



83 Old Ridgefield Rd Wilton, CT 06897
(O) 888-98-POWER (888-987-6937) (F) 203-957-3831

General Terms & Conditions

CANCELLATION AND CANCELLATION FEES. You may cancel this Agreement at any time for any reason by providing notice to ABest by calling ABest at (888) 987-6937 or emailing ABest at info@ABestpower.com; provided, however, that you shall remain obligated to pay for all gas or electric service provided to you prior to such.

PRICE. You will be billed and will pay ABest for gas and/or electricity based on your consumption information that ABest receives from your gas and/or electric utility ("Billing Quantity"). If you are receiving a variable price product the Variable price shall be calculated monthly at ABest's discretion to reflect the cost of electricity obtained from all sources (including energy, capacity, and ancillaries), market conditions in any or all of the PJM, NEISO, MISO, and NYISO territories, other market-related factors, all applicable taxes, fees, charges and other assessments, plus ABest's costs, expenses, and margins. You are also responsible for paying all applicable taxes. If you are tax exempt, you must furnish ABest an exemption certificate before your service commences.

TERM. Your service with Abest will begin on the first available meter read after agreeing to receive your service from Abest. It will continue until such a time that you elect to no longer have Abest provide you your electricity needs. The service provided by Abest will continue until the next meter read date after electing to terminate service. All billing will continue the same through your local utility provider. There is no termination fee under this agreement.

AGENCY - Gas - You hereby designate ABest as your agent to: (a) enter into, arrange and/or administer contracts and service arrangements with your utility, and with the interstate pipeline(s) for the transportation (including capacity release, re-release and recall arrangements) of your gas; (b) nominate and schedule with the interstate pipeline(s) the transportation of your gas from the Sales Point(s) to the Delivery Point(s), and with your utility for the transportation of your gas from the Delivery Point(s) to your premises; and (c) aggregate your gas with the gas supplies of ABest's other customers in order for ABest to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, ABest will schedule the delivery of a quantity of gas at the Sales Point(s) necessary to meet your city gate requirements based on the consumption and other information that ABest receives from your utility. The Sales Point(s) for gas will be a point or points located outside of New York State selected from time to time by ABest to assure service reliability. The Delivery Point(s) for gas transported by interstate pipelines will be the city gate station(s) of your utility. ABest agrees to transport or arrange for the transportation of gas to the Sales Point(s). ABest, as your agent, will arrange for the transportation of the gas from the Sales Point(s) to the Delivery Point(s), and from the Delivery Point(s) to your premises. You will receive a single bill from your utility that will include charges for the utility's transportation of gas from the Delivery Point(s) to your meter(s), your purchase of gas from ABest, and other applicable charges.

AGENCY - Electricity - You hereby designate ABest as your agent for the purpose of arranging, contracting for, and administering transmission services, including those provided by your utility for the delivery of electricity. The Sales Point(s) for electricity will be at one or more points on the NYISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by ABest to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which ABest, as your agent, has arranged for the delivery of electricity to you or to a third party (such as your utility) NY Com TC V1 20130506 for your account. You will receive a single bill from your utility that will include charges for the utility's delivery of electricity from the Delivery Point(s) to your meter(s), your purchase of electricity from ABest, and other applicable charges.

BILL PAYMENT, LATE PAYMENT FEES, AND TERMINATION. You will receive a single bill from your utility. Payment is due on receipt of the bill. You shall pay ABest a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by ABest within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. If you fail to remit payment when due, ABest may, after providing you with 15 days' written notice, terminate this Agreement. In addition, failure to make full payment of ABest charges due on any bill may be grounds for disconnection of service by your utility to the extent permitted under the rules and regulations of the New York Public Service Commission ("Commission").

TITLE, RISK OF LOSS, ETC. Buyer and ABest agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from ABest to Buyer at the Sales Point(s).

CONSUMER PROTECTIONS AND DISPUTE RESOLUTION. Consumer protections are provided to Buyer under the New York State Department of Public Service Commission's rules, regulations and orders. ABest will attempt in good faith to resolve any dispute arising under this Agreement. You can contact ABest by telephone at (844) 277-7517, email at customercare@ABestenergy.com, or mail at ABest Power & Gas LLC 200 Connecticut Ave 2nd Floor Norwalk, CT 06854 with any questions or disputes regarding ABest's service under this Agreement. If the parties cannot resolve the dispute within 45



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days, either party may avail itself of all remedies available under law or equity. In addition, you may contact the Commission's Department of Public Service ("DPS"). The DPS will not resolve non-residential disputes; however, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies and an excessive number of complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. You may reach the DPS by phone at (800) 342-3377, by mail at New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through the DPS website at: www.dps.ny.gov. If you have a dispute with ABest or are pursuing other legal remedies, you still must pay your bill in full, except for the specific disputed amount, during the pendency of such dispute or action. You may also request information from the DPS at the contact information above or by calling the Commission's ESCO Hotline at (888) 697-7728. **LIMITATION OF LIABILITY. NEITHER BUYER NOR ABEST WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, DAMAGES.**

INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT. FORCE MAJEURE. Neither Buyer nor ABest will be liable for a breach of this Agreement if such breach is due to a Force Majeure Event. A Force Majeure Event means a material, unavoidable occurrence beyond a party's control, including fire, acts of God or public enemy, government restraint or order, an extraordinary weather event, labor strike, lockout or industrial disturbance, act of terrorism, war, flood, explosion, the unavailability for any reason of local, intrastate, or interstate electric or gas transportation systems, and other events that cannot be prevented or overcome by the ordinary due diligence of the affected party. A Force Majeure Event does not include an inability to pay any amount owing pursuant to this Agreement. **NO WARRANTIES. ABEST MAKES NO WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAWS, ETC. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH NEW YORK STATE LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAWS.**

Change in Law or Regulatory Change. 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. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") that impacts the any term, condition or provision of this Agreement, including but not limited to price, ABest shall have the right to modify this Agreement to reflect such Regulatory Change by providing you with 30 days' written notice of such modification, and the customers expressed consent if solicited door to door. A fixed rate may be modified due to a subsequent change in law.

MISCELLANEOUS. You may not assign this Agreement without ABest's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. This Agreement can only be amended by a writing signed by all the parties hereto including price changes if solicited door to door. This Agreement is the entire understanding between Buyer and ABest with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. ABest may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company, or other entity in accordance with the Public Service Commission's rules and procedures, if any, governing such transactions.

EMERGENCIES. Your utility will continue to respond to leaks and emergencies. In the event of an energy emergency or service interruption, you should immediately call emergency personnel by dialing your utility at the following numbers: National Grid (NYC) (718) 643-4050; National Grid (Long Island) (800) 490-0045; National Grid (Upstate) (800) 892-2345; Con Edison (800) 752-6633; Orange & Rockland (800) 533-5325; Central Hudson Gas: (800) 942-8274, Electric: (845) 452-2700 or (800) 527-2714; National Fuel (800) 444-3130; NYSEG Gas: (800) 572-1121, Electricity: (800) 572-1131; RG&E Gas: (800) 743-1702, Electricity: (800) 743-1701.