



STANDARD TERMS AND CONDITIONS

Last updated: November 15, 2021

Please read these Standard Terms and Conditions (“Terms and Conditions”) carefully as they contain important information about your legal rights, remedies and obligations. You agree to comply with and be bound by these Terms and Conditions. Continuing to participate in the Third Party Supplier (“TPS”) program constitutes agreement to any amendments, modifications or changes by New Jersey Natural Gas Company (“NJNG” or “Company”) to these Terms and Conditions from time to time and/or approved by the New Jersey Board of Public Utilities (“NJBPU”).

1. *Scope of Agreement.* TPS agrees to tender, for transportation, quantities of natural gas equal to the total of the quantities of natural gas necessary to serve certain customers who are eligible and have elected to have a third party supplier provide gas to their facility in NJNG’s service territory (“Transportation Customers”), in accordance with the provisions of NJNG’s Tariff (the “Services”). It shall be the responsibility of TPS to sign up Transportation Customers for transportation service with NJNG.
2. *Term of Agreement.* Except as otherwise provided in Section 13, the term of the initial Third Party Supplier Service Agreement will be for a minimum of one year. Thereafter, successive one-year terms will be in effect until terminated by written notice at least two (2) months prior to the expiration of the service agreement.
3. *Warranty.* TPS warrants that at the time of delivery to NJNG at NJNG’s designated delivery meter, said gas quantities shall be free and clear of all liens, encumbrances and claims whatsoever which may result solely from TPS’s possession or transportation of gas hereunder, and further, that it will indemnify, defend and hold NJNG harmless from all suits, actions, debts, accounts, damages, costs, losses, and expense arising from or out of adverse claims of any or all persons to said gas quantities arising out of, relating to or resulting from such possession or transportation. TPS further warrants that it has authority to do business in the state of New Jersey and that it is a licensed supplier registered with the NJBPU.
4. *Character of Service.*
 - (A) GSL, GSS, RS, NGV - Residential and DGC–Balancing Transportation Customers. For each Transportation Customer under Service Classifications GSL, GSS, RS, NGV Residential and DGC–Balancing who are served by TPS, NJNG will inform TPS of the Delivery Volume in accordance with NJNG’s Tariff.
 - (B) FT, IS, NGV Commercial, CNG and DGC-FT Transportation Customers. For Transportation Customers under Service Classifications FT, IS, NGV Commercial, CNG and DGC-FT who are served by TPS, TPS shall deliver a quantity of gas as

specified in NJNG's Tariff. TPS shall be subject to the requirements of any Operational Flow Orders ("OFO"), Daily Balancing or interruptions as applicable to their Transportation Customers.

(C) Other Service Classifications. TPS will be subject to the same obligations for delivery of natural gas, compliance with OFOs, and other requirements for Transportation Customers served by TPS and taking service under any other transportation Service Classification of the Tariff.

5. *Balancing Obligations.* The TPS understands and agrees that failure of such TPS to comply with delivery and interruption requirements will subject such TPS to sanctions, including possible removal from the NJNG system, in addition to any other penalties to be applied pursuant to NJNG's Tariff.
6. *Credit Assurance.* In connection with entry into a Third Party Supplier Service Agreement (the "Service Agreement"), TPS' financial obligations will be secured as follows (NJNG will notify TPS which option(s) are available to TPS):

(A) The TPS shall post an Initial Deposit, consisting of cash or letter of credit in the amount of \$50,000 to serve RS customers and/or \$25,000 to serve commercial customers including GSS, GSL, FT, DGC, CNG, NGV or IS customers. If the TPS initially plans to serve only RS customers, the Initial Deposit shall be in the amount of \$50,000 and if that TPS later also serves commercial customers, an additional deposit of \$25,000 shall be required for a total Initial Deposit of \$75,000. If the TPS initially plans to serve only commercial customers, the Initial Deposit shall be in the amount of \$25,000 and if that TPS later also serves RS customers, an additional deposit of \$50,000 shall be required for a total Initial Deposit of \$75,000. The total deposit provided by the TPS shall be the greater of:

- a. the Initial Deposit; or
- b. an amount equal to the total of:
 - i. at least three (3) times the estimated usage for one (1) day in January times the most current January's price for Texas Eastern zone M-3 for any and all Customers on whose behalf the TPS is acting;
 - ii. for Customers using Billing Option 3 (as defined in NJNG's Tariff), an additional amount equal to at least two (2) times the January delivery charges for each service classification for any and all Customers on whose behalf the TPS is acting; and
 - iii. the value of the TPS's imbalance which is determined by multiplying the aggregate imbalance position for RS, GSS, GSL, DGC, and NGV residential customers on whose behalf the TPS is acting by the midpoint price of daily ranges for the applicable delivery zone that are published in Platts Gas Daily on the table, "Daily Price Survey."

(B) The deposit held from the TPS will not bear interest. The TPS shall agree the Company has the right to access and apply the cash deposit or letter of credit to any payment obligations which are deemed to be late or in arrears. In lieu of a cash deposit or letter of credit from a TPS, the Company may, in its sole discretion, agree to accept a guaranty from such financially responsible parent or parent companies of the TPS for the payment of any liabilities or obligations to be incurred by the TPS. If any negative change in the financial condition of the guaranteeing party occurs, the Company

reserves its right to request a deposit from the TPS.

“Letter of Credit” means an irrevocable, standby transferable letter of credit, issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank which is satisfactory to Company and in a form reasonably acceptable to Company; where (i) such letter of credit bank has a senior unsecured long term debt rating of “A+” or better by Standard & Poor's Ratings Services (a division of McGraw-Hill, Inc.) or its successor and “A” or better by Moody's Investors Service, Inc., or its successor and (ii) has a combined capital surplus of at least USD10 billion.

7. *Notices.* Any notice or other communication under these TPS Terms and Conditions or the Service Agreement shall be in writing and shall be either (i) delivered by hand, (ii) mailed by registered, certified or regular mail, return receipt requested, postage prepaid, (iii) delivered by a recognized overnight or personal delivery service, (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is acknowledged by the recipient (automatic responses are sufficient for acknowledgement), to the respective parties at the address set forth beneath their respective names in the Third Party Supplier Service Agreement. Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the party to whom the notice is sent.
8. *Optional Billing and Collection Services.* As per NJNG’s Tariff, NJNG offers certain billing and collection services (“BCS”) options to TPS eligible to sell natural gas to NJNG’s transportation customers. Bill Option 1 - Utility Consolidated Billing requires information from the TPS that should be included in the Service Agreement. TPS will provide the Company with the billing parameters for the “commodity charge” to be included in the calculation of each Customer’s bill and the Company will send the total bill to each customer. The Company will purchase the receivable from the TPS and be solely responsible for the processing of payments, collections and basic customer inquiries. Continuing to participate in the optional BCS program constitutes agreement to any amendments by NJNG to these Terms and Conditions from time to time and/or as approved by the NJBPU.

The provisions in the remainder of this Section pertain to NJNG’s Tariff for Bill Option 1.

- I. *Services Rendered.* NJNG shall provide BCS on behalf of TPS resulting from TPS’ sale of natural gas to Transportation Customers. Specifically, NJNG shall (a) render monthly bills to Transportation Customers, (b) receive payments from Transportation Customers, (c) maintain accounts of Transportation Customers, including the posting of charges, payments, adjustments and other activities required to maintain accurate billing records for the sale of natural gas by TPS, and (d) assume responsibility for collecting natural gas commodity charges from delinquent Transportation Customers, including forwarding collection notices to Transportation Customers and any other actions necessary to collect such accounts, up to and including termination or shut-off of such accounts in accordance with the requirements of the NJBPU.
 - a. *Meter Reading.* NJNG shall read the meters of Transportation Customers and record the volumes of natural gas consumed by Transportation Customers using its meter reading procedures and cycles, using actual and estimated meter

reads. In the months in which actual reads are not taken, NJNG will provide TPS the estimated monthly reads as determined by NJNG in accordance with its system-wide estimation procedures. As soon as practicable after the end of every tenth billing cycle NJNG shall provide TPS with monthly reads, associated therms and calculated commodity charges of Transportation Customers taken during those cycles.

- b. *Purchase of Accounts Receivable.* NJNG shall purchase TPS' accounts receivable resulting from TPS' sale of natural gas to Transportation Customers. NJNG's purchase of accounts receivable will be limited to amounts due to TPS by Transportation Customers upon the provision of natural gas commodity service by TPS. NJNG's purchase, if any, of a TPS's accounts receivable shall be as set forth in the Billing and Payment for BCS section of this agreement. Notwithstanding anything contained herein, NJNG reserves the right to deduct from any sums due TPS hereunder any amounts owed by TPS to NJNG, including amounts for accounts not subject to Billing Option 1 Service, which amounts are past due but have not yet been paid, or to apply TPS's deposit or letter of credit to such past due amounts.
- c. *Logos, Generic Bill Messages and Quarterly Bill Inserts.* At no additional cost to TPS, TPS shall be allowed to include, on the monthly bill to Transportation Customers, TPS's logo (in addition to that of NJNG), two (2) lines of text for a generic message to each of TPS's Transportation Customers; and a one (1) page bill insert per quarter in accordance with the requirements of the NJBPU. It shall be within the sole discretion of NJNG to include in the monthly bill inserts that are longer than one (1) page. To the extent that NJNG is able to accommodate TPS's request to include such a bill insert, TPS shall pay NJNG for incremental postage and other expenses, which shall be reflected in NJNG's monthly invoice to TPS.
 - i. *License.* TPS hereby grants to NJNG during the term of the Third Party Supplier Service Agreement, a nonexclusive, royalty-free revocable license to use, copy, display and distribute TPS' trademarks and logos (the "TPS Trademarks") for purposes of branding the Services and providing the Services to Payers in accordance with these Terms and Conditions. NJNG shall not at any time do or permit any act to be done which may in any way impair the rights of TPS in the TPS Trademarks. NJNG's usage of the TPS Trademarks shall at all times be in accordance with the specifications for use of such TPS Trademarks provided in writing to NJNG by TPS. NJNG shall have the right to sublicense TPS Trademarks to any third party vendor retained by NJNG to provide BCS on NJNG's behalf.

II. *Rate Information Transfer Procedures.*

- a. *Transfer of Rate Information.* Upon enrollment of Transportation Customers, TPS shall provide NJNG each individual customer's billing parameters, which must fall into one of the following categories: (a) fixed commodity price per therm; (b) rebundled total price per therm; or (c) percentage discount off the

bundled sales charges. If the billing parameters do not fall into one of these categories, it must be approved by NJNG prior to the commencement of billing. For billing categories (a) and (b), TPS also shall provide the percentage discount, if any, TPS is offering budget payment plan customers. For billing category (c), the percentage discount shall be applied to budget payment plan customers.

- b. *Calculation of Customer Bills.* NJNG will use the billing parameters provided by TPS to calculate the commodity portion of the Transportation Customer's bills. TPS shall transfer any and all such billing parameter information to NJNG in a media and format specified by NJNG. TPS also must provide, in the same media and format, any changes to the current billing parameters on an individual customer basis, including an effective future date. NJNG shall not assume any responsibility for verifying such information.

III. *Billing and Payment for Billing and Collection Services.*

- a. *Billing and Payment.* As soon as practicable after the end of each month, NJNG shall invoice TPS for BCS provided by NJNG in the preceding calendar month. NJNG's invoice shall include the Basic Service Charge and the Billing Option 1 Service Charge reflected in Service Classifications - TPS. TPS shall pay NJNG's invoice within ten (10) days after NJNG sends said invoice. Payment will be made by ACH to the NJNG bank account specified in the Third Party Supplier Service Agreement or a modified by TPS with thirty (30) days prior notice.
- b. *Late Payment.* A late payment penalty shall accrue on any amounts not timely paid by TPS in accordance with Section 8.9 of the Standard Terms and Conditions of the NJNG Tariff. NJNG also shall have the right to access and apply TPS' deposit or letter of credit to any payment obligations which may be late.
- c. *Disputed Charges.* If NJNG receives a customer inquiry regarding its charges, NJNG shall be responsible for resolving the inquiry with the customer. If NJNG receives a customer inquiry regarding the TPS charges, NJNG shall refer the customer to the TPS for resolution. In the event the customer and TPS are unable to resolve their dispute, NJNG reserves the right to withhold payment for disputed charges.

IV. *Billing and Payment for Purchased Accounts Receivable.*

- a. *Billing and Payment.* As soon as practicable after the end of every tenth (10th) NJNG billing cycle, NJNG shall determine the amount due and owing to TPS for natural gas consumed by Transportation Customers served by TPS that NJNG billed during the relevant billing cycles. The amount due and owing shall equal the commodity charges calculated by NJNG based upon the billing parameters provided for the relevant therm volumes of natural gas consumed by Transportation Customers served by TPS and any billing adjustments. NJNG shall make payment to TPS by ACH, no later than fifteen (15) days following the end of every tenth billing cycle. The payment shall be

deposited to the TPS' bank account listed in the Service Agreement.

- b. *Overpayments by NJNG.* In the event that an overpayment by NJNG to TPS, NJNG shall deduct the amount of the overpayment from any amounts due TPS under the *Billing and Payment section* of this document or apply TPS' deposit or letter of credit until such overpayment is paid. If NJNG determines that the overpayment, is significant, TPS shall make such payment to NJNG as part of its next scheduled payment.
- c. *Billing Errors.* If NJNG finds or is notified by TPS within forty-five (45) days of the customer bill date of a billing error, it will make a reasonable effort to correct the error and render the appropriate bill within the time limits permitted by the laws of the State of New Jersey. The forty-five (45) day notification period shall not apply to billing errors caused by NJNG. If correction of such billing error results in an additional payment to TPS, then NJNG shall pay TPS the difference between the amount misbilled and the amount that should have been billed had no billing error occurred. If correction of such billing error results in an additional payment to NJNG, then NJNG shall deduct such amount from any amounts due TPS under Billing and Payment or apply TPS's deposit or letter of credit until such balance is paid. If NJNG determines that the amount due is significant, TPS shall make such payment to NJNG as part of its next scheduled payment. At NJNG's sole discretion, TPS shall compensate NJNG for processing unduly burdensome adjustments of customer billing information due to TPS error.

V. *Limitation on Liability; Indemnification.*

- a. *Limitation on Liability.* Notwithstanding anything contained herein to the contrary, in no event shall NJNG or an affiliated company or any of its or their respective officers, directors, employees, agents, or subcontractors be liable to TPS or any other party, under any theory of tort, contract, strict liability, negligence or other legal theories, for any form of indirect, special, consequential (including without limitation loss of profits) or punitive damages arising in connection with the services, these Terms and Conditions, the Service Agreement and/or NJNG's performance hereunder even if NJNG has been advised, knew or should have known of the possibility of such damages.
- b. *Indemnification.* TPS, at its own expense, shall defend, indemnify and hold NJNG, its affiliates, and NJNG and its affiliates' respective officers, directors, employees, agents and contractors harmless against any and all claims, expenses (including, without limitation, attorneys fees and allocated in-house legal expenses), losses or liabilities resulting from or arising out of (i) TPS's use of the services rendered pursuant to the Service Agreement and these Terms and Conditions; (ii) any act or omission of NJNG, its employees, officers, directors, agents or representatives in the performance of NJNG's obligations under the Service Agreement and these Terms and Conditions, except if such act or omission is the result of gross negligence, (iii) any act or omission of TPS, its employees, officers, directors, agents or representatives, contractors or contractors' employees related to the Service Agreement and these Terms and Conditions, or to TPS's provision of services to Transportation Customers, or (iv) any violations of law,

government regulations or orders, or permit requirements by TPS or TPS's employees, directors, officers, agents, representatives, or contractors or contractors' employees related to the Service Agreement and these Terms and Conditions, or to TPS's provision of services to Transportation Customers.

- VI. *Force Majeure.* NJNG shall not be held liable for any delay or failure in performance of its obligations under the Service Agreement and these Terms and Conditions resulting from any cause beyond its control, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, suspension or delays in the banking system, or acts of omission or commission by third parties.

9. *Confidentiality.*

- (A) *Confidentiality Defined.* For purposes of these Standard Terms and Conditions, "Confidential Information" shall mean any hard copy or computer generated information and any information in other tangible form supplied by one party hereto to the other which is clearly marked as confidential or proprietary, or, if orally or visually disclosed, is identified as confidential or proprietary upon disclosure and is also summarized in a written memorandum marked as confidential and proprietary that is delivered by the disclosing party to the receiving party promptly after the disclosure has been made.
- (B) *Use of Confidential Information.* Each party hereto agrees (i) to use Confidential Information only in its performance of the Service Agreement; (ii) not to disclose any Confidential Information or any part thereof to others for any purpose, except in accordance with this Section; and (iii) to limit dissemination of Confidential Information, or any part thereof, to persons who have a need to use or review such Confidential Information, or any part thereof, for purposes of that party's performance hereunder, and who are contractually obligated to treat the Confidential Information in accordance with the terms of this Section. The provisions of this Section, however, do not apply to the following: (i) information publicly available or known through no wrongful act of the receiving party; (ii) information rightfully acquired by the receiving party from third parties authorized to make such disclosure without restriction; (iii) information independently developed by the receiving party as shown by contemporaneous records of the receiving party; (iv) information approved for release by the written authorization of the disclosing party; (v) information previously known by the receiving party, as shown by the receiving party's records; or (vi) information required to be disclosed by a regulatory or governmental authority or action, provided that the receiving party uses its best efforts to provide prior advance notice to the disclosing party of any such disclosure requirement.
- (C) Each party acknowledges that any breach of any of its obligations under this Section is likely to cause or threaten irreparable harm to the other party. Accordingly, each party agrees that the other party shall be entitled to equitable relief to protect its interests,

including, but not limited to, preliminary and permanent injunctive relief without the necessity of posting a bond. Such remedy shall not be exclusive of other remedies otherwise available to either party hereto.

- (D) *Terms and Conditions.* The parties agree that the Service Agreement itself shall be considered confidential and will not be disclosed to third parties (other than to third party consultants employed by a party provided such consultants shall agree to be bound by the confidentiality terms of this Agreement) without written permission of the other Party, except as required by law. In the event disclosure is required by law, the party obligated to disclose shall notify the other party of such requirement and shall seek a ruling or protective order to maintain confidentiality of the disclosed provisions.

10. *Audits.*

- (A) *Notice, Scope and Frequency.* Upon thirty (30) days written notice to NJNG, TPS shall have the right to commence an audit. The notice of audit shall identify the requested date upon which it is to commence, the projected completion date, the TPS representatives and the purpose and subject matter of the audit. The scope of the audit and the materials to be reviewed will be mutually agreed to by the parties hereto. No more than one audit may be conducted in any twelve (12) consecutive months while the Service Agreement remains in effect. Audits shall be conducted during normal business hours and shall be of such records and accounts as may, under NJNG recognized accounting practices, contain information bearing upon (i) the amount being billed to TPS's end users by NJNG as part of the provision of the Billing Option 1 Service, and (ii) the charges to TPS for such service.
- (B) *Expenses.* Each party shall bear its own expenses associated with the conduct of the audit, except that special requirements required by TPS to conduct the audit, will be paid by TPS.
- (C) *Handling of Materials.* Materials of NJNG reviewed by TPS in the course of the audit, shall be deemed confidential and shall be treated in accordance with the provisions of the Confidentiality section of these Terms and Conditions. The use of audit materials by TPS shall be limited to the conduct of the audit and the preparation of a report for appropriate distribution by TPS to those within its organization who need to know the results of the audit and who are contractually obligated to treat such report and the information it contains confidential.

11. *Changes.* NJNG may amend, modify and/or change these Terms and Conditions and rates and charges contained in NJNG's Tariff and any Exhibits, Addenda and Attachments to these Terms and Conditions upon posting such amendments, modifications and/or changes to NJNG's website. In addition, NJNG reserves the right to discontinue or withdraw the Billing Option 1 Service, or any part thereof, upon prior notice to TPS, without incurring any liability in connection therewith. Notwithstanding any provisions to the contrary, however, changes or withdrawals required by the NJBPU or other governmental authority having jurisdiction over the Service Agreement and these Terms and Conditions, shall become effective as directed by that authority.

12. *Termination.*

(A) *Discretion to Terminate.* Notwithstanding Section 2, NJNG reserves the right, in its sole and absolute discretion, to terminate the Service Agreement, or any portion thereof, upon prior written notice to TPS, if: (a) NJNG determines in its sole discretion to terminate for convenience upon ten (10) days advanced written notice; (b) TPS breaches the Service Agreement or these Terms and Conditions or is in default of any obligation hereunder, and the breach or default has not been cured within thirty (30) days from the date TPS is notified of such breach or default; or (c) TPS (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of creditors; (iv) suffers or permits the appointment of a receiver for its business or assets; (v) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, voluntarily or otherwise; or (vi) fails to contest in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code or any application for the appointment of a receiver, custodian, trustee, or liquidation of itself or of all or a substantial part of its property, or its reorganization, or dissolution.

(B) *Automatic Termination.* The Service Agreement shall terminate automatically if Service Classifications - TPS is eliminated from NJNG's Tariff by order of the NJBPU, or any successor agency.

(C) *Surviving Liability.* Termination pursuant to this Section shall not relieve TPS of any liability incurred prior to the effective date of termination.

(D) *Collection Costs.* NJNG shall be entitled to receive from TPS any costs of collection activity including court costs and reasonable attorney's fees incurred to secure payment by TPS for Billing Option 1 Service.

13. *Warranty Disclaimer.* Except as provided herein, NJNG makes no, and hereby disclaims any, representation or warranty with respect to the services, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights.

14. *Use of Billing Intermediary.* NJNG, at its option, may provide the Bill Option 1 Service pursuant to these Terms and Conditions through a third-party billing intermediary.

15. *Miscellaneous.*

(A) *Tariff Requirements Govern.* In the event of any conflict between these Terms and Conditions and those of the Tariff or any regulatory requirements, the terms and conditions of the Tariff or regulatory requirements shall control. However, the parties intend that these Terms and Conditions, to the extent not in conflict with the Tariff or regulatory requirements, supplement the Tariff or regulatory requirements, supply necessary operational practices, and be construed to the fullest extent possible in harmony with the Tariff or regulatory requirements.

- (B) *Assignments.* Any assignment by TPS of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of NJNG, shall be null and void. NJNG reserves the right to assign its obligations and rights hereunder, or any part thereof, without the prior written consent of TPS.
- (C) *Waivers.* No amendment or waiver of any provision of the Service Agreement or these Terms and Conditions and no consent to any default under the Service Agreement or these Terms and Conditions shall be effective unless the same shall be in writing and signed by both parties. In addition, no course of dealing or failure of a party to strictly enforce any term, right or condition of the Service Agreement and these Terms and Conditions shall be construed as a waiver of such term, right or condition.
- (D) *No Third Party Beneficiaries.* These Terms and Conditions shall not provide any person not a party to these Terms and Conditions, through a Service Agreement, with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to these Terms and Conditions.
- (E) *Governing Law.* The Service Agreement and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of New Jersey, excluding, however, any conflicts of laws principles or rules that might require the application of the laws of another jurisdiction. Venue for any litigation arising from the Service Agreement and these Terms and Conditions shall only be proper in New Jersey state courts, the federal courts located in New Jersey and before any administrative agency with competent jurisdiction.
- (F) *Entire Agreement.* These Terms and Conditions, along with the Service Agreement and any all attached Exhibits Attachments or Schedules, constitute the entire understanding between the parties and supersede all prior understandings, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof.
- (G) *Headings.* The headings in these Terms and Conditions are for convenience and shall not be construed to define or limit any of the terms herein or affect the meanings or interpretation of these Terms and Conditions.