

NOCO Natural Gas Program

What should I know about NOCO Natural Gas?

1. Quantities and Type of Service: Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller (each a "Party" or jointly "Parties"), the full natural gas requirements for the account entered on your Enrollment Application/Contract. Sales and purchases under this Contract shall be made on a "firm" basis.
2. Term: This agreement is effective for the term as identified above and will renew automatically for successive thirty (30) day periods at the then applicable Variable Price. If you are receiving a Fixed Price your Agreement will renew for successive thirty (30) day extension periods after the term as identified above at the then applicable Variable Price. If you cancel your service prior to the expiration of your Contract term, you will be responsible for all natural gas used, and other applicable charges accrued on your account until the service termination date. If you are a Fixed Price customer, you may be subject to a \$99 early termination fee. Seller shall have the right to match any bona fide competing offer at the end of any annual renewal term. Residential service classification customers have the right to cancel this Contract within three (3) business days after its receipt, without penalty or cancellation fee, by calling 800-662-6776.
3. Supply Price for "Market Price" Program customers: The supply price consists of the New York Mercantile Exchange Monthly Contract Settlement price, Seller's margin, Seller's fixed and variable commodity prices and Seller's fixed and variable transportation costs.
4. Measurement, Heating Value and Quality: Measurement of the volume and the heating value of the gas purchased shall be in accordance with the standards and procedures of transporting pipelines) and Utility. The gas delivered shall meet the tariff specifications of the receiving pipeline(s) and Utility. All warranties of quality or fitness for a particular purpose are expressly disclaimed.
5. Billings and Payments: Seller shall arrange with the Utility for the monthly invoice to Buyer. The invoice will include the Utility charges for delivering the electricity from the Delivery Point to the Buyer. Buyer agrees to pay Utility's invoice within normal Utility payment terms. Buyer will be entitled to a refund of any substantial overcharges discovered within one (1) year after billing date, if Buyer makes a claim within two (2) months of discovery. Seller will likewise be entitled to bill and be paid for any substantial undercharges discovered within one (1) year after the original billing date if the corrected billing is made within two (2) months of the discovery. By signing and returning your Enrollment Application/Contract, Buyer agrees to authorize the Utility to release Buyer's consumption and payment information to Seller.
6. Budget Billing: National Fuel Gas (NFG) administers the budget plan for NOCO's residential NFG-area customers (contact NFG for details: 1-800-365-3234). NOCO administers the budget plan for Residential RG&E Customers as follows: Monthly payments shall be based on an amount equivalent to 1/12 of the customer's estimated annual bill rounded to next higher dollar amount. Such payment shall commence with bills payable during any month except October, November or December. If a debit balance has accrued as of the 12th cycle month of this plan the customer shall have the option of either incorporating it all in the 12th cycle month's payment or spreading up to \$100 of the debit in equal monthly installments over the next cycle year. If a credit balance has accrued the customer shall have the option of having it applied against the current bill or having it used to reduce the monthly installments in the next cycle year. Absent an indication from the customer of their preference, the debit or credit will be applied to the monthly installments in the ensuing year. The monthly payment, will be based on an estimate of the customer's annual bill and should not be construed by the customer as a guaranty or assurance that the total actual charges will not exceed such estimate. NOCO may, at any time, change the monthly payment amount upon notification to the customer whenever, in its judgment, a revised estimate indicates a change is appropriate. Bills will be rendered at the regular billing dates and will show the amount Budget Billing Plan customers are to pay. The bill will also show the actual gas used or the calculated amount of gas used and the amount computed at the applicable rate. In the event of event of cancellation, the account balance shall then become due. In the event a customer discontinues service and has a credit balance, such balance shall be refunded.
7. Taxes: Unless Buyer's price indicates otherwise, the price does not include any federal, Indian, state, or local sales, use, consumption taxes, import taxes, or similar taxes which may now or hereafter be imposed on the transfer of title or possession of the gas to Buyer or on Buyer's subsequent use or disposition thereof. Buyer shall pay any such taxes directly to the taxing authority unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid. If Buyer claims exemption from any such taxes, Buyer shall provide Seller a proper exemption certificate.
8. Force Majeure: If either Party is unable to perform its obligations under this Contract due to force majeure, other than Buyer's obligation to pay for gas delivered hereunder, performance of such obligations shall be suspended until the force majeure is corrected. The Party claiming such inability shall give written notice thereof to the other Party as soon as practicable after the occurrence of the force majeure. Force majeure shall mean acts of God, acts of war, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of firm transportation, and any other causes not within the control of the Party claiming force majeure. Any suspension of obligations under this paragraph shall not extend the term of this Contract. During any curtailment caused by force majeure, Seller's available supplies at the affected points shall be prorated, based on nominated volumes, among Seller's firm customers receiving gas at those points.
9. Assignment: This Contract may be assigned by Seller without the prior written consent of Buyer. This Contract may not be assigned by Buyer without prior written consent of Seller. Change of control or ownership, merger or recapitalization of either Party shall not be considered an assignment. Seller must give (30) days notice before assigning contract to another service provider.
10. Confidentiality: Both Parties shall keep the terms of this Contract confidential except as may be required to effectuate transportation of the gas or to meet the requirements of a regulatory agency having jurisdiction over the matter for which information is sought.

11. Title and Indemnification: Seller warrants that it shall have the right to sell the natural gas delivered and that such natural gas shall be free from liens and adverse claims of any kind.

12. Service Complaints: If you experience service-related problems you should contact your Utility by phone (National Fuel Gas 1-800-365-3234, RG&E 1-800-743-1702).

13. Emergency: In an emergency, or if you smell gas, you should immediately call your Utility (National Fuel Gas 1-800-444-3130, RG&E 1-800-743-1702) and local emergency personnel at 911.

14. Limitation of Liability and Warranty: NOCO will not be responsible for any type of special, consequential, or punitive damage whatsoever. NOCO does not give any type of warranty, express or implied, including any guarantee that its natural gas rates will be less than natural gas rates charged by any other energy service companies (ESCOs) and/or NFG or RG&E. To the full extent of the law, NOCO disclaims any warranty of merchantability of fitness for a particular purpose.

15. Entire Contract, Modification, Law and Dispute Resolution: This is the complete Contract between the Parties. Seller may modify any terms that do not adversely affect Buyer's price, payment terms, or the length of this Contract at any time by notifying Buyer of the change. In addition, Seller may modify this Contract based on changes to applicable tariffs, rules, regulations, or laws, including changes that adversely affect Seller's ability to economically operate the program. This Contract shall be governed by and construed in accordance with laws of the State of New York. For Residential Customers, the services provided under this contract are protected by the State's Home Energy Fair Practices Act (HEFPA). Buyer may contact the HEFPA at (800) 342-3377. Should Buyer have any questions or require additional information regarding this Contract, Buyer can contact Seller at (716) 614-1152. Buyer may also request information from the New York State Public Service Commission at (1-888-697-7728) (Toll Free) or New York State Public Service Commission, Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223-1350 or www.dps.state.ny.us. The Parties shall use their best efforts to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, Residential Buyer can seek resolution of the complaint from the New York State Public Service Commission, Office of Consumer Services.