

# *Elizabethtown Gas*

## Commercial Sales Agreement

**Seller:** Systrum Energy  
 1 Bergen Blvd.  
 Fairview, N.J. 07022  
 Tel: 1-877-797-8786

**Buyer:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone** \_\_\_\_\_

	<u>Service Address</u>	<u>Account number</u>	<u>Meter number</u>	<u>Utility</u>	<u>Rate class</u>
1					
2					
3					

**Term of Contract:** From: month To: month

**Contract Price:** There is no fixed contracted price. Systrum Energy's monthly price is based on the utility's price *minus* \$.04 cents per therm. The price, just like the utility, extends a few decimal places. You are also saving the 7% on the \$ .04 so the real net figure is \$ .0428/therm.

BUYER agrees to purchase from SELLER all of the natural gas requirements for the accounts listed above at the pricing structure mentioned above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local utility.

SELLER will aggregate BUYER'S natural gas supply requirements with SELLER's natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with the local utility and to arrange for the transportation of BUYER'S gas from the sales point to the delivery point.

By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse.

For: Systrum Energy  
 \_\_\_\_\_  
 SELLER

For \_\_\_\_\_  
 \_\_\_\_\_  
 BUYER'S NAME

By: \_\_\_\_\_  
 \_\_\_\_\_  
*Dominick Tullo*  
 \_\_\_\_\_  
**President**  
 \_\_\_\_\_  
 TITLE

By: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 BUYER'S SIGNATURE  
 \_\_\_\_\_  
 TITLE

# General Terms and Conditions

## New Jersey License # GSL-0085

**Term:** This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent month-to-month periods (Subsequent Term), unless terminated by either Party upon written notice. At no time will there be any fee or penalty for switching to a third party supplier or returning back to the original supplier that you presently use. Residential customers may cancel this Agreement within fourteen (14) days of the signing this agreement by notifying SELLER, in writing, at 1 Bergen Blvd., Fairview, N.J. 07022, or by telephone at 1-877-SYSTRUM (797-8786). In the event of death, disability or relocation, residential customers may cancel this Agreement with a 48-hour notice without penalty.

**Payment:** SELLER will bill BUYER for the gas that SELLER receives from the utility. Payment is due according to the utility's terms. Systrum Energy co-bills so our commodity portion of the bill is on the utility's bill and they remit our proceeds to us. All legal fees associated with the collection of an unpaid balance will be due from the customer.

**Consumer Protection:** For residential customers, the services provided by SELLER are protected by the terms and conditions of this agreement and the all rights afforded to BUYER by the NJBPU's Division of Customer Assistance. You may obtain additional information by contacting SELLER at 201-945-5300 or by calling the Division of Customer Assistance at 1-800-624-0241 or through its website at <http://www.state.nj.us/bpu>. The NJBPU monitors complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New Jersey.

**Title:** BUYER and SELLER agree that title and risk of loss of the gas sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

**Transportation:** The utility agrees to transport gas to the sales point(s). The utility will arrange for transportation from the sales point(s) to the delivery point(s). The transportation fee is exactly the same as all customers pay currently which is paid to the utility. The utility is fully responsible for the transportation.

**Taxes and Laws:** BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services. The SELLER is responsible to remit all sales taxes to the state in a timely basis.

**Emergency Service:** In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility .

**Disputes:** In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For residential customers, the dispute may be submitted by either party to the Division of Customer Assistance pursuant to its complaint handling procedures.

For Non Residential customers, the NJBPU will not resolve their disputes. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending.

**Liability:** In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

**Force Majeure:** Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

**Severance:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**No Warranties:** Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**Delay or Failure to Exercise Rights:** No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

**Assignment:** The BUYER may not assign this agreement without the Seller's written consent. This agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New Jersey State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, 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 NJBPU rules and procedures, if any, governing such transactions but will notify all customers prior to such event.

**Entire Agreement:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.