# Suburban Propane®

### COMMERCIAL PROPANE GAS SALES AGREEMENT

Suburban Pro	pane, L.P. ("Sub	urban" or	" <b>Seller")</b> Address	9550 Pensaco	ola Blv	vd Pensaco	la FL 32534	
Telephone 850		4733	<sub>Fax</sub> _850		_ 831		ΙΗΔ	VER @suburbanpropane.com
Agreement Date	Account Number		Account Represent	ative Name				CSC Number
05/18/2018   65111   LAWANA HAVER			VER				7496	
Customer Name (	"Customer")					Business Telephone Number		Cell Telephone Number
BALDWIN COUNTY COMM				251-937-0282				
Customer's Tax Identification Number Fax Number				Email Address				
Billing Address				City			State	Zip Code
312 COURTHOUSE SQ STE 11 ACCT			BAY MINETT	E		AL	36507	
Delivery Address			City			State	Zip Code	
HILLCREST AND ROSALIA			LILLIAN			AL	36549	
Delivery Address Owner if not Customer ("Landowner")		Telephone Number Cell Telephone		Number				
1 DECEMBE	ND COLITOMENT	: Custome	er agrees to purch	ace all requiremen	atc for	LP Cac ("Prop	ano") from Suh	urban Coller shall lease maintain (a

- 1. **PROPANE AND EQUIPMENT:** Customer agrees to purchase all requirements for LP-Gas ("Propane") from Suburban. Seller shall lease, maintain (and install when necessary) at the Delivery Address Suburban-owned storage tanks, regulators and/or meters as is necessary for Propane service, including, but not limited to, such items identified in any Suburban work order or other Suburban records ("Equipment"). Seller may replace, add or adjust Equipment if necessary in Seller's judgment or as requested by Customer, which items shall also be regarded as "Equipment" hereunder. Title to Equipment shall remain with Suburban at all times and shall not pass to Customer, any subsequent purchaser of the Delivery Address or other third party (including creditors). Equipment shall not become fixtures notwithstanding the manner in which it is affixed to property. Customer warrants that he/she has the legal right and Landowner's consent, if applicable, to have the Equipment installed and used at the Delivery Address for the duration of this Agreement. Customer agrees that only Suburban and its authorized representatives shall deliver Propane to, and have contact with, the Equipment. Title to any exterior and/or interior propane piping installed by Suburban is hereby conveyed to Customer. Customer is responsible for proper grounding/bonding of propane piping, shall arrange for protection of regulators from the elements and, where applicable, for protection of piping and Equipment from the forces of accumulated snow/ice.
- 2. **PRICES AND FEES:** As compensation for Suburban's (i) supply to Customer of Propane, (ii) lease to Customer of the Equipment, and (iii) provision to Customer of other services incidental thereto, Customer agrees to pay to Suburban (a) Suburban's per gallon price for Propane applicable to Customer on the date of delivery/meter read ("Price"), and (b) Suburban's applicable fees and charges ("Fees" or "Charges") in effect on the date of billing. Customer understands and agrees that, unless otherwise stated by Suburban in writing (including in any Addendum attached hereto), any Price quoted by Suburban on or prior to the Agreement Date applies only to Customer's first delivery of Propane and that Customer's Price for subsequent deliveries of Propane could vary with each such delivery. Customer also understands and agrees that the Price Customer will pay for each delivery is dependent on a number of different factors, which will vary over time, including, but not limited to, the direct and indirect costs incurred by Suburban to acquire, store and deliver the Propane sold to Customer, the volume of Propane purchased by Customer and prevailing conditions. Because of this variability in Price, Customer acknowledges that the Price paid by Customer for any delivery of Propane may be different from (A) the Price charged to Customer for an earlier or later delivery of Propane, (B) the price charged at any time to other purchasers of Propane by Suburban or any other company, or (C) any published price index.

charged at any time to other purchasers of Propane by Suburban or any	y other company, or	(C) any published price index.
The initial amounts of Fees to be charged to Customer include:		
SECURITY DEPOSIT: \$		SAFETY PRACTICES & TRAINING FEE: \$ 9.92
MINIMUM MONTHLY PURCHASE REQUIREMENT ("MMR"): \$		EARLY TERMINATION FEE:* \$
MINIMUM ANNUAL PURCHASE REQUIREMENT:	gallons	INSTALLATION FEE: \$
NONREFUNDABLE EQUIPMENT RENTAL FEE: \$500.00 per YEA		PER DELIVERY METER READ FEE: \$
*Payable if Co	ustomer terminates th	is Agreement prior to initial term as agreed upon damages and not as a penalty

Suburban may also charge other Fees, including, but not limited to, a Transportation Fuel Surcharge Fee, Emergency/Special Delivery Fee and the Fees set forth elsewhere in this Agreement. Fees may be based on Propane gallons delivered to Customer or on other bases, including, but not limited to, a per delivery basis or a periodic basis.

The Safety Practices & Training Fee is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with Suburban's own vehicle and facility inspections as well as Suburban's employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the Price. The Safety Practices & Training Fee and other Fees are not specifically authorized or imposed by any local, state or federal law, and the Safety Practices & Training Fee and other Fees are not collected on behalf of, or remitted to, any governmental entity.

Customer understands and agrees that the specific Fees charged and the amount of those Fees may vary over time. Customer acknowledges and agrees that itemization of Price and Fees on Suburban's Delivery Invoice, Delivery Notice or Statement will be sufficient and adequate notice to Customer of those Price and Fees and that Suburban is not required to provide Customer with additional notice of, or prior notice of changes to, Price and/or the amount or nature of Fees. Customer may obtain information about Suburban's current Price and Fees, and delivery terms and options, applicable to Customer from Suburban's local office, and a description of Suburban's Fees can be found online at <a href="https://www.suburbanpropane.com/fees">www.suburbanpropane.com/fees</a>.

- 3: **CUSTOMER'S RESPONSIBILITIES:** Customer, at its sole cost and expense, shall be responsible for, and Seller's obligations under this Agreement shall be expressly pre-conditioned upon, Customer's timely provision, installation, operation, security and maintenance of each item checked in <u>Appendix A</u> attached hereto and made a part hereof, and trained personnel as required by law or regulation. In addition, Customer shall notify Seller of changes in fuel consumption that may require adjustment of volume and/or frequency of fuel deliveries.
- 4. TERM OF AGREEMENT: This Agreement shall continue for an initial term of 3 year(s) from the date hereof and thereafter shall automatically renew on a month to month basis unless terminated at the end of the initial term or subsequent anniversary dates by either party upon not less than sixty (60) days prior written notice to the other party as set forth in paragraph 14 of this Agreement. If during

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the term of this Agreement Customer shall purchase Propane from a supplier other than Seller, Seller may elect to terminate this Agreement for Customer's breach.

- 5. **PAYMENT TERMS AND POLICY:** Invoices shall be due and payable upon Customer's receipt thereof. If Customer's credit shall for any cause be deemed unsatisfactory by Seller, Seller shall have the right to require payment in advance before making further deliveries. Invoices remaining unpaid more than thirty (30) days from Invoice date shall be subject to a Late Payment Fee consistent with applicable law. Without further notice, Seller may suspend Propane delivery and disconnect Equipment for non-payment of Invoice more than sixty (60) days from Invoice date. Reconnection of Equipment after a suspension is subject to a Reconnection Charge. Title to Propane shall transfer from Seller to Customer upon delivery, and is subject to recovery by Suburban in the event of non-payment. Customer agrees that Suburban shall have the right to access Equipment to recover its Propane not paid for by Customer and Customer agrees to pay an applicable Restocking (Pump Out) Fee and other charges relating to such recovery. Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, installation, storage or use of Propane sold or Equipment leased hereunder. Security Deposits shall not earn interest unless required by law.
- 6. **SAFETY:** Customer acknowledges that warnings for employees and end users and other safety literature produced by the Propane Education Research Council are available for purchase from <a href="https://www.propanemarc.com">www.propanemarc.com</a>. Customer agrees to provide all employees and agents at the Delivery Address and all end users of the Propane sold hereunder with the safety information provided by Seller to Customer. For additional safety information, including natural disaster and weather-related warnings, visit <a href="https://www.suburbanpropane.com">www.suburbanpropane.com</a> or call 1-888-223-0029. Customer shall ensure that its employees, agents and end users are familiar with the odor of Propane, and acknowledges that Suburban recommends the installation of UL-listed Propane gas detectors and carbon monoxide detectors in basements, and elsewhere as recommended by the manufacturer, to provide an additional warning of the presence of Propane or carbon monoxide.
- 7. **MAINTENANCE**; **ACCESS**; **SERVICE**: Customer agrees that no modification, connection or addition to Equipment or replacement, repair, disconnection or other handling of Equipment will be made except by Seller's employees, affiliates or authorized representatives. Customer shall notify Seller before any Propane-fueled unit or appliance at the Delivery Address is to be connected, disconnected or replaced, and before start-up of seasonal equipment. At all times Customer shall grant Seller the right and ability to have necessary access (without risk or liability for trespass) to Equipment in order to inspect, change or remove all or part of the Equipment, and to remove from such Equipment those gallons of Propane for which Customer has not made payment within sixty (60) days of the delivery thereof. Customer shall not tamper with Equipment and shall not move it from its original installation location, or part with its possession or encumber the Equipment in any way, and shall surrender the Equipment to Seller upon any termination of this Agreement in the same condition as received, normal wear excepted. Seller may disconnect any appliance or Equipment, regardless of ownership, deemed by Suburban to be unsafe. Customer agrees to notify Seller immediately, both orally and in writing, of any apparent malfunction in Equipment so that Seller may repair such malfunction. Customer agrees to pay for any diagnostic or service work and parts provided by Suburban for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.
- 8. **TERMINATION:** Customer hereby grants Seller the absolute right to remove its Equipment without notice to Customer or process of law upon termination of this Agreement, and Customer shall be solely responsible to pay for all costs associated with such removal. It is further agreed that Seller shall not be liable for any injury or damage to the Delivery Address or any property of Customer located thereon occasioned by removal of Equipment, including the removal of underground tanks and piping, except arising out of the sole negligence of Seller. Upon any termination of this Agreement not resulting from a default by Seller, Customer agrees to pay to Suburban applicable Restocking (Pump Out) Fees, Closeout (Tank Pickup) Fees and other Fees relating to termination of service (see <a href="https://www.suburbanpropane.com/fees">www.suburbanpropane.com/fees</a> for a description of these Fees).
- 9. **INSURANCE:** While this Agreement remains in effect, Customer shall maintain commercial general liability ("CGL") insurance coverage with limits acceptable to Seller including products liability, completed operations, and contractual liability coverages; and workers' compensation and employers' liability coverages. At Seller's request, Customer agrees to provide Suburban with a Certificate of Insurance and endorsement(s), in forms acceptable to Suburban, that evidence such insurance coverage and name "Suburban Propane Partners, L.P. and its subsidiaries, affiliates and successors" as an additional insured with respect to Customer's CGL insurance policy. While this Agreement remains in effect, Suburban shall maintain CGL and other appropriate insurance coverages, in accordance with standard industry practice.
- 10. RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION. Customer, for itself, its employees and agents, and all other third parties, hereby releases Suburban, waives all claims against Suburban, agrees not to sue Suburban, and agrees to indemnify and hold Suburban harmless from any and all liability, injuries, claims, losses, damages (including consequential damages), lost profits, costs, expenses, and causes of action arising out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless resulting from the sole negligence or any other actionable conduct of Suburban; (2) Customer's use of Equipment or tampering or unauthorized servicing thereof; (3) installation, removal, use, misuse, breakage or malfunction of equipment or piping not owned by Suburban; (4) damage to a driveway at the Delivery Address or any Customer-owned bridge failure or other premises liability; (5) exhaustion of Customer's Propane supply; (6) service discontinuance; (7) Customer's breach of this Agreement; (8) any negligent acts or omissions on part of Customer. Customer, for itself, its employees and agents, and all other third parties, hereby agrees that Suburban's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to Suburban over the twelve (12) month period prior to the events giving rise to the claim. No demand, claim, suit, or action shall be made or brought against Suburban, its related business units, employees, agents, assigns or successors more than two (2) years after the date of the event that caused any injury, damage or loss. This paragraph shall survive the termination of expiration of this Agreement.
- 11. **UNCONTROLLABLE INTERRUPTION OF SERVICE:** Customer agrees that Seller shall not be liable to Customer or other party for failure to supply Propane or for any delay, loss or damage, or any failure to perform this Agreement due to any "force majeure" condition such as flood, fire, lightning or other adverse weather or environmental condition, explosion, power blackout, labor dispute, unavailability of Propane, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Seller's reasonable control whether or not similar to the foregoing.
- 12. **DEFAULT:** Should either party default on any material condition of this Agreement, the non-defaulting party shall have the option to cancel this Agreement by providing thirty (30) days prior written notice of intent to cancel to the defaulting party and if the defaulting party does not cure such default within such notice period, except that Seller may elect to terminate this Agreement immediately if Customer fails to make payment or maintain insurance coverage as required hereunder or for any safety violation not remedied.
- 13. **NO WAIVER; SEVERABILITY:** No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other or subsequent breach thereof. Should any section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect.
- 14. SUCCESSORS; ASSIGNMENT; SUBCONTRACTING; NOTICES: This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Seller. It is agreed that Seller may assign this Agreement to its affiliates at any time. Suburban also reserves the right to subcontract any or all of its obligations under this Agreement. All communications and notices provided for or permitted hereunder shall be effectively given if in writing and mailed postage prepaid (certified

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mail for termination notices) to the respective address set forth above. Customer authorizes Seller to leave a notice at the Delivery Address of any condition preventing Propane delivery or resulting in service discontinuance or otherwise requiring Customer's attention.

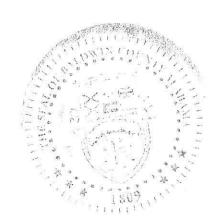
- 15. **APPLICABLE LAW; ENTIRE AGREEMENT:** This Agreement shall be construed in accordance with the laws of the jurisdiction of where the Delivery Address is located. This Agreement, including the **Dispute Resolution Procedures Addendum** attached hereto and made a part hereof, contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Subject to Suburban's right, as set forth in this Agreement, to unilaterally change Prices and Fees at any time, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Seller in writing. Any Appendix, Addendum and/or Attachment to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated.
- 16. CUSTOMER'S CREDIT CHECK AUTHORIZATION AND REPRESENTATION: Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate Customer's credit prior to Suburban's acceptance of this Agreement. By signing below, Customer acknowledges that Customer has become familiar with the odor of Propane and has received Suburban's Safety Tips and Safety Data Sheet attached hereto.
- 17. **LANDOWNER'S CONSENT**: If Customer is not the owner of the Delivery Address, Customer agrees to provide Suburban with a copy of Suburban's "Landowner's Consent to Installation of Propane Gas Equipment," signed by the Landowner.

Suburban Propane, L.P. and the undersigned Customer hereby execute this	s Agreement as of the above Agreement Date and agree that facsimile signatures
are as effective as originals.	
SUBURBAN By: Signature of Suburban Manager (see instructions)	CUSTOMER: Signature of Customer
HAMPTON E SASSER, JR	BALDWIN COUNTY COMM TROOK BURT, JR
Print Name and Title	Print Customer's Name Chaukman

#### APPENDIX A

#### ITEMS TO BE SUPPLIED BY CUSTOMER (SEE SECTION 3)

All required permits and other necessary installation and operation approvals;	Pump, motor and meter maintenance;
Physical protection of/for Equipment and Customer-owned equipment;	Required non-combustible fencing;
Excavation, trenching and backfill for underground pipe and storage container, necessary	Electric power, wiring and lighting (Class 1 Group D
sand beds, clearance, leveling and related site preparation for installation of Equipment	Explosion Proof);
including notification of underground facility markout service;	Unloading riser fittings;
Concrete slabs or piers to Suburban's specifications for Propane bulk storage tank(s);	Vaporizer;
All fire protection requirements and fire prevention equipment, including fire extinguishers;	Adequate truck access for delivery of Propane and
Piping from Propane bulk storage tank or tank manifold terminal to other equipment;	Equipment clear of obstruction, snow and debris;
Other:	20-10-10-10-10-10-10-10-10-10-10-10-10-10



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# Suburban Propane®

## DISPUTE RESOLUTION PROCEDURES ADDENDUM TO RESIDENTIAL AND COMMERCIAL PROPANE SERVICE AGREEMENTS ("AGREEMENT")

Customer and Suburban hereby agree that any and all Disputes (as that term is hereinafter defined) between them arising from this Agreement or any prior agreement between them, and/or the relationship created hereby or thereby, or otherwise, will be exclusively resolved by final and binding arbitration. **Customer and Suburban agree that, by entering into this Agreement, they each are waiving the right to a trial by judge or jury or to participate in a class action with respect to any Dispute.** For ease of administration and convenience, the parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution Procedures Addendum ("Addendum"). This Addendum shall survive termination of this Agreement.

Capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning as in the Agreement. For purposes of this Addendum, a "Dispute" shall be broadly interpreted to include, without limitation, any and all claim(s) arising out of or relating in any way to any aspect of the relationship between Suburban and Customer, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (including, but not limited to, claims relating to advertising, marketing or other publicity), even if arising before this Agreement or any prior agreement between the parties or that may arise after the termination of this Agreement, including, without limitation, claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class. Notwithstanding the foregoing, the term "Dispute" shall not include the following claims, and only the following claims:

- (a) claims by Customer (or Customer's legal representatives) for personal injury, death or damage to tangible property arising out of the physical delivery of Propane by Suburban to Customer, Customer's usage of such Propane, the condition of the Equipment or Suburban's actions or alleged inactions with respect to such Equipment; or
- (b) claims by Suburban to enforce Customer's indemnification, release and/or hold harmless obligations under this Agreement and/or for the payment of any amounts alleged to be owed by Customer to Suburban; or
- (c) claims which Customer could bring as an individual in a small claims or equivalent court; or
- (d) claims by either party to enforce the terms of this Addendum.

If either party believes that a Dispute has arisen, that party first shall send a certified letter to the other party (Customer should send the certified letter to the manager of the Suburban location identified on the first page of this Agreement (or any successor Suburban location then servicing Customer)), describing with reasonable particularity the nature and basis of the Dispute and the relief sought. If the parties do not reach an agreement to resolve the Dispute within 30 days after the date the party receives the certified letter, either party may commence an arbitration proceeding by sending another certified letter notifying the other party of its intent to commence arbitration.

Arbitration of Disputes will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be conducted before a single arbitrator appointed in accordance with the AAA Rules. The AAA Rules are available online at <a href="https://www.adr.org">www.adr.org</a> or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. Unless the parties otherwise agree, any arbitration hearings will take place in the county (or parish) of Customer's Billing Address. Customer may direct that the arbitration be conducted telephonically or be based on written submissions.

All issues that relate to the Dispute are for the arbitrator to decide, but the arbitrator is bound by the terms of this Agreement and this Addendum. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim as stated in the Dispute. The arbitrator has the discretion, but not the obligation, to award fees and costs to the party prevailing in the arbitration. All awards by the arbitrator shall be in writing.

CUSTOMER AND SUBURBAN AGREE THAT EACH PARTY TO THIS ADDENDUM MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Suburban otherwise agree in writing and in their sole discretion, the arbitrator may not consolidate more than one entity's claims, and may not otherwise preside over any form of a representative or class proceeding relating to the Dispute. If this specific provision is found to be unenforceable, then the entirety of this Addendum shall be null and void.

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### **READ AND PROVIDE THIS IMPORTANT SAFETY INFORMATION TO ALL END USERS!**

Llame 1-888-223-0029 para información sobre los avisos de seguridad en español.

#### WHAT IS PROPANE?

Propane (also called LPG-Liquefied Petroleum Gas or LP-Gas) is a liquid fuel stored under pressure. In most systems, propane is vaporized to a gas before it leaves the tank. Propane is highly flammable when mixed with air (oxygen) and can be ignited by many sources, including open flames, smoking materials, electrical sparks, and static electricity. Severe "freeze burn" or frostbite can result if propane liquid comes in contact with your skin.

### IF YOU SMELL, HEAR OR SEE GAS





NO FLAMES OR SPARKS! Immediately put out all smoking materials and other open flames.
Do not operate lights, appliances, telephones, or cell phones. Flames or sparks from these
sources can trigger an explosion or fire.



LEAVE THE AREA IMMEDIATELY! Get everyone out of the building or area where you suspect gas is leaking.



3. SHUT OFF THE GAS. Turn off the main gas supply valve on your propane tank if it is safe to do so. To close the valve, turn it to the right (clockwise).



4. REPORT THE LEAK. From a safe location away from the gas leak, call your propane retailer right away. If you can't reach your propane retailer, call 911 or your local fire department.



DO NOT RETURN TO THE BUILDING OR AREA until your propane retailer determines that it is safe to do so.



 GET YOUR SYSTEM CHECKED. Before you attempt to use any of your propane appliances, your propane retailer or a qualified service technician must check your entire system to ensure it is leak-free.

### CAN YOU SMELL IT?



Propane smells like rotten eggs, a skunk's spray, or a dead animal. Some people may have difficulty smelling propane due to their age (older people have a less sensitive sense of smell); a medical condition; or the effects of medication, alcohol, tobacco, or drugs. Consider purchasing a propane gas detector as an additional measure of security.

**ODOR FADE** is an unintended reduction in the concentration of the odor of propane, making it more difficult to smell. Although rare, several situations can cause odor fade:

- The presence of air, water, or rust in a propane tank or cylinder
- The passage of leaking propane through soil
- The exposure to building materials, masonry or fabrics



Since there is a possibility of odor fade or problems with your sense of smell, you should respond immediately to even a faint odor of gas.

To learn what propane smells like, Customers unfamiliar with that smell should call Suburban's Safety Information Request Center 1-888-223-0029 and order the pamphlets called "Important Propane Safety Information for You and Your Family" and/or an expansive "Propane Safety" booklet to obtain a Scratch and Sniff Test, free of charge.

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### PROPANE GAS DETECTORS ARE RECOMMENDED

Propane gas detectors sound an alarm if propane is detected in the air. Suburban recommends the installation of UL-listed propane gas detectors in basements and where recommended by the manufacturer to provide an additional warning of the presence of propane. They can provide an additional measure of security in structures with little-used areas and for individuals who have difficulty smelling propane.



#### **GUIDELINES** regarding propane gas detectors:

- Buy only units that are listed by Underwriters Laboratories (UL).
- Follow the manufacturer's instructions regarding installation and maintenance.
- · Never ignore the smell of propane, even if no detector is sounding an alarm.

### **CARBON MONOXIDE AND YOUR SAFETY**



### WHAT IS CARBON MONOXIDE (CO)?

You can't taste or smell CO, but it is a very dangerous gas, produced when any fuel burns. High levels of CO can come from appliances that are not operating correctly, or from a venting system or chimney that becomes blocked.

CO CAN BE DEADLY! High levels of CO can make you dizzy or sick (see below). In extreme cases, CO can cause brain damage or death.

### Symptoms of CO poisoning include:

- Headache
- Shortness of breath
- Dizziness
- Nausea
- Fatigue



### IF YOU SUSPECT CO IS PRESENT, ACT IMMEDIATELY!

- Get everyone out of the building and call 911 or your local fire department.
- 2. If it is safe to do so, open windows to allow entry of fresh air, and turn off any appliances you suspect may be releasing CO.

#### TO HELP REDUCE THE RISK OF CO POISONING:

- Have a qualified service technician check your propane system appliances and related venting systems annually, preferably before heating season begins.
- Suburban recommends the installation and maintenance of UL-listed carbon monoxide detectors in accordance with manufacturer's instructions.
- Never use a gas oven or range-top burners to provide space heating.
- Never use portable heaters indoors unless they are designed and approved for indoor use.
- Never use a barbecue grill (propane or charcoal) indoors for cooking or heating.
- Regularly check your appliance exhaust vents for blockage.

#### LIGHTING PILOT LIGHTS



IF A PILOT LIGHT REPEATEDLY GOES OUT or is very difficult to light, there may be a safety problem. **DO NOT** try to fix the problem yourself. It is strongly recommended that only a **QUALIFIED SERVICE TECHNICIAN** light any pilot light that has gone out.

**YOU ARE TAKING THE RISK** of starting a fire or an explosion if you light a pilot light yourself. Carefully follow all of the manufacturer's instructions and warnings concerning the appliance before attempting to light the pilot.

### APPLIANCE AND SYSTEM MAINTENANCE



**LEAVE IT TO THE EXPERTS.** Only a qualified service technician has the training to install, connect, disconnect, inspect, service, maintain, and repair propane equipment and piping. Have your appliances and propane system inspected just before the start of each heating season.

**HELP YOUR APPLIANCES** "BREATHE." Check the vents of your appliances to be sure that flue gases can flow easily to the outdoors; clear away any insect or bird nests or other debris. Also, clear the area around your appliances so plenty of air can reach the burner for proper combustion.

**DO NOT TRY TO MODIFY OR REPAIR** valves, regulators, connectors, controls, or other appliance and cylinder/tank parts. Doing so creates the risk of a gas leak that can result in property damage, serious injury, or death.

**HAVE OLDER APPLIANCE CONNECTORS INSPECTED.** Certain older appliance connectors may crack or break, causing a gas leak. If you have an appliance that is more than 20 years old, have a qualified service technician inspect the connector. Do not do this yourself, as movement of the appliance might damage the connector and cause a leak.



**FLAMMABLE VAPORS ARE A SAFETY HAZARD.** The pilot light on your propane appliance can ignite vapors from gasoline, paint thinners, and other flammable liquids. Be sure to store flammable liquids outdoors or in an area of the building containing no propane appliances.



**DON'T RISK IT!** If you cannot operate any part of your propane system, or if you think an appliance or other device is not working right, call your propane retailer or qualified service technician for assistance.

#### **RUNNING OUT OF GAS**

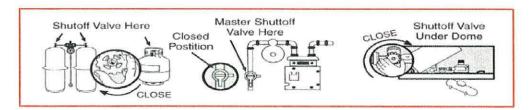


DON'T RUN OUT OF GAS. SERIOUS SAFETY HAZARDS, INCLUDING FIRE OR EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open, a leak could occur when the system is recharged with propane.
- If your propane tank runs out of gas, any pilot lights on your appliances will go out. This can be extremely dangerous.
- A LEAK CHECK IS REQUIRED. In many states, a propane retailer or a qualified service technician must perform a leak check of your system before turning on the gas.

### **EQUIPMENT AWARENESS**

**KNOW HOW TO SHUT OFF YOUR GAS SUPPLY.** Know where the gas supply shutoff valve to your premises is located. Tank and cylinder valves must be turned to the right (in a clockwise direction) to stop the flow of gas.



**MANUFACTURER'S INSTRUCTIONS.** All new appliances sold by Suburban will come with an owner's manual and manufacturer's instructions. Keep and consult them for correct operating and maintenance procedures. Contact the appliance manufacturer for replacement instructions, if needed.

KNOW WHERE UNDERGROUND GAS LINES AND TANKS ARE LOCATED to avoid damaging them when digging or working on your premises. Notify your propane supplier before you dig. Contact your state's "Call Before You Dig or One Call" – by dialing 811.

DO NOT STORE PROPANE CYLINDERS OR CONTAINERS INSIDE BUILDINGS.

MAKE SURE REGULATOR REMAINS PROTECTED so operation will not be affected by the elements (rain, sleet, snow, ice, mud, debris). Regulator vent should be pointed down and be checked regularly.

MAKE SURE BUILDING OPENINGS ARE NOT CREATED AND SOURCES OF IGNITION ARE NOT SITUATED WITHIN THE AREA OF PROPANE TANKS, REGULATORS, METERS AND OTHER PROPANE EQUIPMENT IN THE SYSTEM.

REVIEW MANUFACTURERS' WARNINGS AND IMPORTANT SAFETY INFORMATION AVAILABLE AT www.suburbanpropane.com REGARDING CORRUGATED STAINLESS STEEL TUBING (CSST), which is a flexible pipe used to supply gas in homes and buildings. A nearby lightning strike can create holes and/or damage CSST. This can result in a gas leak and potentially cause a fire or explosion. Proper grounding and bonding of CSST can reduce the risk of a fire or explosion. MAKE SURE ALL PROPANE PIPING IS PROPERLY BONDED AND GROUNDED. Contact a licensed electrician for more information.

### BE PREPARED FOR WEATHER-RELATED EMERGENCIES

**FLOODING** – If a flood is predicted for your area or your gas-fired appliance(s) or equipment has been submerged due to flooding:

- DO NOT turn the gas back on until a qualified service technician has checked the system.
- Turn off the gas valve at the container or cylinder.

**HEAVY SNOW OR ICE** – Heavy accumulations of snow or ice falling from roof eaves on regulators, piping, tubing and valves may cause damage that could result in a gas leak. Regulator vents must remain clear of snow and ice to operate properly. Check the regulator vents on the propane system to be sure they are free of condensation, which if frozen, could cause a malfunction. If a regulator vent is clogged with ice or snow, contact Suburban Propane immediately. Appliance vents, chimneys and flues must be kept clear of snow and ice so appliances may vent properly, especially on roofs of mobile homes. For installations in areas of heavy snowfall, arrange for the protection of piping, regulators, meters and other equipment installed in the piping system from the forces of accumulated snow or ice. A protective cover or structure may be an appropriate form of protection in some circumstances, and is required in some jurisdictions. Contact your local building or fire official for guidance. When removing snow:

- Use care around tanks, piping, tubing, valves, regulators and other equipment to prevent damage.
- Use a broom instead of a shovel.
- Do not shovel snow from roofs onto propane equipment. The weight could damage propane equipment causing a leak.

#### SAFE ACCESS

Provide structurally sound access to propane equipment free from snow, ice, debris or other obstructions.

#### FURTHER CONSUMER SAFETY INFORMATION

We urge you to visit www.suburbanpropane.com for Consumer Safety Information prepared by the Propane Education & Research Council (PERC). Pamphlets called "Important Propane Safety information for You and Your Family," "Important Propane Safety Information for Users of Small Cylinders" (including cylinder transportation, storage and inspection procedures), an expansive "Propane Safety" booklet, weather/natural disaster information, and a Propane Safety Data Sheet (SDS) may be read and downloaded online. These documents are also available free of charge by calling Suburban at 1-888-223-0029.

# Safety Data Sheet

According to OSHA HCS 2012 (29 CFR 1910.1200)



### **SECTION 1: Identification**

**Product Identifier** 

Propane

Other means of identification

Commercial Propane(All)

HD5 Propane

LP-Gas

Liquefied Petroleum Gas Odorized Propane Propane (Unstenched) Propane Commercial Propane Motor Fuel Propane for Process Stenched Propane Unodorized Propane

SDS Number

Relevant identified uses

Uses advised against

24 Hour Emergency Phone Number CHEMTREC 1-800-424-9300

169570 Fuel All others

CANUTEC 613-996-6666

CHEMTREC Mexico 01-800-681-9531

Manufacturer/Supplier

Phillips 66 Company

P.O. Box 4428

Houston, Texas 77210

SDS Information

Phone: 800-762-0942 Email: SDS@P66.com

URL: www.Phillips66.com

### **SECTION 2: Hazard identification**

Classified Hazards

Hazards Not Otherwise Classified (HNOC)

None

H220 - Flammable gases -- Category 1 H280 -- Gases under pressure -- Liquefied gas

Simple asphyxiant

#### **Label Elements**



#### DANGER

Extremely flammable gas Contains gas under pressure. May explode if heated.

May displace oxygen and cause rapid suffocation

Keep away from heat/sparks/open flames/hot surfaces. - No smoking; Take precautionary measures against static discharge; Leaking gas fire: Do not extinguish, unless leak can be stopped safely; Eliminate all ignition sources if safe to do so; Protect from sunlight. Store in a well-ventilated place

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### SECTION 3: Composition/information on ingredients

Chemical Name	CASRN	Concentration <sup>1</sup>
Propane	74-98-6	80-100
Propene	115-07-1	<20
Ethane	74-84-0	<6
Butane	106-97-8	<5
Isobutane	75-28-5	<2.5

<sup>&</sup>lt;sup>1</sup> All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

Odorized products contain small quantities (<0.1%) ethyl mercaptan as an olfactory indicator.

### **SECTION 4: First aid measures**

Eye Contact: For contact with the liquefied gas, remove contact lenses if present and easy to do, hold eyelids apart and gently flush the affected eye(s) with lukewarm water. Seek immediate medical attention.

**Skin Contact:** Liquefied gases may cause cryogenic burns or injury. Treat burned or frostbitten skin by flushing or immersing the affected area(s) in lukewarm water. Do not rub affected area. Do not remove clothing that adheres due to freezing. After sensation has returned to the frostbitten skin, keep skin warm, dry, and clean. If blistering occurs, apply a sterile dressing. Seek immediate medical attention.

**Inhalation:** If respiratory symptoms develop, move victim away from source of exposure and into fresh air in a position comfortable for breathing. If breathing is difficult, oxygen or artificial respiration should be administered by qualified personnel. If symptoms persist, seek medical attention.

Ingestion: This material is a gas under normal atmospheric conditions and ingestion is unlikely.

Most important symptoms and effects, both acute and delayed: Light hydrocarbon gases are simple asphyxiants and can cause anesthetic effects at high concentrations. Symptoms of overexposure, which are reversible if exposure is stopped, can include shortness of breath, drowsiness, headaches, confusion, decreased coordination, visual disturbances and vomiting. Continued exposure can lead to hypoxia (inadequate oxygen), rapid breathing, cyanosis (bluish discoloration of the skin), numbness of the extremities, unconsciousness and death.

**Notes to Physician:** Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in persons exposed to high concentrations of hydrocarbon solvents (e.g., in enclosed spaces or with deliberate abuse). The use of other drugs with less arrhythmogenic potential should be considered. If sympathomimetic drugs are administered, observe for the development of cardiac arrhythmias.

# SECTION 5: Firefighting measures

#### NFPA 704 Hazard Class

Health: 2 Flammability: 4 Instability: 0



- 0 (Minimal)
- 1 (Slight)
- 2 (Moderate)
- 3 (Serious)
- 4 (Severe)

**Extinguishing Media:** Dry chemical or carbon dioxide is recommended. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces.

Specific hazards arising from the chemical

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Unusual Fire & Explosion Hazards: Extremely flammable Contents under pressure This material can be ignited by heat, sparks, flames, or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, and electronic devices such as cell phones, computers, calculators, and pagers which have not been certified as intrinsically safe) Vapors may travel considerable distances to a source of ignition where they can ignite, flash back, or explode. May create vapor/air explosion hazard indoors, in confined spaces, outdoors, or in sewers. If container is not properly cooled, it can rupture in the heat of a fire. Drains can be plugged and valves made inoperable by the formation of ice if rapid evaporation of large quantities of the liquefied gas occurs. Do not allow run-off from fire fighting to enter drains or water courses — may cause explosion hazard in drains and may reignite.

**Hazardous Combustion Products:** Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

**Special protective actions for firefighters:** For fires beyond the initial stage, emergency responders in the immediate hazard area should wear protective clothing. When the potential chemical hazard is unknown, in enclosed or confined spaces, a self contained breathing apparatus should be worn. In addition, wear other appropriate protective equipment as conditions warrant (see Section 8).

Isolate the hazard area and deny entry to unnecessary and unprotected personnel. Stop spill/release if it can be done safely. If this cannot be done, allow fire to burn. Move undamaged containers from immediate hazard area if it can be done safely Stay away from ends of container. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Cool equipment exposed to fire with water, if it can be done safely.

See Section 9 for Flammable Properties including Flash Point and Flammable (Explosive) Limits

#### SECTION 6: Accidental release measures

Personal precautions, protective equipment and emergency procedures: Extremely flammable Spillages of liquid product will create a fire hazard and may form an explosive atmosphere. Keep all sources of ignition and hot metal surfaces away from spill/release if safe to do so. The use of explosion-proof electrical equipment is recommended. Beware of accumulation of gas in low areas or contained areas, where explosive concentrations may occur. Prevent from entering drains or any place where accumulation may occur. Ventilate area and allow to evaporate. Stay upwind and away from spill/release. Avoid direct contact with material. For large spillages, notify persons down wind of the spill/release, isolate immediate hazard area and keep unauthorized personnel out. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). See Sections 2 and 7 for additional information on hazards and precautionary measures.

**Environmental Precautions:** Stop and contain spill/release if it can be done safely. Water spray may be useful in minimizing or dispersing vapors. If spill occurs on water notify appropriate authorities and advise shipping of any hazard.

Methods and material for containment and cleaning up: Notify relevant authorities in accordance with all applicable regulations.

Recommended measures are based on the most likely spillage scenarios for this material; however local conditions and regulations may influence or limit the choice of appropriate actions to be taken.

# SECTION 7: Handling and storage

Precautions for safe handling: Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Take precautionary measures against static discharge. Use good personal hygiene practices and wear appropriate personal protective equipment (see section 8). Extremely Flammable. Contents under pressure Gas can accumulate in confined spaces and limit oxygen available for breathing. Use only with adequate ventilation The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Electrostatic charge may accumulate and create a hazardous condition when handling or processing this material. To avoid fire or explosion, dissipate static electricity during transfer by grounding and bonding containers and equipment before transferring material. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Cold burns may occur during filling operations. Containers and delivery lines may become cold enough to present cold burn hazard.

Propane and odorant are heavier than air and will collect and pool along the ground or floor. Odorant, therefore, may not be detectable above the location of propane storage or service (for example, odorant in propane released or leaked into the basement of a dwelling may not be detected above the basement).

WARNING - The intensity of the odorant may fade over prolonged storage or in the presence of rust, when placed initially in new or freshly-cleaned storage vessels, or when exposed to masonry.

Conditions for safe storage: Keep container(s) tightly closed and properly labeled. Use and store this material in cool, dry, well-ventilated areas away from heat, direct sunlight, hot metal surfaces, and all sources of ignition. Store only in approved containers. Post area "No Smoking or Open Flame." Keep away from any incompatible material (see Section 10). Protect container(s) against physical damage. Outdoor or detached storage is preferred. Indoor storage should meet OSHA standards and appropriate fire codes.

"Empty" containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. Avoid exposing any part of a compressed-gas cylinder to temperatures above 125F(51.6C). Gas cylinders should be stored outdoors or in well ventilated storerooms at no lower than ground level and should be quickly removable in an emergency.

### SECTION 8: Exposure controls/personal protection

Chemical Name	ACGIH	OSHA	Other
Propane		TWA: 1000 ppm	===
		TWA: 1800 mg/m <sup>3</sup>	
Propene	TWA: 500 ppm		<del></del>
Butane	STEL: 1000 ppm	dentité de la constitución de la	
Isobutane	STEL: 1000 ppm	State Management	

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information.

Engineering controls: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits, additional engineering controls may be required.

**Eye/Face Protection:** The use of eye protection (such as splash goggles) that meets or exceeds ANSI Z.87.1 is recommended when there is potential liquid contact to the eye. Depending on conditions of use, a face shield may be necessary.

Skin/Hand Protection: Wear thermal insulating gloves and face shield or eye protection when working with materials that present thermal hazards (hot or cold).

Respiratory Protection: A NIOSH approved, self-contained breathing apparatus (SCBA) or equivalent operated in a pressure demand or other positive pressure mode should be used in situations of oxygen deficiency (oxygen content less than 19.5 percent), unknown exposure concentrations, or situations that are immediately dangerous to life or health (IDLH).

A respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed whenever workplace conditions warrant a respirator's use.

Suggestions provided in this section for exposure control and specific types of protective equipment are based on readily available information. Users should consult with the specific manufacturer to confirm the performance of their protective equipment. Specific situations may require consultation with industrial hygiene, safety, or engineering professionals.

### SECTION 9: Physical and chemical properties

Note: Unless otherwise stated, values are determined at 20°C (68°F) and 760 mm Hg (1 atm). Data represent typical values and are not intended to be specifications.

Appearance: Colorless
Physical Form: Liquefied Gas

Odor: No distinct odor (or skunk, rotten egg or

garlic if odorant added)

Odor Threshold: No data

pH: Not applicable

Vapor Density (air=1): >1
Upper Explosive Limits (vol % in air): 9.5
Lower Explosive Limits (vol % in air): 2.1

Evaporation Rate (nBuAc=1): >1 Particle Size: Not applicable Percent Volatile: 100%

Flammability (solid, gas): Extremely Flammable

Flash Point: -156 °F / -104 °C

Test Method: Tag Closed Cup (TCC), ASTM D56 Initial Boiling Point/Range: -44 °F / -42 °C

Vapor Pressure: 208 psia (Reid VP) @ 100°F / 37.8°C Partition Coefficient (n-octanol/water) (Kow): No data

Melting/Freezing Point: -309 °F / -189 °C Auto-ignition Temperature: 842 °F / 450 °C

Decomposition Temperature: No data

Specific Gravity (water=1): 0.50-0.51 @ 60°F (15.6°C)

Bulk Density: No data Viscosity: No data

Solubility in Water: Negligible

# SECTION 10: Stability and reactivity

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Reactivity: Not chemically reactive.

Chemical stability: Stable under normal ambient and anticipated conditions of use.

Possibility of hazardous reactions: Hazardous reactions not anticipated.

Conditions to avoid: Avoid all possible sources of ignition. Heat will increase pressure in the storage tank.

Incompatible materials: Avoid contact with acids, aluminum chloride, chlorine, chlorine dioxide, halogens and oxidizing agents

Hazardous decomposition products: Not anticipated under normal conditions of use.

### SECTION 11: Toxicological information

#### Information on Toxicological Effects

#### Substance / Mixture

Acute Toxicity	Hazard	Additional Information	LC50/LD50 Data
Inhalation	Unlikely to be harmful	Simple Asphyxiant. May displace oxygen and cause rapid suffocation. See section 4 for more information.	> 20,000 ppm
Dermal	Skin absorption is not anticipated		Not Applicable
Oral	Ingestion is not anticipated		Not Applicable

Aspiration Hazard: Not applicable

Skin Corrosion/Irritation: Not expected to be irritating. Contact with the liquefied or pressurized gas may cause frostbite ("cold" burn).

Serious Eye Damage/Irritation: Not expected to be irritating. Contact with the liquefied or pressurized gas may cause momentary freezing followed by swelling and eye damage.

Skin Sensitization: Skin contact is not anticipated.

**Respiratory Sensitization:** Not expected to be a respiratory sensitizer.

Specific Target Organ Toxicity (Single Exposure): Not expected to cause organ effects from single exposure.

Specific Target Organ Toxicity (Repeated Exposure): Not expected to cause organ effects from repeated exposure.

Carcinogenicity: Not expected to cause cancer.

Germ Cell Mutagenicity: Not expected to cause heritable genetic effects.

Reproductive Toxicity: Not expected to cause reproductive toxicity.

Other Comments: High concentrations may reduce the amount of oxygen available for breathing, especially in confined spaces. Hypoxia (inadequate oxygen) during pregnancy may have adverse effects on the developing fetus. The odorant, ethyl mercaptan, can be irritating to the eyes, skin and respiratory tract. At high concentrations, a person can temporarily lose the ability to smell ethyl mercaptan. In addition, some individuals may have an impaired sense of smell, which inhibits the detection of the odorant.

### Information on Toxicological Effects of Components

#### Propane

Reproductive Toxicity: No adverse reproductive or developmental effects were observed in rats exposed to propane; no observed adverse effect level = 12.000 ppm.

Target Organ(s): No systemic or neurotoxic effects were noted in rats exposed to concentrations of propane as high as 12,000 ppm for 28 days.

**Butane** 

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Reproductive Toxicity: No adverse reproductive or developmental effects were observed in rats exposed to butane; no observed adverse effect level = 12,000 ppm.

Target Organ(s): No systemic or neurotoxic effects were noted in rats exposed to concentrations of butane as high as 9,000 ppm for 28 days.

Isobutane

Reproductive Toxicity: No adverse developmental effects were observed in rats exposed to concentrations of isobutane as high as 9000 ppm. Fertility and mating indices may have been affected at 9000 ppm but no effects were observed at 3000 ppm (NOAEL).

Target Organ(s): No systemic or neurotoxic effects were noted in rats exposed to concentrations of isobutane as high as 9,000 ppm for 28 days.

### SECTION 12: Ecological information

# GHS Classification:

No classified hazards

**Toxicity:** Petroleum gases will readily evaporate from the surface and would not be expected to have significant adverse effects in the aquatic environment.

**Persistence and Degradability:** The hydrocarbons in this material are expected to be inherently biodegradable. In practice, hydrocarbon gases are not likely to remain in solution long enough for biodegradation to be a significant loss process. Hydrogen sulfide, if present in refinery gas streams, will be rapidly oxidized in water and insoluble sulfides precipitated from water when metallic radicals are present.

Bioaccumulative Potential: Since the log Kow values measured for refinery gas constituents are below 3, they are not regarded as having the potential to bioaccumulate.

**Mobility in Soil:** Due to the extreme volatility of petroleum gases, air is the only environmental compartment in which they will be found. In air, these hydrocarbons undergo photodegradation by reaction with hydroxyl radicals with half-lives ranging from 3.2 days for n-butane to 7 days for propane.

Other adverse effects: None anticipated.

# SECTION 13: Disposal considerations

This material is a gas and would not typically be managed as a waste.

#### SECTION 14: Transport information

#### U.S. Department of Transportation

(DOT)

UN Number: UN1978

**UN proper shipping name:** Propane, **Transport hazard class(es):** 2.1

Packing Group: None

Environmental Hazards: This product does not meet the DOT/UN/IMDG/IMO criteria of a marine pollutant

Special precautions for user: For domestic transportation only, UN1075 may be substituted for the UN number shown as long as the substitution is consistent on package markings, shipping papers, and emergency response information. See 49 CFR 172.102 Special Provision 19.

Containers of NON-ODORIZED liquefied petroleum gas must be marked either NON-ODORIZED or NOT ODORIZED as of September 30, 2006, [49 CFR 172.301(f), 326(d), 330(c) and 338(e)]

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code: Not applicable

### SECTION 15: Regulatory information

#### CERCLA/SARA - Section 302 Extremely Hazardous Substances and TPQs (in pounds):

This material does not contain any chemicals subject to the reporting requirements of SARA 302 and 40 CFR 372.

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Acute Health Hazard:

Yes

Chronic Health Hazard:

No

Fire Hazard:

Yes

Pressure Hazard:

ves

Reactive Hazard:

Nο

#### CERCLA/SARA - Section 313 and 40 CFR 372:

This material contains the following chemicals subject to the reporting requirements of Section 313 of SARA Title III and 40 CFR

Chemical Name	Concentration <sup>1</sup>	de minimis
Propene	<20	1.0%

#### **EPA (CERCLA) Reportable Quantity (in pounds):**

EPA's Petroleum Exclusion applies to this material - (CERCLA 101(14)).

#### California Proposition 65:

WARNING: Chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are created by the combustion of propane.

#### Canada:

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the Regulations.

#### International Inventories

All components are either listed on the US TSCA Inventory, or are not regulated under TSCA. All components are either on the DSL, or are exempt from DSL listing requirements.

U.S. Export Control Classification Number: EAR99

#### SECTION 16: Other information

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#### Revised Sections or Basis for Revision:

Identified Hazards (Section 2)

#### **Guide to Abbreviations:**

ACGIH = American Conference of Governmental Industrial Hygienists; CASRN = Chemical Abstracts Service Registry Number; CEILING = Ceiling Limit (15 minutes); CERCLA = The Comprehensive Environmental Response, Compensation, and Liability Act; EPA = Environmental Protection Agency; GHS = Globally Harmonized System; IARC = International Agency for Research on Cancer; INSHT = National Institute for Health and Safety at Work; IOPC = International Oil Pollution Compensation; LEL = Lower Explosive Limit; NE = Not Established; NFPA = National Fire Protection Association; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit (OSHA); SARA = Superfund Amendments and Reauthorization Act; STEL = Short Term Exposure Limit (15 minutes); TLV = Threshold Limit Value (ACGIH); TWA = Time Weighted Average (8 hours); UEL = Upper Explosive Limit; WHMIS = Worker Hazardous Materials Information System (Canada)

#### Disclaimer of Expressed and implied Warranties:

The information presented in this Safety Data Sheet is based on data believed to be accurate as of the date this Safety Data Sheet was prepared. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IS EXPRESSED OR IS TO BE IMPLIED REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ABOVE, THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION OR THE PRODUCT, THE SAFETY OF THIS PRODUCT, OR THE HAZARDS RELATED TO ITS USE. No responsibility is assumed for any damage or injury resulting from abnormal use or from any failure to adhere to recommended practices. The information provided above, and the product, are furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of their use. In addition, no authorization is given nor implied to practice any patented invention without a license.