

**Delaware Residential Sales Agreement for Purchase of Electricity-Fixed  
DE License # 12-418**

**Terms of Service**

**Agreement to Purchase Energy:** These Terms of Service, together with the Third Party Verification ("TPV") call and the written Starion Welcome Letter, constitute the agreement ("Agreement") between Starion Energy PA ("Starion") and the customer ("you" or "Customer") by which Starion agrees to sell and deliver electricity supply service to Customer for the price and term indicated in the Terms of Service, TPV and Welcome Letter, and Customer agrees to the purchase of and accepts electricity supply service from Starion pursuant to the terms of this Agreement. Customer understands that Starion is a retail supplier of electricity and is not affiliated with Customer's Electric Distribution Company ("EDC") or the Delaware Public Service Commission ("DPSC"). Starion is licensed by the DPSC to supply electric supply service in Delaware (License No. 12-418), but the prices that Starion charges its customers are not regulated by the DPSC. The EDC will continue to deliver electricity to your home or businesses ("Distribution Service"), read your meter, and bill you.

The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Starion or the EDC's delivery schedule. This Agreement is contingent upon Customer providing complete and accurate information to Starion.

**Rate:** Unless otherwise agreed to in writing, for twelve monthly billing cycles (the "Initial Term"), the price per kilowatt hour ("kWh") for all electricity sold under this Agreement will be the price indicated in your TPV and Starion Welcome Letter for the purchase of electricity. After the twelve monthly billing cycles, Customer will pay a monthly variable rate based on market conditions that may change from time to time. Starion will calculate your bill each month by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used in the billing cycle, and adding to the product of (i) and (ii) a charge of \$4.72 for Account Management, if applicable, as stated in your TPV and Starion Welcome Letter. Your price does not include, and you are required to pay, any state or local tax. It also does not include EDC charges. Payment will be due and payable as specified in the bill you will receive from your EDC.

Because you have selected a Starion Secure Agreement, your rate and term are as stated in your TPV and Starion Welcome Letter, and your price of electricity per kWh will not change during the Term ("Fixed Price"). The price of your EDC's standard offer service electricity rate likely will change from time to time and, therefore, Starion cannot guarantee savings over the EDC's rates under this Agreement.

**Term:** Starion will begin to provide electric generation service to you on the date the EDC sets after receiving Customer's enrollment, which may take one to two billing cycles from receipt. Service with Starion will always start and end on your EDC scheduled meter read date and according to your stated term. The Initial Term of this agreement is twelve monthly billing cycles. Following the Initial Term, your service with Starion will continue on a month-to-month variable price basis until it is terminated by you or Starion and your EDC thereafter switches your account to its standard generation service or to another electric supplier chosen by you.

**Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon 30 calendar days' advance written notice to you at the Service Address indicated in the Terms of Service, TPV and Welcome Letter. Some reasons why this agreement may be canceled by Starion include: (a) your failure to make payment when due; or (b) your petition for bankruptcy or (c) fraud or misrepresentations by you or (d) for Starion's convenience.. If Starion terminates this Agreement early, Customer will be returned to the EDC unless Customer chooses another electricity supplier. The effective termination date will be on the next applicable meter read date after the 45-day period has expired as set forth in the EDC's tariff and applicable Delaware law. The sole and exclusive remedy available to Customer upon early termination by Starion will be a refund of any overpayment for electric generation supply services.

**Termination by Customer:** You may terminate your service by contacting Starion Energy at 1-800-600-3040, Monday through Friday between 9:00AM and 5:00PM, EST. You may also cancel in writing to Starion Energy, P.O. Box 845, Middlebury, CT 06762, or via e-mail at [service@starionenergy.com](mailto:service@starionenergy.com), along with payment of a \$100 termination fee if during the Initial Term. This fee does not apply and will not be charged on a variable price month-to-month term following expiration of the Initial Term, or if Customer termination is due to a change of service address or is within the applicable rescission period. If Customer terminates this Agreement, the effective termination date will be on the next applicable meter read date as set forth in the EDC's tariff and applicable Delaware law.

**Billing:** You will continue to receive one monthly bill from your EDC for the electric generation service provided by Starion and the distribution, transmission and other services provided to you by your EDC, each with taxes thereon. You will make payment for all of these services directly to your EDC in accordance with the payment terms stated in your EDC's tariffs.

**Cancellation of Existing Service:** If you presently purchase your electric generation service from another competitive electricity supplier, you are responsible for canceling that service pursuant to the terms of your agreement with your existing electric supplier.

**Privacy Policy and Customer Information and Release Authorization:** By entering into this Agreement, you agree that your EDC may release to Starion, and Starion may obtain, information needed to provide service to you, including, your address, account number(s), billing and payment history, credit information, historical and future electricity usage and peak electricity demand, meter

readings, and characteristics of electricity service. Starion will not give or sell your personal information to any other party without your consent unless required to do so by law or if necessary to enforce the terms of this Agreement.

**Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

**Representations and Warranties:** STARION MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Binding Effects; Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another competitive electricity supplier licensed to do business in Delaware, in whole or in part.

**Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of such interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees, on terms it deems unfavorable.

**Rescission:** You have the right to rescind this agreement within ten (10) business days from the date of your EDC's confirmation letter by contacting your EDC.

**Contact Information and Dispute Resolution:** In the event of a billing dispute or a disagreement involving Starion's services, you and we will use our best efforts to resolve the dispute. To discuss your dispute, you should contact a Starion customer service representative by telephone at 1-800-600-3040, by email at [service@starionenergy.com](mailto:service@starionenergy.com), or by letter mailed to Starion Customer Service at P.O. Box 845, Middlebury, CT 06762. Starion will try to resolve any customer inquiry fairly and in an efficient and timely manner. Starion will provide an acknowledgement of or response to your inquiry. Starion will report the results of its investigation of your inquiry and a written report upon your request. The Delaware Public Service Commission can be reached at 800-282-8574, through its website at [www.despc.delaware.gov](http://www.despc.delaware.gov). or at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904.

**Emergencies and Interruptions of Service:** In the event of an electricity emergency or service interruption, contact your specific EDC.

Delmarva Power -In New Castle County, call 800-898-8042. In Kent and Sussex counties, call 800-898-8045.

**Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of electric generation service and supersedes all prior agreements, either written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by Delaware Law. Any claims arising under or related to this Agreement shall be brought in the Circuit Court for New Castle County, Delaware, and the parties hereby waive any objection to suit therein on the grounds of personal jurisdiction, improper forum or inconvenient forum. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant.