

BILLING TERMS: Net 30
 DATE: 02/19/2019
 VALID THROUGH:

Client:
 Slippery Rock University

Billing Contact:
 Slippery Rock University
 Paul Scanlon
 paul.scanlon@sru.edu
 1 Morrow Way
 Slippery Rock, PA 16057

Option	Description	Quantity (MWh)	Price (\$/MWh) (US Dollars)	Amount
2018 Usage	Green-e® Certified American Wind 2018	15,000	\$0.94	\$14,100
TOTAL:				\$14,100

Summit Energy Services, Inc., a subsidiary of Schneider Electric, agrees to sell and the undersigned company agrees to purchase the products identified above on the terms set forth herein, subject to the Standard Terms and Conditions attached hereto and made a part hereof.

Signed by the duly authorized representatives of the parties:

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Summit Energy Services, Inc.

By: _____

ARAN RICE • VICE PRESIDENT OF STRATEGIC RENEWABLES

2018 Prospective Product Content Label⁽¹⁾

American Wind is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec. You will continue to receive a separate electricity bill from your utility. This product matches up to 100% of your estimated electricity usage. The product will be made of any or all of the new renewable resources listed below and updated annually.

New ⁽²⁾ Renewable Resources in American Wind™	Generation Location
Wind 100%	USA

(1) These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resources availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs you purchased.

(2) New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of energy sources supplying the U.S. includes: Coal (37.4%), Natural Gas (30.3%), Nuclear (19.0%), Large Hydro (6.7%), Renewables (5.4%), Oil (0.7%), and Other (0.5%). (data from EPA's eGRID2012)

For specific information about this product, contact Schneider Electric at 877.810.8670.



American Wind™ is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org

Standard Terms and Conditions

Disclosure. The renewable energy certificates (“RECs”) purchased in this Purchase Agreement (this “**Agreement**”) are certified by Green-e® Energy, which requires companies to provide their customers with a notice of pricing, terms, and conditions of service.

Green-e Energy is an independent certification program for RECs sold in the voluntary market. The Green-e Energy logo identifies RECs that meet the program’s high environmental and consumer protection standards. For more information about Green-e Energy, visit www.green-e.org/energy, email energy@green-e.org.

RECs represent the environmental benefits of one megawatt hour (MWh) of renewable energy that can be paired with electricity. The price of RECs is in addition to charges for purchasers’ electricity. You will be charged separately for your electricity charges from your utility or energy service provider. By using these RECs, you alone have the right to all associated claims about the environmental benefits they embody. RECs are to be regarded as a real environmental commodity, not a donation or investment in a future renewable energy project. For more information, see www.green-e.org/rec.

Limited Representations and Warranties. Summit Energy Services, Inc., a subsidiary of Schneider Electric (“**Schneider Electric**”) represents and warrants that the RECs to be retired under this Agreement (i) have not been sold, transferred, contracted for or otherwise committed to any third party, or otherwise used or claimed by Schneider Electric or, to the best knowledge of Schneider Electric, any third party and (ii) have been or will be independently certified under the “Green-e” program of the Center for Resource Solutions or its successor. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE RECS ARE SOLD “AS IS”, AND SCHNEIDER ELECTRIC SPECIFICALLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No Transfer. Customer (and any party purchasing RECs on behalf of Customer under this Agreement) acknowledge and agree that any RECs sold under the Agreement are sold strictly for Customer’s own use, and cannot and shall not be resold or otherwise transferred to or used or claimed, directly or indirectly, by any third party other than Customer for any purpose whatsoever.

Delivery and Retirement. The RECs (or any portion thereof) are considered retired when Schneider Electric removes them from inventory in accordance with the requirements of the Green-e Energy program. Retirement of RECs for any vintage year shall occur on or before the first day of June in the next year. Upon request of the purchaser, Schneider Electric shall deliver to the purchaser an attestation that the RECs purchased under this Agreement have been or will be retired on the purchaser’s behalf.

Termination/Cancellation. The purchaser may terminate the Agreement the event that Schneider Electric has failed to perform any of its material obligations under this Agreement and has not cured the same within thirty (30) days after receipt of written notice by the purchaser. Schneider Electric may terminate the Agreement in the event the purchaser (a) fails to pay any sums when due to Schneider Electric or (b) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for or permits the appointment of a receiver or trustee for substantially all of its property or assets.

Limitation on Liability. In no event shall either Schneider Electric or the purchaser of RECs hereunder be liable to the other or to any third party under or in connection with this Agreement for any special, indirect, incidental, punitive, consequential or similar damages, including, without limitation, any damages resulting from lost profits.