilities; Release and Indemnification. Customer is solely responsible for the installation, servicing, repair, regular maintenance, annual inspection and replacement of the storage tank, furnace and any other equipment used with the Heating Oil at the Location. In addition, Customer is solely responsible for inspecting the storage tank, furnace and such other equipment, and keeping them in a condition that is safe and adequate for the storage and use of Heating Oil. All such work should be performed only by qualified service technicians. Customer releases Eastern from any and all claims, demands, obligations, causes of action and liabilities arising out of or in any way related to the presence of hazardous substances (as defined below) on, in or under the Location, regardless of how or when such hazardous substances came to be located on, in or under the Location. Customer shall defend, indemnify and hold Eastern and its predecessors, parents, subsidiaries, affiliates, successors, and assigns, and its and their officers, directors, employees, and agents harmless from and against any and all claims, demands, losses, liabilities, penalties, fines and any other costs and expenses (including attorney's fees) which arise out of or in any way are connected to: (i) the presence of any hazardous substances on, in or under the Location, regardless of how or when such hazardous substances came to be located on, in or under the Location or any surrounding areas, (ii) any negligent act or willful misconduct of Customer or other parties at the Location,

(iii) any breach of these Terms and Conditions by Customer or other parties at the Location, (iv) any failure to comply with applicable law by Customer or other parties at the Location or (v) the maintenance of any storage tank, furnace and other equipment used with the Heating Oil at the Location.

The term “hazardous substances” shall mean any substance or substances which at any time shall be listed as “hazardous” or “toxic” under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.S. 9601 et seq., as amended, and shall also include, without limitation, petroleum products (including Heating Oil) or by-products and constituents, and any other material or substance termed “hazardous” under any other federal, state, or local law rule, regulation or ordinance.

9. Limited Warranty; Customer Limitation of Remedy. Eastern warrants only that at the time of delivery, the Heating Oil delivered will (i) conform to the specifications generally recognized in the industry for No. 2 heating oil or kerosene (as applicable) and (ii) be free of all liens, encumbrances and claims of third parties. Customer’s sole and exclusive remedy, and Eastern’s only obligation, for any breach of the foregoing warranties is for Eastern to replace the affected Heating Oil or refund the purchase price. **EASTERN EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, RIGHTS, AND REMEDIES WITH RESPECT TO THE HEATING OIL AND EASTERN’S PERFORMANCE HEREUNDER (INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL EASTERN BE LIABLE OR RESPONSIBLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.**

10. Miscellaneous. These Terms and Conditions (i) are binding upon the parties and their respective assigns, successors, estates, heirs, and beneficiaries., (ii) may be amended by Eastern at any time effective upon thirty (30) days' notice to Customer (or upon the earlier request for or acceptance of deliveries of Heating Oil from Eastern with which any such amended terms and conditions are associated), (iii) shall be governed by and construed in accordance with the laws of the State of New Hampshire, and (iv) together with the terms of any Proposal, any applicable addendum, and Eastern's Privacy Policy (located at <https://eastern.com/privacy-policy/>), the terms of which are incorporated by reference herein, contain the entire agreement between the parties relating hereto. If any provision hereof is found invalid, the rest will remain enforceable. Additionally, if the application to Customer of any provision hereof violates the requirements of any law or regulation applicable to Customer at the Location, then the provisions of such law or regulation shall apply hereunder to the extent required to comply therewith.

EASTERN CUSTOMER PROGRAMS



Our customer programs are designed to offer opportunities for you to save on your energy use.