

# Commercial Electric Sales Agreement



**Seller:** Systrum Energy  
 1 Bergen Blvd.  
 Fairview, N.J. 07022  
 Tel: 1-877-797-8786  
 Fax: 1-201-945-6608

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

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

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

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

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

	Service Address	Account number <i>10 digits (optional)</i>	Electric PoD ID ( not elect ) 20 digits	Rate Class
1			PE _____	
2			PE _____	
3			PE _____	

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

**Agreement Price:** There is no fixed agreement price. Systrum Energy's price savings will be up to 10% over a 12 month period versus the utility's posted tariff rate.

BUYER agrees to purchase from SELLER at the above price, all of the electricity requirements for the accounts listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (EDC).

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

The undersigned individual hereby acknowledges that my signature appended below shall constitute my individual, absolute and irrevocable personal guaranty of all sums which is due to Systrum Energy and affiliates resulting from the extension of credit requested herein. Whether consolidated or dual billed. Any fees incurred by Systrum Energy in the collection of a debt is to be paid by the customer. He (she) further fully understands that payment is due within 30 days of the purchaser's ending monthly billing cycle. Any claims arising from invoices are to be made within 7 working days.

For:                     **Systrum Energy** ( ESL-0101)                      
 SELLER

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

By:                     *Dominick Tullo*                    

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

\_\_\_\_\_  
 TITLE

# General Terms and Conditions

## New Jersey License # ESL-0101

**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, provided no later than 30 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Agreement Price for subsequent terms. Residential/commercial 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 1-877-797-8786. In the event of death, disability or relocation, residential customers may cancel this Agreement with a 48 hour notice without delay.

**Payment:** Unless otherwise agreed in writing, Public Service Electric and Gas Company (PSE&G) will invoice monthly for electricity supplied under this Agreement. Systrum Energy's fees include the fee for Electric Generation Service and Transmission, including Sales and Use Tax. The Customer will pay each invoice in full within twenty (20) days of the invoice date, according to the EDC prescriptions. Customers will receive a single bill for both commodity and delivery costs from the EDC. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the Board. In the event of failure to remit payment when due, Systrum Energy will have the right to terminate commodity service and to seek suspension of distribution service.

**Consumer Protection:** For residential/commercial 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 1-877-797-8786 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).

**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.

**Emergency Service:** In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Public Service Electric & Gas (800) 436-7734**

**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. All disputes must be address within 7 business days of the billing period.

**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:** BUYER may not assign this contract without SELLER's 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.

**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.