



Customer Name \_\_\_\_\_  
 Address & Account Numbers to follow.

## THIRD PARTY SUPPLIER CONTRACT SUMMARY COMBINED RESIDENTIAL/SMALL BUSINESS CUSTOMER

<p>Third Party Supplier Information:  <b>By entering into this contract, you are agreeing to purchase your gas supply from this supplier.</b></p>	<p><b>American Power &amp; Gas of NJ, LLC (AP&amp;G)</b>  <a href="http://www.AmericanPowerAndGas.com">www.AmericanPowerAndGas.com</a>          Five Greentree Centre          525 Route 73 North STE 104          Marlton, NJ 08053          AP&amp;G is responsible for your gas supply.</p> <p style="text-align: right;"><b>1-800-205-7491</b>  <a href="mailto:customerservice@goapg.com">customerservice@goapg.com</a>           License No. GSL-0197</p>
<p>Price Structure:</p>	<p><b>Natural Gas Variable Prices</b> will vary from month-to-month and shall reflect the wholesale cost of natural gas obtained from all sources plus any additional costs, expenses and margins that AP&amp;G incurs when providing the service. Your natural gas rates are determined solely by AP&amp;G at its discretion. AP&amp;G may change its margins substantially each month. Your rate will be available at the time of billing. A variable rate changes on a monthly basis whereas a fixed rate stays the same each month. Weather fluctuations may affect the price of variable rates.</p>
<p>Generation/Supply Price:</p>	<p>The introductory price per therm/cf for the first billing cycle of your natural gas services is <u>\$0.3390</u>. The price will vary on a monthly basis when the introductory rate is over. There is no limit to the variability of the price between one billing cycle and the next.</p>
<p>Statement Regarding Savings:</p>	<p>The supply price may not always provide savings to the customer. AP&amp;G does not guarantee savings.</p>
<p>Amount of Time Required to Change from TPS Back to Default Service or to Another TPS:</p>	<p>One to two billing cycles</p>
<p>Incentives:</p>	<p>Rebate: 25% rebate on the average month's supply charge after registration.</p>
<p>Right to Cancel/Rescind:</p>	<p>7 days rescind period from the receipt of the contract</p>
<p>Contract Start Date:</p>	<p>The contract start date will be established by your utility.</p>
<p>Contract Term/Length:</p>	<p>This contract will continue until terminated by either party. Either a Residential or Commercial Customer may cancel this agreement at any time by contacting AP&amp;G on the toll-free number, in writing to our address or via our email listed above.</p>
<p>Cancellation/Early Termination Fees:</p>	<p><b>There are no cancellation fees or early termination fees.</b></p>
<p>Renewal Terms:</p>	<p>This contract will continue until terminated by either party.</p>
<p>Distribution Company Information:</p>	<p><b>PSEG</b> • 800-436-7734 • <a href="http://www.pseg.com">www.pseg.com</a>, <b>SJG</b> • Emergency 800-582-7060, Service: 888-766-9900 • <a href="http://www.southjerseygas.com">www.southjerseygas.com</a>, <b>NJ Natural Gas</b> • Emergency: 800-427-5325, Service: 800-221-0051 • <a href="http://www.njng.com">www.njng.com</a>          The EDC will continue to deliver electricity and the customer should continue to pay the EDC directly. In the case of an <b>emergency</b>, the customer should contact the EDC directly.</p>

Para obtener una copia de este Resumen en español, llame a Servicio al cliente al 1-800-205-7491.

# NATURAL GAS VARIABLE RATE SALES AGREEMENT RESIDENTIAL/COMMERCIAL

## CUSTOMER DISCLOSURE STATEMENT

Price	<b>Variable.</b>
How price is determined:	<b>The Gas Variable Rate of the natural gas supply cost is \$ <u>0.3390</u> per therm for the first month. The Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and AP&amp;G's costs, expenses and margins. Your natural gas rates are determined solely by AP&amp;G at its discretion. AP&amp;G may change its margins substantially each month.</b>
Length of the agreement and end date	<b>Beginning on a date set by your utility for enrollment and will continue until terminated by either party. For more details See Section 2-Term.</b>
Process customer may use to rescind the agreement without penalty	<b>Customer may rescind by calling the toll-free number within 7 business days of receipt of the sales agreement.</b>
Amount of Early Termination Fee ("ETF") and method of calculation	<b>No early termination fee.</b>
Amount of Late Payment Fee and method of calculation	<b>As per the Utility tariff</b>
Provisions for renewal of the agreement	<b>Unless otherwise agreed to, renews to a variable rate methodology until terminated by either party. For more details, see Section 2 - Term.</b>
Rebate	<b>For each of your gas accounts that remain enrolled with AP&amp;G for 12 consecutive months, AP&amp;G will add up all twelve months and calculate your average month's supply charge. After you register and follow the terms of the rebate program, AP&amp;G will send you a 25% rebate of that amount every twelve months. For more details, see Section 4 – Rebate.</b>

**1. Agreement to Sell and Purchase Energy.** This is an agreement between American Power & Gas of NJ, LLC ("AP&G") and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with AP&G (the "Agreement"). Subject to the terms and conditions of this Agreement, AP&G agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by AP&G, necessary to meet Customer's requirements based upon consumption data obtained by AP&G from the delivery schedule of your local utility company A.K.A, the Local Distribution Company or "LDC". AP&G is not affiliated with and does not represent the LDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by AP&G from the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by AP&G.

**2. Term.** This Agreement shall commence as of the date the change of Customer's provider to AP&G is deemed effective by the LDC and shall continue on a variable rate methodology until terminated by either party. Either party may cancel or terminate this Agreement by providing 30 days advance notice of termination to the other party.

**3. Pricing, Billing, and Termination.** The price for all natural gas sold under this Agreement shall be a variable price which is set solely by AP&G at its discretion which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and AP&G's costs, expenses and margins. Conditions of variability are tied to the wholesale cost for power, capacity and transmission costs. AP&G may change its margins substantially each month. There is no limit to the variability of the price between one billing cycle and the next.

AP&G will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Customer will receive a single bill for both commodity costs (provided by AP&G) and delivery costs (provided by your utility) from your local utility company/LDC. AP&G may assign and sell Customer accounts receivable to the LDC. Your LDC will also determine your billing intervals and any late payment fees. AP&G does not offer a budget billing service at this time. In the event of failure to remit payment when due by a residential customer, AP&G may terminate commodity service and seek suspension of distribution service in conformance with the New Jersey Administrative Code. Failure by a commercial customer to make full payment of AP&G charges due on any consolidated bill prepared by the LDC for AP&G will be grounds for disconnection of utility services in accordance with NJBPU rules and regulations on the termination of service to non-residential customers, N.J.A.C. 14:3-3A.2 For a residential customer, there is no charge for starting or stopping electric generation service or gas supply service, if done within the terms of

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the contract which does not prohibit an early termination fee or other penalty for failure to adhere to a valid contract. With 48 hours notice, a residential customer may terminate this contract without penalty as a result of relocation within or outside the LDCs franchise area, disability that renders the customer of record unable to pay for AP&G's service, and/or the customer of record's death.

**4. Green Natural Gas Option:** The price for green natural gas energy will be comprised of the AP&G varying price plus an amount up to ten (10) cents per therm/ccf delivered. Customer can cancel the green option of this agreement with at least fifteen (15) calendar days' notice of intent to cancel by calling AP&G at 1-800-205-7491. The requested drop of the green supply will be processed immediately by AP&G and will become effective on the soonest date your utility's bill-processing system allows.

**5. Rebate.** To qualify for the rebate program, you must register for the AP&G rebate program and agree to receive your rebate electronically. Registration can be done at [www.goapg.com/rebate](http://www.goapg.com/rebate). For each account that has signed up and remains enrolled with AP&G for 12 continuous months on this program, AP&G will calculate the average month's supply charges and send the customer a 25% rebate of that amount. You will not be entitled to any rebate in the event that you fail to maintain or provide accurate information to AP&G regarding your linked bank account, are subject to any bank account freeze or seizure such that your linked bank account is unable to receive a payment from AP&G, or AP&G is otherwise unable to make a payment to your linked bank account through no fault of AP&G's own.

**6. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of AP&G. AP&G may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the NJBPU.

**7. Information Release Authorization.** Customer acknowledges that customer billing and payment information may be provided to AP&G from your LDC. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and energy usage. This may include Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. This information may be used by AP&G to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to AP&G. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to AP&G or by calling AP&G at 1-800-205-7491. AP&G reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**8. Consumer Protections Regarding Termination of Services.** The services provided by AP&G to Customer are governed by the terms and conditions of this Agreement. AP&G will provide at least 30 days' notice prior to the cancellation of service to Customer. **AP&G reserves the right to deny enrollment or cancel online enrollment applications at any time based on internal eligibility reviews, regulatory compliance, or other discretionary factors. Enrollment is not guaranteed and is subject to company approval. In the event of non-payment of any charges owed to AP&G, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the BPU.** Customer may obtain additional information by contacting AP&G at 1-800-205-7491 or the BPU Division of Customer Assistance at 1-800-624-0241, or by writing to the following address: New Jersey Board of Public Utilities, Division of Customer Assistance, Two Gateway Center, Suite 801, Newark, NJ 07102, or through its website at: <http://www.nj.gov>.

**9. Rescission.** A residential or commercial Customer may rescind this Agreement within 7 business days after the signing or receipt of this Agreement, whichever comes first, by contacting AP&G at 1-800-205-7491 or in writing. Customer is liable for all AP&G charges until Customer returns to the LDC or goes to another supplier.

**10. Agency.** Customer appoints AP&G as its agent to acquire the supplies and applicable utility account information necessary to meet its gas needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above. The foregoing is not intended to and in no way shall operate to create any fiduciary duties between AP&G and Customer, nor shall the foregoing operate to create any Principal-Agent relationship between AP&G and Customer for any other purposes.

**11. Title.** Customer and AP&G agree that title to, control of, and risk of loss to the natural gas supplied by AP&G under this Agreement will transfer from AP&G to Customer at the Delivery Points(s).

**12. Warranty.** This Agreement, including any enrollment forms and applicable attachments, as written, makes up the entire Agreement between Customer and AP&G. AP&G makes no representations or warranties other than those expressly set forth in this Agreement, and AP&G expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**13. Force Majeure.** AP&G will make commercially reasonable efforts to provide natural gas hereunder but AP&G does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of AP&G ("Force Majeure Events") may result in interruptions in service. AP&G will not be liable for any such interruptions caused by a Force Majeure Event, and AP&G is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond AP&G's control.

**14. Liability.** The remedy in any claim or legal proceeding by Customer against AP&G will be solely limited to direct actual damages, which will under no circumstances exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months of the time period in dispute. Customer shall not pursue or recover any additional damages or amounts from AP&G, and all other remedies at law or in equity are hereby waived. In no event will either AP&G or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. Customer & AP&G acknowledge that there are no third-party beneficiaries to this Agreement.

**15. AP&G Contact Information.** Customer may contact AP&G's Customer Service Center at 1-800-205-7491, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to AP&G at American Power & Gas, 10601 Belcher Road South, Seminole, Florida 33777 or email [customerservice@goapg.com](mailto:customerservice@goapg.com).

**16. Dispute Resolution.** If you have a question or concern about my bill, you may contact AP&G in writing at 10601 Belcher Road South, Seminole, Florida 33777, or by telephone at 1-800-205-7491 within thirty (30) days of the disputed occurrence or the date of the billing statement in dispute. AP&G will refer all complaints to a representative in their customer service center who, in good faith, will use reasonable efforts to reach a mutually satisfactory solution. If you are still not satisfied, you may call the BPU Division of Customer Assistance toll free at 1-800-624-0241, or by writing to the following address: New Jersey Board of Public Utilities, Division of Customer Assistance, Two Gateway Center, Suite 801, Newark, NJ 07102. In the event Customer fails to report a dispute within thirty (30) days of the disputed occurrence or the date of the disputed billing statement, customer waives any and all rights to assert the dispute and any disputed invoice shall be deemed correct for all purposes. This thirty (30) day requirement shall take priority over all other provisions in this agreement.

**17. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions.** Except as to matters submitted to BPU as described in Paragraph 15 of this Agreement, any dispute between AP&G and Customer, whether arising or based in any contract, statute, regulation, or tort, shall be decided by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., and shall be venued exclusively in the State of New Jersey and in the County where services are being provided under this Agreement, or where AP&G and Customer mutually agree. Any claim, arbitration, action, or proceeding shall proceed only on an individual basis. Neither AP&G nor Customer shall be permitted to join or consolidate disputes involving others in any claim, arbitration, action, or proceeding, nor shall any claim, arbitration, action, or proceeding be brought or maintained as a class action or in any representative capacity. **AP&G AND CUSTOMER UNDERSTAND THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION.**

**18. Choice of Laws.** This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

**19. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on AP&G's net income, shall be paid by Customer, and Customer agrees to indemnify AP&G and hold AP&G harmless from and against any and all such taxes.

**20. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, AP&G shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

**21. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Atlantic City Electric at 1-800-833-7476; JCP&L at 1-888-544-4877; PSEG at 1-800-436-7734 for gas or electric; Rockland Electric at 1-877-434-4100; Elizabethtown Gas at 1-800-492-4009; NJ Natural Gas at 1-800-427-5325; South Jersey Gas at 1-800-582-7060. Customer should then call AP&G at: 1-800-205-7491.

**22. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**In the case of telephonic or electronic enrollment, execution shall be deemed provided in accordance with, and pursuant to the methods authorized under the New Jersey Administrative Codes.**