

Terms and Conditions

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of SJF. SJF may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS. SJF must give the Customer 30 days notice before the next meter read prior to the assignment of this Agreement to another service provider. Upon any such assignment, Customer agrees that SJF shall have no further obligations here under.

Information Release Authorization. Customer authorizes SJF to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by SJF to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to SJF. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to SJF or by calling SJF at 1.877.753.8351. SJF reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by SJF to Customer are governed by the terms and conditions of this Agreement. SJF will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting SJF at 1.877.753.8351 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. For inquiries and information regarding ESCOs and the competitive retail energy market you may contact the New York State Department of Public Service's toll-free retail access number- 1(888)697-7728.

Cancellation. Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting SJF at 1.877.753.8351 or in writing. If cancellation is not requested within 15 days of the next meter read, the Customer may request a special meter read which is typically subject to a service charge. Customer is liable for all SJF charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

Agency. Customer hereby appoints SJF as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which for gas shall be a location outside the State of New York, which shall constitute the point at which title transfers and the sale occurs hereunder. SJF will arrange for transportation to the appropriate City Gate of the LDU. SJF will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and SJF makes no representations or warranties other than those expressly set forth in this Agreement, and SJF expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. SJF will make commercially reasonable efforts to provide natural gas hereunder but SJF does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of SJF ("Force Majeure Events") may result in interruptions in service. SJF will not be liable for any such interruptions caused by a Force Majeure Event, and SJF is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its natural gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond SJF 's control.

Liability. The remedy in any claim or suit by Customer against SJF will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either SJF or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Contact Information. Customer may contact SJF's Customer Service Center at 1.877.753.8351 Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to SJF at: SJF, 601 Union Street, Brooklyn, N. Y. 11215. For inquiries and information regarding ESCOs and the competitive retail energy market can contact the New York State Department of Public Service's toll-free retail access number- 1(888)697-7728.

Dispute Resolution. In the event of a billing dispute or disagreement involving SJF's service, Customer should contact SJF's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or natural gas in New York State. The DPS Office of Consumer Services can be reached in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on SJF's net income, shall be paid by Customer, and Customer agrees to indemnify SJF and hold SJF harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Amendments and Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby SJF is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion SJF shall have the right to cancel this Agreement on 15 days' notice to Customer. SJF may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Any change to this Agreement, other than the open price provision, shall require the Customer's affirmative consent, documented under one of the three methods specified in the Uniform Business Practices (telephonic, electronic or written).

Emergency Service. In the event of a natural gas leak, service interruption or other emergency, Customer should immediately call the LDU at for Con Edison 1-800-75CONED, for KeySpan at 1.800.490.0045, and emergency personnel. Customer should then call SJF at: 1.877.753.8351

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.