



580 Sylvan Ave, Suite 2J, Englewood Cliffs, NJ 07632
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

Terms and Conditions

Astral Energy™ LLC ("Astral") is a state licensed supplier of natural gas and/or electricity. Astral's gas supplier license number is GSL-0104. Astral's electric supplier license number is ESL-0125.

Astral will set the prices for natural gas and/or electric supply service that you pay. Astral agrees to sell natural gas and/or electric supply service to the customer for the price and upon the terms and/or conditions set forth in this Sales Agreement ("Agreement"). The customer agrees to receive and pay for supply services from Astral in accordance with this Agreement. The customer understands that the price charged by Astral for supply services under this Agreement is the commodity price for energy, including the New Jersey sales and use tax, and does not include any other applicable taxes, utility charges, or other utility fees or charges. The stated billing plan prices are non-inclusive of pipeline transportation, transmission and generation fees, along with associated tariffs, capacity, line loss, congestion, balancing fees from the Local Distribution Company (LDC) and certain local Independent System Operator (ISO), or Regional Trading Organization (RTO) fees. The price for natural gas and/or electric supply services are not regulated by the State Regulatory Agency. The State Regulatory Agency regulates the distribution services and charges provided by the customer's existing local utility company, hereafter collectively referred to as the Local Distribution Company ("LDC"). This Agreement authorizes Astral to change the customer's current natural gas and/or electric supplier in the territory of their LDC. Astral will supply the energy to the LDC, based on how much the customer consumes, and the LDC will then distribute (deliver) the natural gas and/or electricity to the customer's service location. The customer acknowledges that switching to Astral (or another competitive third party supplier) is not mandatory, and that the customer has the option of remaining with their LDC for basic supply service. The customer is responsible for any early termination penalties from a previous and/or existing energy contract with another supplier.

Terms of Service

- 1. Term.** This Agreement shall take effect as of the date the customer's enrollment is accepted by the LDC, provided however, that this Agreement shall not take effect before the expiration of the customer's seven (7) day right of rescission period, as described in Section 4 below (the "Effective Date"). This Agreement will continue in effect on a month-to-month basis until this Agreement is cancelled by either party. Astral will begin furnishing the customer's natural gas and/or electric supply service on a date set by the LDC, which may take up to two (2) billing cycles after the customer initiates the switch to Astral. Regardless of the actual Effective Date of this Agreement, the customer will only be charged for natural gas and/or electric supply service under this Agreement once Astral has begun furnishing the supply of natural gas and/or electricity to the customer on the date set by the LDC.
- 2. Modifications or Amendments.** This Agreement may not be amended except by a written agreement signed by each party. In the event any portion of this Agreement is modified or changed without proper approval, the agreement is deemed invalid, void, or otherwise unenforceable by any proper legal entity, the remaining portion not affected shall remain in full force and enforced. Photocopies can be used as originals for all purposes.
- 3. Price.** The price shall each month reflect the wholesale cost of natural gas and/or electricity (commodity, line loss, storage, and conversion), transportation to the Delivery Point, and other market-related factors. The price charged may not always provide savings in relationship to the monthly price charged by the LDC. There are no early termination fees. Astral Energy does not guarantee any savings. If customer terminates this Agreement prior to the end of the term, there will be no early termination fee. There is no charge for starting or stopping natural gas and/or energy supply service, provided it is done within the terms of this Agreement.
- 4. Right of Rescission.** Upon executing this Agreement, the customer will receive a Confirmation Notice from the LDC that confirms their selection of Astral to serve as its retail energy supplier. Within seven (7) calendar days from the date of the Confirmation Notice, the customer will have the right to rescind this Agreement, without fees or penalties of any kind. The customer may exercise their right to rescind this Agreement within seven (7) calendar days from the date of the Confirmation by contacting Astral in writing at the address provided in section 16, or at Info@AstralEnergyLLC.com, or the LDC. Please provide your name, address, phone number, account number, and a statement that you are rescinding this Agreement under the terms of the seven (7) day right of rescission.

- 5. Termination by Customer.** The customer may cancel this Agreement at any time with 48 hours' notice without penalty by notifying the LDC or Astral in writing at the address provided in Section 16. Cancellation becomes effective upon the processing of the customer's cancellation request by the LDC, which may take one to two billing cycles. The customer shall be obligated to pay for the energy and related services provided pursuant to this Agreement prior to the date that such cancellation becomes effective, including applicable late fees, as per Section 8 below. The customer may also cancel this Agreement at any time with 48 hours' notice without penalty in the event the customer relocates within or without the LDC's franchise area, becomes disabled and is unable to pay for Astral's services, or dies, by notifying the LDC or Astral using the contact information in Section 16.
- 6. Termination by Astral.** Astral reserves the right to terminate service under this Agreement upon thirty (30) days' notice (a) for non-payment; (b) if the customer's LDC removes the customer's account from the LDC's consolidated billing program; (c) if the customer's LDC is unable to read the customer's meter for three (3) months in a row; or (d) upon any other material default of any of the customer's obligations under this Agreement, provided such default is not cured within thirty (30) days after the customer receives written notice of such default from Astral. In the event that service is terminated pursuant to this paragraph, the customer shall pay, upon being billed, any outstanding balance. Astral will notify both the customer and the customer's LDC of such action at least thirty (30) days prior to the effective date of termination and, unless the customer chooses another supplier, customer's energy will be provided by the customer's LDC under its standard tariff.
- Astral may terminate this Agreement without penalty, at any time, in whole or with respect to any particular account(s) covered by this Agreement, by providing the customer with 30 days' advance written notice of such termination ("Termination Notice"); provided, however, that Astral may not terminate this Agreement for customers due to nonpayment in cases where: (a) charges are in dispute, and the undisputed charges are paid; and (b) Astral and the customer agree to resolve the disputed charges within 30 days of the time that the customer has notified Astral that charges are in dispute. If Astral terminates this Agreement due to nonpayment of undisputed charges or other breach of this Agreement, the Termination Notice shall clearly state this reason and customer shall have thirty (30) days from receipt of the Termination Notice to remedy the breach, such as, for example, paying all outstanding charges due Astral for energy and related services provided pursuant to this Agreement prior to the date that such cancellation becomes effective.
- Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take additional time for Customer to return to the Local Distribution Company for commodity supply service, and Customer is liable for all Astral charges until Customer's switch to the Local Distribution Company or another Supplier is effective.
- 7. Amendment of Agreement by Astral.** From time to time, Astral may make non-material changes or amendments to the terms and conditions in this Agreement. Astral may also make any changes required by operation of law, which may include changing the price under this Agreement to reflect a change in the Sales and Use Tax or other State-mandated charge. If Astral makes any such changes to this Agreement, Astral will send a written notice at least 30 days prior to making such changes. The changes will automatically take effect unless the customer notifies Astral within 25 days after the date of Astral's written notice that customer wants to terminate this Agreement instead of accepting the changes.
- 8. Billing, Payment & Late Fees.** The customer will receive a single consolidated bill from the LDC that includes the LDC's charges and Astral's charges. The LDC will set the customer's payment due date and payment address. Bills not paid in full by the due date may incur a late payment fee on unpaid balances in accordance with the LDC's billing policies and procedures. The customer may check with the LDC about budget billing options offered by the LDC under consolidated billing. Upon the customer's nonpayment of a bill rendered by the LDC, the LDC may switch the customer from consolidated billing to dual billing, where the customer will receive one bill from the LDC for distribution and related charges and one bill from Astral for natural gas and/or electric supply service and related charges. Bills rendered by Astral under dual billing that are not paid in full by the due date may incur a late payment fee in the amount of 1.5% per month on all unpaid balances in accordance with Astral billing policies and procedures. Under dual billing, Astral will not offer budget billing options.
- 9. Dispute Procedures.** The customer may contact Astral at 888.850.1872, or via email at Info@AstralEnergyLLC.com, or by written mail at 580 Sylvan Ave. Suite 2J, Englewood Cliffs, NJ 07632 with any questions regarding Astral's terms of service. If the customer is not fully satisfied after discussing their terms with Astral, or if the dispute cannot be resolved within 45 days, the customer may contact the New Jersey Board of Public Utilities ("BPU") Division of Customer Assistance at 1-800-624-0241. The customer may also seek arbitration in accordance with the Rules of the American Arbitration Association ("AAA"), as set forth in Section 15 below.
- 10. Limitations on Warranty & Damages and Liability.** The customer understands and agrees that there are no warranties, either express or implied, associated with the supply of energy service provided by Astral. The remedy in

any claim or suit by Customer against Astral 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 Astral Energy LLC or Customer be liable for consequential, incidental, indirect, special or punitive damages, including but not limited to acts of God.

- 11. Emergency.** In the event of an emergency, such as a gas leak or power outage, the customer should contact their Local Distribution Company (Utility) utilizing the contact information in section 16.
- 12. Force Majeure.** Astral will not be responsible for supplying natural gas and/or electricity to the customer in the event of any cause or circumstances beyond its control such as events of Force Majeure. The term "Force Majeure" shall include, without limitation, strike, stoppage in labor, inability to obtain necessary materials, natural disasters, earthquakes, fire, floods, ice, lightning, storms, snow, rain, hurricanes, wind, invasion, war, terrorism, acts of God or public enemies, failure or malfunction of system facilities and unscheduled outage of generating units or transmission or pipeline facilities.
- 13. Information Release Authorization.** By entering into this Agreement, the customer authorizes Astral and their agents to obtain and review information regarding the customer's credit history from credit-reporting agencies and to obtain the customer's information from the LDC concerning the customer's account that includes, but is not limited to: billing history, payment history, account number, historical and future energy usage, meter readings and characteristics of the customer's natural gas and/or electricity service. The customer may rescind this authorization at any time by contacting Astral. Astral will not release the customer's confidential information without their consent.
- 14. Assignment.** The customer may not assign this Agreement, in whole or in part, or any of their rights or obligations without Astral's prior written consent. Astral reserves the right to assign this Agreement to another energy supplier or other entity as authorized by the State Regulatory Agency. Any required notice will be considered to have been made if mailed to the customer at the address in Astral's records for their account.
- 15. Agreement to Arbitrate.** Where a dispute cannot be resolved pursuant to Section 9, Astral and Customer agree that they may submit disputes arising under this Agreement, with the exception of disputes alleging criminal or statutory violations, to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"). An arbitrator will render a decision that the arbitrator considers to be fair; in doing so, the arbitrator is not required to apply legal principles. The arbitrator's decision will be final and binding on both the Customer and Astral, and judgment on the decision may be entered in any court having jurisdiction. This Agreement to Arbitrate affects important legal rights, including waiver of jury trial. Neither Customer nor Astral will be able to go to court for disputes that must be arbitrated in accordance with this Agreement. For residential customers, there is a \$200 administrative fee for arbitration to be paid for by the party bringing the dispute (and recoverable by the prevailing party subject to the discretion of the arbitrator), with all other administrative fees subject to allocation by an arbitrator in the award; all other costs will be covered by Astral, unless the customer, post-dispute, voluntarily elects to pay a portion of the arbitrator's compensation. Arbitrator compensation and administrative fees are subject to allocation by an arbitrator in the award. Further information about AAA arbitration may be obtained at www.adr.org by calling the AAA at 800.778.7879.

16. Contact Information.

Astral Energy, LLC
580 Sylvan Ave. Suite 2J
Englewood Cliffs, NJ 07632
Customer Service Contact: 888.850.1872
Info@AstralEnergyLLC.com

New Jersey Board of Public Utilities
44 S. Clinton Avenue
Trenton, NJ 08625
Customer Service Contact: 800.624.0241

Jersey Central Power & Light ("JCP&L")
Emergency Contact: 1.888.544.4877
Customer Service Contact: 1.800.662.3115

Public Service Electric & Gas ("PSE&G")
Emergency Contact: 1.800.436.7734
Customer Service Contact: 1.800.436.7734

New Jersey Natural Gas
Emergency Contact: 1.800.427.5325
Customer Service Contact: 1.800.221.0051

South Jersey Gas
Emergency Contact: 800.582.7060
Customer Service Contact: 888.766.9900

Atlantic City Electric
Emergency Contact: 800.833.7476
Customer Service Contact: 800.642.3780

Rockland Electric
Emergency Contact: 800.533.5325
Customer Service Contact: 1.877.434.4100