



Clearview Energy – Delaware Sales Agreement and Terms of Service
For Residential and Small Commercial Customers

Product Information Chart

Table with 2 columns: Field Name and Value. Fields include Electric Product Name, Product Description, Energy Type, Agreement Term, Monthly Base Charge, and Early Termination Fee.

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy ("Clearview Energy") and Customer. Customer and plan information can be found in the Product Information Chart. The Product Information Chart is hereby made an integral part of this Agreement.

prices from Clearview at the web address or customer service phone number located in the Contact Information section. Historic pricing is not indicative of present or future pricing.

2a. Fixed Kilowatt Rate Product: If Clearview Energy would like to propose a change to a fixed kilowatt rate product, you will be notified by the process described in Change of Terms.

2b. Month-to-month Variable Kilowatt Rate Product: Month-to-month variable kilowatt rate products are subject to change without notice at Clearview Energy's discretion outside of any applicable promotion.

All pricing can be viewed at www.ClearviewEnergy.com.

PLEASE READ THIS DOCUMENT CAREFULLY. This Agreement is the entire contract between the parties and supersedes any prior written or oral representations.

1. Right of Rescission.

Customer may rescind this Agreement within six (6) business days from this Agreement's postmark date by contacting Clearview Energy by phone or in writing.

2. Price of Electricity. The price in cents per kilowatt includes: electric generation supply, transmission, and capacity charges in the Independent System Operator's (or equivalent's) market; any applicable state and/or local taxes; and a margin adder.

3. Billing and Payment. You will receive a single bill from your EDC that includes Clearview Energy's electric supply charges as well as the EDC's delivery charges.

The Customer will pay each invoice in full within forty-five (20) days of the invoice date or in the timeframe established by the EDC.

accordance with procedures adopted by the PSC. If the Customer fails to remit payment when due, Clearview Energy reserves the right to terminate supply services. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee.

For any payment sent directly to Clearview Energy, which is returned by your financial institution for any reason, Clearview Energy will charge \$20.00 for each payment transaction that is returned unpaid or not processed including: (1) returned checks, (2) returned electronic fund transfers, and (3) any other form of dishonored payment. This charge will be reflected as NSF Fee on your next bill, if applicable.

4. **Energy Products.**

4a. Renewable Energy Product – Supports 100% green energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

4b. Traditional Energy Product – Traditional energy products sourced by a combination of coal, natural gas, nuclear, hydropower and/or other renewable energy sources. The renewable sources may include wind, solar, geothermal and/or biomass.

5. **Terms of Renewal.**

5a. Fixed Kilowatt Rate Product – Upon expiration of your fixed term, your service will automatically continue under Clearview Energy's variable month-to-month renewal product. You will receive one (1) renewal notice forty-five (45) days prior to the renewal date. If you do not respond to the renewal notice, at its discretion, Clearview Energy may renew your account under the terms described in the renewal notice.

5b. Month-to-month Variable Kilowatt Rate Product – This Agreement shall commence for a one (1) month term ("Initial Term") and thereafter rates may change at Clearview Energy's discretion outside of any applicable promotion. This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term").

6. **Termination.**

6a. Fixed Kilowatt Rate Product – If you terminate this Agreement prior to its expiration, you will be charged an Early Termination Fee. Your service will remain in effect until such time as the EDC completes the termination in accordance with its rules. However, you may terminate this Agreement without penalty as a result of relocation, disability that renders the customer

of record unable to pay for Clearview Energy's service, or the customer of record's death.

6b. Month-to-month Variable Kilowatt Rate Product –

This Agreement will remain in effect at Clearview Energy's discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Customer may cancel this Agreement at any time by providing thirty (30) days' notice to Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill which will be true-up subsequent to the final meter reading. Clearview Energy does not physically cut off electric service, only your EDC may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed one (1) notice thirty (30) days prior to your service being returned to the EDC's supply service.

- 7. Change in Terms.** Changes to this Agreement will be provided to the customer in one (1) mailing forty-five (45) days prior to the effective date of the changes. If you do not respond to the mailing, Clearview Energy may implement the changes described to your account.
- 8. Dispute Resolution Process.** If you have any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If you are not satisfied with the resolution after speaking with a Clearview Energy representative, you may contact the Division of the Public Advocate (DPA) with your complaint. If the DPA is unable to effect a satisfactory resolution, you may file a formal complaint with the PSC. For your convenience, the DPA & PSC's contact information have been provided at the end of this Agreement. No terms contained herein waive any rights you may have under Delaware or Federal Consumer Protection laws.
- 9. Remedies.** Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, notwithstanding any state statute of limitation to the contrary. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days, then the parties shall submit to binding arbitration. The process shall be

confidential based on terms acceptable to the mediator and/or arbitrator.

Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

- 10. Assignments.** Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, or other entity as authorized by the PSC.
- 11. Severability.** 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.
- 12. Force Majeure.** The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, an act of God, natural disaster, an act of war, and any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give immediate written notice, to the maximum extent practical, to the other party and not be held liable.
- 13. Limitations of Liability.** Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.
- 14. Customer Information and Release Authorization.** Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the EDC relating to you and your account that includes, but is not limited to: account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service. Clearview Energy will not provide or sell such information to any other party without your consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement.

- 15. Power Outages and Emergencies.** If you have any electrical emergency or power outage, please contact your EDC at the number provided in Contact Information.

16. Contact Information

Clearview Electric, Inc. dba Clearview Energy
P.O. Box 130659, Dallas, TX 75313-0659
1.800.746.4702. Representatives available
Monday – Friday 9:30 a.m. – 6:30 p.m. ET
www.ClearviewEnergy.com

Delmarva Power & Light Company (EDC)
PO Box 231 Wilmington, DE 19899
For Outages: 1.800.898.8042
For Customer Service: 1.800.375.7117
www.delmarva.com

Division of the Public Advocate (DPA)
29 South State Street, Dover, DE 19904
(888) 607-2427
www.publicadvocate.delaware.gov

Delaware Public Service Commission (PSC)
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904
1.800.282.8574
www.depsc.delaware.gov