

# NJ General Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between Polaris Power Services, LLC (“Polaris or “Seller”), an energy supplier licensed by the New Jersey Board of Public Utilities; and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity and/or natural gas supply service and begin enrollment with Polaris (the “Contract” and/or “Agreement”), which includes the Third Party Contract Summary and these Terms and Conditions. You agree to purchase electric and/or natural gas service from Polaris for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Third-Party Contract Summary and these Terms and Conditions of this Agreement, Polaris agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric and/or natural gas supply, as estimated by Polaris, necessary to meet Customer’s requirements based upon consumption data obtained by Polaris or the delivery schedule of the Local Distribution Company (the “LDC” or “utility”). The amount of electric and/or natural gas delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Polaris or the LDC’s delivery schedule. The LDC will continue to deliver the electric and/or natural gas supplied by Polaris. For residential customers, there is no charge for starting or stopping electric generation service and/or natural gas supply service, if done within the terms of this Agreement. Polaris reserves the right to assess early termination fees for Customer’s failure to adhere to this Agreement as outlined in Section 7 below.

**2. PRICE:** The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees and is inclusive of New Jersey Sales Use and Tax. Polaris will invoice Customer monthly for energy delivered under this Agreement, as measured by the LDC, and Customer will see cost reflected in the consolidated bill it receives from its utility.

**Price – Variable Rate:** For variable monthly rate service, the price shall reflect each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Polaris’ discretion, plus all applicable taxes, fees, charges or other assessments and Polaris’ costs, expenses and margins; This Agreement does not include utility charges. There is no limit on how much the price may change from one billing cycle to the next.

**Price – Green Variable Rate:** : For green variable monthly rate service, the price shall reflect each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), REC’s, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by Polaris’ discretion, plus all applicable taxes, fees, charges or other assessments and Polaris’ costs, expenses and margins; This Agreement does not include utility charges. There is no limit on how much the price may change from one billing cycle to the next.

**Environmental Characteristics & Renewable Energy Information:** If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable in New Jersey. The applicable generation resource mix and environmental characteristics of the electric supply sold by Polaris is available at [www.polarispowerservices.com](http://www.polarispowerservices.com).

**Swing Provision:** For fixed price service, unless otherwise agreed upon in writing, if usage in any month exceeds the level of usage in the same month in the previous year (“Base Load”) by (if applicable, per your chosen plan) % or more, customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by (if applicable, per your chosen plan) % or more below the Base Load, the Customer will be charged the Fixed Price for all usage and shall be charged for hedging, cash out costs, settlement and/or balancing costs related to the positive difference between the Base Load and actual consumption (“True Up”). The True Up will be billed to the customer in either the form of a blended rate on the customer’s future LDC invoice or as a separate invoice from Polaris.

**3. TERM:** This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Polaris is deemed effective by the LDC and shall continue for the term set forth in the Third-Party Contract Summary (the “Initial Term”). See also Section 6 below.

**4. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Polaris incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

**5. RESCISSION AND TERMINATION BY CUSTOMER:** Residential Customers will receive a confirmation notice of its choice of supplier and residential Customer will have seven (7) calendar days from the date of the confirmation notice to contact its LDC to rescind this Agreement. This Agreement shall not be legally binding upon the residential Customer until the seven (7) day confirmation period has

expired, and the residential Customer has not, directly or indirectly, rescinded his or her Agreement. After the expiration of the rescission period, there is no early termination fee for cancelling variable price service. Polaris reserves the right to rescind Matrix-Priced contracts at any time.

**6. RENEWAL:** Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms. When receiving service on a month-to-month basis, the Customer may provide written notice of termination at [info@polarispwr.com](mailto:info@polarispwr.com) or call Polaris at **1- 866-362-9800** or call their LDC to be returned to the LDC for further service.

**7. TERMINATION BY POLARIS:** During the Initial Term, Polaris reserves the right to terminate this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. Customer will be provided a period of ten (10) calendar days prior to the expiration of the above thirty-day notice, to remedy any situation, nonetheless, Polaris reserves the right to terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. In addition to any other remedies it may have, Polaris may terminate this Agreement if Customer fails to pay each invoice in full within twenty (20) days of the invoice date, upon thirty (30) days written notice to Customer. Residential customers may terminate this Agreement within 48 hours of notice without penalty, as a result of relocation within or outside of the LDC's franchise area, disability that renders the Customer of record unable to pay for Polaris' service and/or the Customer of record's death. Polaris reserves the right to rescind Matrix-Priced contracts at any time.

**8. EFFECT OF TERMINATION:** If Polaris terminates this Agreement early, Customer will be returned to the LDC unless Customer selects a different third-party supplier. The effective termination date will be on the next applicable meter read date.

**9. CANCELLATION:** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to two (2) billing cycles for Customer to return to the LDC for commodity supply service, and Customer is liable for all Polaris charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trueed-up when the final meter reading is provided. Polaris has the right to rescind Matrix-Priced contracts at any time. The signer has authorization to bind the members of the association into this contract and each member is fully responsible for their obligations on this contract.

**10. BILLING:** Customer may receive a single bill for both commodity and delivery costs from either Polaris or the LDC, or each of the LDC and Polaris may invoice Customer separately. If Polaris bills Customer directly, payment is due within 30 days. If Customer's LDC invoices Customer, payment is due by due date outlined on Customer's invoice. Late payments to Polaris will incur a monthly interest rate of 1.5%. A \$35 fee will be charged for all returned payments. Polaris does not offer budget billing services.

**11. AGENCY:** For electric customers, Customer hereby designates Polaris as agent to; (a) arrange and administer contracts and service agreements between Customer and Polaris and those entities including the PJM Regional Transmission Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Polaris, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Polaris load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**12. DELIVERY POINT, TITLE, AND TAXES:** Customer and Polaris agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by Polaris under this Agreement will transfer from Polaris to Customer at the Sales Point(s).

**13. WARRANTY:** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Polaris. Polaris makes no representations or warranties other than those expressly set forth in this Agreement, and Polaris expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**14. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's LDC or Polaris' transportation capacity, or Customer's LDC appropriation of electric and/or natural gas, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric and/or natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**15. LIABILITY:** The sole remedy in any claim or suit by Customer against Polaris will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER POLARIS 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.

**16. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.

**17. DISPUTE RESOLUTION:** In the event of a billing dispute or a disagreement involving Polaris' service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Polaris by telephone or in writing as provided above. If after communication with Polaris, Customer is not satisfied, Customer may contact the New Jersey Board of Public Utilities at 1-800-624-0241 to request an alternate dispute resolution procedure or to file a formal complaint.

**18. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of Polaris. Polaris 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 as authorized by the New Jersey Board of Public Utilities.

**19. TELEPHONIC COMMUNICATION:** You agree that by accepting this Agreement and providing to Polaris, its affiliates and/or assigns, your phone number, which can include a landline and/or mobile number, Polaris, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information.

**20. INFORMATION RELEASE AUTHORIZATION:** Customer authorizes Polaris to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer 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 Polaris 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 Polaris. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Polaris or calling Polaris at 1-866-362-9800. Polaris reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**21. CONTACT INFORMATION:** Customer may contact Polaris Service Contact Center at **1-866-362-9800**, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Polaris Power Services, 65 Ramapo Valley Rd, Suite 103, Mahwah, NJ 07430-1135 or [info@polarispwr.com](mailto:info@polarispwr.com).

You may also contact the New Jersey Board's Division of Consumer Relations at: 1-800-624-0241.

**22. EMERGENCY SERVICE:** In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Atlantic City Electric	1-800-642-3780	Jersey Central Power & Light	1-800-622-3115
Public Service Electric & Gas	1-800-880-7734	Rockland Electric	1-877-434-4100

**23. 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 Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

**24. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**25. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Polaris.

**26. FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

**27. ICAP & LOAD FACTOR CHANGES:** Polaris reserves the right to reprice or rescind Matrix-Priced contracts at any time, including, but not limited to, changes in the customer's ICAP and load factor values.