

Terms and Conditions

Last updated: July 2, 2019

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the <https://novecenergysolutions.com> website (the “Service”) operated by NOVEC Energy Solutions (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

REPRESENTATION AND PRICE

NOVEC Energy Solutions, Inc., hereafter referred to as “NES,” agrees to act as your sole and exclusive natural gas supplier. You, hereafter referred to as “the customer,” authorize NES to: 1) obtain your historical usage data; 2) make nominations; 3) obtain your usage data throughout the term of this contract; 4) obtain customer utility credit and payment history; and 5) perform other duties necessary to meet your gas supply requirements. All gas supplied by NES shall meet the quality and heat content requirements of your current Utility.

PRICING

During the initial term of this contract, NES will supply gas at:

1. The Fixed Rate Plan includes the cost of natural gas commodity, transmission, and storage costs. The customer is also responsible for gross receipts taxes, sales taxes and any other taxes/charges imposed by governmental agencies or the utility. The rate that you pay towards the commodity portion of your bill will remain unchanged throughout your agreed contract period, unless otherwise changed by mutual agreement of both parties to this Agreement. However, the non-commodity costs (utility billing, balancing charges and applicable taxes) are subject to change without notification to the customer, whenever the Utility or taxing authorities change the rates charged to NES.
2. The Winter- Fixed Rate Plan includes the cost of natural gas commodity, transmission, and storage costs. The customer is also responsible for gross receipts taxes, sales taxes and any other taxes/charges imposed by governmental agencies or the utility. The rate you pay for the commodity portion of your bill is fixed as per

the agreed contract during the winter months (November thru March) and variable during summer months (April thru October). However, the non-commodity costs (utility billing, balancing charges and applicable taxes) are subject to change without notification to the customer, whenever the Utility or taxing authorities change the rates charged to NES.

1. Variable Rate Plan includes the cost of natural gas commodity, transmission, and storage costs. The customer is also responsible for gross receipts taxes, sales taxes and any other taxes/charges imposed by governmental agencies or the utility. The rate you pay for the commodity portion of your bill varies monthly throughout the agreed contract. However, the non-commodity costs (utility billing, balancing charges and applicable taxes) are subject to change without notification to the customer, whenever the Utility or taxing authorities change the rates charged to NES.

From time-to-time, the parties to this Agreement may mutually agree to alternate pricing. Such subsequent Agreement(s) will supersede the terms of this Agreement.

TERM OF AGREEMENT

The initial term of this Agreement is 12, 24 or 36 months (based on your selection at enrollment) starting upon the receipt and processing of your contract by the Utility. This 12, 24 or 36-month Agreement will automatically renew to the winter fixed rate program based on the rates at that time. The customer may cancel the service at no cost to the customer, if the customer provides NES with written notification of his/her intent to terminate the contract no later than 15 calendar days before the beginning of the new contract cycle OR contacts Customer Service. Renewal pricing will be based upon market conditions that exist at the time of renewal.

NES' RIGHT TO TERMINATE OR ASSIGN CONTRACT

NES reserves the right to terminate this agreement at any time and return the customer to the local gas distribution company. NES also reserves the exclusive and sole right to assign this natural gas Agreement to any and all certified natural gas marketer(s) so desired by NES. This agreement will terminate if NES' license expires, or is suspended or revoked. The agreement is subject to termination by either party upon 45 days written notice to the other party.

In the event that NES' services are terminated for any reason other than the customer's decision to terminate the contract, NES shall notify of such termination to the customer at least 30 days prior to the date that service to the customer is scheduled to terminate.

FOR CUSTOMER SERVICE

If you have any questions you may contact us at: NOVEC Energy Solutions, Inc., 10323 Lomond Drive, Manassas, VA 20108

Toll Free Phone: 1-888-627-SAVE (7283) FAX# 703-392-1546

RELIABLE SERVICE

For the term of this Agreement, the customer appoints NES as the customer's agent to arrange for the purchase, transportation, storage and delivery of natural gas, pursuant to the terms and provisions of this Agreement. The customer shall contract with Utility for the delivery of natural gas from the delivery point to customer's home. NES' obligation under this Agreement is subject to the terms and provisions of the contract between the customer and Utility and applicable tariffs.

The natural gas will be supplied to the customer via Utility's local distribution system. All terms and conditions of the applicable transportation schedule or tariff of Utility, the contract between NES and Utility, and the contract between the customer and Utility shall apply and may supersede portions of this Agreement. Customers enrolled in Utility's budget bill plan will continue to receive budget bills, following account reconciliation for Utility charges only.

MONTHLY PAYMENTS

Utility will provide the customer with one bill each month for all natural gas purchases, associated transportation charges fees, taxes and adjustments. For billing purposes, the volume of gas delivered pursuant to this Agreement by NES shall be the volume of gas metered by Utility, which operates the natural gas local distribution system.

The customer agrees to remit the amount due in the manner stipulated in the applicable Utility documents

FORCE MAJEURE

The customer is obligated to make payment for natural gas delivered under this Agreement. Except for this fundamental obligation, either NES or the customer may be excused from other provisions of this contract during the period of time in which a force majeure event is preventing or hindering full compliance with this contract. Force majeure events include, but are not limited to: 1) acts of God, war, fire, flood and epidemics; 2) war or other governmental action; 3) significant regulatory constraints, including orders issued by the Kentucky Public Service Commission 3) civil unrest or insurrections; 4) labor disputes; or 5) shortage of transportation or supplies, or freezing of wells or portions of pipelines. Such

performance under this Agreement shall resume and continue upon abatement or removal of such cause. Notice and full particulars of such force majeure should be given to the other party as soon as reasonably possible, such notice is to be confirmed in writing.

TITLE, WARRANTY, AND INDEMNITY

NES warrants that it has the right to convey and transfer good and merchantable title to all gas sold hereunder and delivered to the customer free and clear of all liens, encumbrances, and claims.

The customer hereby agrees to indemnify and hold NES safe and harmless from any and all claims, demands, suits or liability, whether for personal injury, death, property damage, loss of profits and/or other damage or injury arising out of or in any way connected with the use or storage of natural gas products, of the installation, maintenance, or use of equipment or appliance in connection therewith, except to the extent that such injury or damage shall have been caused by negligence of NES. NES shall not be liable for any damage, injury, consequential damage or loss arising out of or in connection with this Agreement, whether or not occasioned by or resulting from stoppage or interruption of natural gas supply.

Notice: Upon request NES shall provide a copy of NES' dispute resolution procedure.

By signing below, you acknowledge that you are the owner of the account as registered with the Utility. You understand and agree that this Agreement and operations under it are subject to applicable laws, rules and regulations of any governmental entity having jurisdiction as they exist now or as they are modified in the future. This Agreement shall be construed in accordance with the laws of the State of Virginia.

If any provision of this agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this contract.

Rate Plan Guarantee

Effective April 1, 2020, if a new customer within seven (7) days of enrolling with NES finds a similar rate plan to NES Fixed Rate Plan or Winter-Fixed Rate Plan that is lower than ours, we will match that lower rate. For illustration purpose, a customer signs up on June 1, 2020 for a 12 months Fixed Rate at \$0.385/therm. On June 6, 2020, customer finds a lower rate for similar rate plan package (fixed or winter-fixed, no cancellation); we will match that lower rate provided customer provides supporting evidence by the 7th June 2020.

CUSTOMER'S RIGHT TO CANCEL

This Agreement shall be terminated without penalty to the customer if gas delivery service is terminated with the Utility.

Customer may terminate this service at any other time with 15 calendar days written notice prior to the first day of the calendar month in which the termination is to be effective. The customer may rescind this service no later than 7 days after being notified by Utility of their enrollment with NES.

If service is cancelled, NES will be provide customer with a confirmation number.

Dispute Resolution Process

For all disputes regarding your natural gas commodity or contract terms with your supplier (NOVEC Energy Solutions), please call NOVEC Energy Solutions at 1-888-627-7283 or www.novecenergysolutions.com.

For all disputes regarding, but not limited to, your budget billing, billing, delivery of natural gas, gas leaks/emergencies and meter reading information, please call your Utility:

Columbia Gas of Kentucky: Emergencies 800-432-9515; Customer Service 800-432-9345; www.columbiagas.com. Kentucky Public Utility Commission can be reached at 1-800-772-4636 or 502-564-3940 or <http://psc.ky.gov>.

Baltimore Gas Electric: Emergencies 800-685-0123; Customer Service 800-685-0123; www.bge.com. Maryland Public Service Commission; 800-492-0474; www.psc.state.md.us

Columbia Gas of Pennsylvania: Emergencies 888-460-4332; Customer Service 888-460-4332; www.columbiagaspa.com. Pennsylvania State Corporation Commission; 800-692-7380; www.puc.pa.gov

Columbia Gas of Virginia: Emergencies 800-543-5606; Customer Service 800-543-8911; www.columbiagasva.com. Virginia State Corporation Commission; 804-371-9611; www.scc.virginia.gov

Washington Gas Light: Emergencies 800-752-7520; Customer Service 703-750-1000; www.washingtongas.com. Public Service Commission of the District of Columbia; 202-626-5100; www.dcpsc.org, [MD](#) and [VA](#) (see above or click state)