



## **GENERAL TERMS AND CONDITIONS**

**TITLE / RISK OF LOSS:** Title and risk of loss with respect to all product delivered shall pass from World Energy to the customer at the time the product passes the flange from World Energy's designated delivery terminal to customer's nominated transport truck or trailer unless World Energy or its designated carrier is the transporter, in which event title and risk of loss shall pass when the product passes the flange at customer's receiving facility. Customer shall be liable for all product withdrawn from a terminal on its account where customer has been given written authorization (Transloading authorization) provided by WEA to facilitate loading.

**QUALITY / MEASUREMENT:** Quantities billed shall be per the Bills of Lading or meter tickets provided by the delivery facility, irrespective of where title passes. Unless otherwise specified, all quantities shall be unadjusted for temperature.

**PAYMENT:** Customer agrees to pay all amounts due, without offset or deduction, via means acceptable to World Energy and within ten (10) days of invoice date. Any changes to our stated terms must receive prior approval and must be accompanied by written authorization by World Energy. Notice of pricing dispute must be received within seven (7) days of our invoice. The terms of any discount will be written on World Energy's invoice. Customer agrees not to take any such discount unless in compliance with discount terms and not to deduct any greater amount than that allowed. Customer agrees to pay service charge of the lesser of 1.5% per month or the maximum amount allowable under state law on any outstanding past due balance and to pay all attorneys' fees, experts' fees, costs and expenses incurred by World Energy in the enforcement of Customer's obligations or collection of the account and amounts due thereunder.

**TAXES:** Selling prices are exclusive of all taxes, assessments and fees, now or hereafter imposed by Federal, State or local governments with full respect to the deliver or sale of the product. Customer agrees to pay World Energy promptly upon demand the full amount of any such taxes or surcharges which may be levied against, paid or incurred by World Energy at any time.

**CREDIT:** Customer agrees to immediately inform World Energy' credit department of any financial or other material change in the condition of its business, upon which a credit decision may have been based. Extension of credit, if any, is made at the sole discretion of World Energy and may be altered or withdrawn by World Energy at any time without cause or notice. Where required, customer agrees to prepayment or accelerated payment for any delivery which is contemplated or which has been made.

**INSURANCE:** Customer shall at all times carry and maintain in full force and effect insurance as required by applicable law, by World Energy and by terminals to which access may be granted. Customer agrees to furnish World Energy with Certificate(s) of insurance naming World Energy as Additional Named insured prior to commencement of initial delivery and to provide thirty (30) days written notice to World Energy in the event of cancellation or any other contemplated material change in coverage.

**CLAIMS:** Customer agrees to notify World Energy promptly after delivery of product of any claim(s) against World Energy as to shortage in quantity, defect in quality, or any other matter, which notice must be received in writing by World Energy's credit department not later than three (3) business days following delivery, and to provide full supporting documentation which must be received by World Energy within thirty (30) days after delivery, or claim shall be deemed to have been waived. Customer agrees to give World Energy sufficient opportunity to conduct an investigation of any claim and not to settle any claim by a third party without World Energy's approval. Customer agrees that World Energy shall not be held liable for indirect, incidental or consequential damages and that indulgence, forbearance, compromise, settlement, extension or variation of terms by World Energy shall not affect Customer's liability on any other occasion. Customer waives any defense based on the statute of limitations.

**GOVERNING LAW / JURISDICTION:** Customer agrees that, unless World Energy elects otherwise, all actions between the parties shall be brought in the state or federal courts in the Commonwealth of Massachusetts, consents to the jurisdiction thereof and agrees that Massachusetts law shall govern.