

# New York Residential & Small Business Electricity Supply (Fixed) Agreement

## General Terms & Conditions

- 1. RIGHT TO CANCEL:** You may cancel this Agreement within three (3) business days of your receipt of the Agreement by contacting ConEdison Solutions by telephone at 1-888-320-8991 or by email at [webinfo@conedsolutions.com](mailto:webinfo@conedsolutions.com). Any cancellation after the third business day will be subject to the provisions of Paragraph 8 below.
- 2. BILLING AND PAYMENT:** Your price under this Agreement will be a fixed price. In the event that you choose to renew this Agreement with ConEdison Solutions, your renewal price will be fixed and based on market conditions and the way your account uses energy. The renewal price could be higher or lower than the price you currently pay. Payment is due within twenty-five (25) days from the date on the invoice. Late payments or partial payment balances will be subject to a 1.5 % per month late fee, or the maximum rate allowable by law, whichever is less. Your bill will be based on monthly meter readings by your utility/Local Distribution Company (LDC). In the event that your LDC later adjusts its reading for any reason, we will make a similar adjustment. We can provide you with a budget-billing plan or payment agreement if you need one. You shall reimburse ConEdison Solutions for any collection fees we incur in collecting your outstanding invoices. If you are currently assessed a service charge, your service charge may continue through the term of this agreement.
- 3. DISPUTED INVOICES:** You shall notify your LDC in writing of any disputed bill, stating the reason for the dispute, within twenty (25) days of receiving the bill and pay the undisputed part of the bill.
- 4. TITLE AND TAXES:** Unless we notify you otherwise, title to the electricity sold hereunder will pass from us to you when it is delivered to your LDC. Prices set forth herein include transportation to your LDC. You shall be responsible for and shall reimburse ConEdison Solutions for any transfer, sales or other taxes and charges related to this transaction, however designated, imposed upon the transfer of title or the transporting or delivering of electricity, and such tax will be separately stated on your bill, unless, prior to execution of this Agreement, you have given us applicable, valid tax exemption certificates. Your price includes all applicable Gross Receipts Taxes. All other applicable taxes will be stated separately on your bill.
- 5. FORCE MAJEURE:** Except for your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" means occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or your LDC which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.
- 6. LIMITATION OF LIABILITY:** ConEdison Solutions' liability in connection with this Agreement shall in no event exceed the difference between the reasonable price of replacing any undelivered electricity and its price under this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

7. **NO WARRANTIES:** CONEDISON SOLUTIONS MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND CONEDISON SOLUTIONS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **TERM.** The initial term ("Term") of this Agreement will begin on the first meter read date after your LDC processes your enrollment request and will continue for the period set forth on the Agreement. After the initial Term, this Agreement will automatically renew. However, ConEdison Solutions may change your price after the initial Term to a new price only after providing notice to you at least 30 days, but not more than 60 days, prior to the end of your initial Term or then current renewal Term, as applicable. You will also receive an additional notice before issuance of the first bill under the terms of the Agreement as renewed, but not more than 10 days prior to the issuance of that bill. You may terminate the renewal Agreement without any early termination fees within 3 days of receiving the first bill.

9. **TERMINATION OF AGREEMENT BY CUSTOMER:** You may terminate this Agreement at any time, without penalty or termination fee, by calling ConEdison Solutions at 1-888-320-8991 or by emailing ConEdison Solutions at [webinfo@conedsolutions.com](mailto:webinfo@conedsolutions.com) or by sending a letter via regular mail to ConEdison Solutions, Attn: Contract Termination, 100 Summit Lake Drive, Valhalla, New York 10595. You may also terminate your ConEdison Solutions contract by signing up with another electricity provider or by contacting your LDC at the phone number within the provided table. If your notice of cancellation is not given at least 15 days prior to your next meter reading, you may request a special meter reading which is typically subject to a service charge. Upon termination, payment will be due to ConEdison Solutions for all outstanding charges (including any late payment fees) for electricity, prior to the effective date of the termination.

10. **TERMINATION OF AGREEMENT BY CONEDISON SOLUTIONS:** ConEdison Solutions reserves the right to terminate this Agreement at the end of any monthly term of this Agreement in the event of your non-payment. In the event that service is terminated pursuant to this Section, you shall pay, upon being billed, all outstanding balances and any other costs incurred by ConEdison Solutions. We will notify both you and your LDC of the termination of this Agreement at least 15 days prior to the effective date of termination.

11. **PRIVACY STATEMENT:** ConEdison Solutions will not give or sell your personal information to any unaffiliated party without your consent, unless we are required to do so by law, or it is necessary to protect our services, enforce our terms of service, or to prevent a violation of another party's rights. However, we may share your information with our agents so that they may perform services for us, and, if our business or any portion of our business is sold, or assigned to, or acquired by another

12. **GENERAL PROVISIONS:** This Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties; provided, however, that you may not assign this Agreement without our prior written consent, and any purported assignment without such consent shall be void. This agreement may be assigned by ConEdison Solutions to another licensed service provider upon no less than 30 days notice before the next meter reading in which such assignment will take effect. This Agreement sets forth the entire agreement between the parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. You may not modify the terms of this agreement. ConEdison Solutions may modify the terms of this agreement (other than price, as set forth in § 2) only with your affirmative consent via an executed agreement containing the modified terms or a recorded phone call or electronic signature indicating your acceptance of the modified terms. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion

shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without recourse to such state's choice of law rules, except that any dispute regarding the use of electronic signatures and records to form this Agreement shall be determined pursuant to the Electronic Records and Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both parties agree to comply with all such applicable laws, orders, rules and regulations.

13. **CUSTOMER COMPLAINTS OR DISPUTES:** Customers with complaints or disputes with ConEdison Solutions' service or invoices should contact our Customer Service Center at 1-888-320-8991. ConEdison Solutions will attempt to address any customer complaint within fifteen (15) days of its receipt. You may also contact your LDC at the phone number provided in the following table:

Local Distribution Company	Phone
Con Edison Company of New York	1-800-752-6633
New York State Electric & Gas	1-800-572-1111
National Grid	1-800-642-4272
Orange & Rockland Utilities	1-877-434-4100
Rochester Gas & Electric	1-800-743-2110

14. **NON-RESIDENTIAL CUSTOMER COMPLAINTS:** If a Non-Residential Customer complaint is not resolved within 60 days, Non-Residential Customers may also contact the New York State Department of Public Service (DPS) to address inquiries and information regarding ESCOs and the competitive retail energy market at 888-697-7728. The DPS monitors Non-Residential Customer complaints, but does not resolve these complaints. An excessive number of complaints may lead to action by the Public Service Commission. You may also pursue any legal remedies, including bringing a dispute to Small Claims Court, if it involves an amount within such court's jurisdiction.

15. **ENVIRONMENTAL INFORMATION DISCLOSURE:** Information regarding the product you are purchasing is available at [www.ConEdSolutions.com/ContentLabels.aspx](http://www.ConEdSolutions.com/ContentLabels.aspx). In the event that you are purchasing Green Power or Wind Power from ConEdison Solutions, Green-e Energy certifies the wind portion of the product purchased meets the minimum environmental and consumer standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-Green or log on to [www.green-e.org](http://www.green-e.org).

16. **RESIDENTIAL CUSTOMER COMPLAINTS:** If a Residential Customer complaint is not resolved within 60 days, residential customers may seek resolution from the New York State Department of Public Service (DPS) Office of Consumer Services or address inquiries and information regarding ESCOs and the competitive retail energy market at 888-697-7728. Residential customers may also contact the New York State DPS Office of Consumer Services by writing to them at 3 Empire State Plaza, Albany, New York 12223, or by calling 1-800-342-3377, or via the Internet at [www.dps.state.ny.us](http://www.dps.state.ny.us).

17. **GOVERNING LAW:** This Agreement will be governed by and construed in accordance with, the laws of the State of New York. This Agreement is subject to the Home Energy Fair Practices Act (HEFPA) for residential customers