



## BP Energy Retail Company LLC Terms of Service for Massachusetts<sup>1</sup>

**Pricing structure:** Please see the Sales Confirmation

**Length and kind of contract:** Please see the Sales Confirmation

**Due date of bills and consequences of late payment:** Please see the Sales Confirmation and the Master Retail Electricity Sales Agreement (“Agreement”)

**Conditions under which a credit agency is contacted:** Seller contacts credit reporting agencies (S&P, Moody’s and/or Fitch) in accordance its Credit Policy in effect at the time.

**Deposit requirements and interest on deposits:** Please see the Agreement

**Limits on warranty and damages:** All limits on warranties and damages are set forth in the Agreement.

**Penalties:** Penalties for early termination are set forth in the Agreement.

**Right to rescind:** Buyer has the right to rescind, without charge or penalty, its choice of Seller, no later than midnight on the third day following Buyer’s receipt of the Agreement, the Sales Confirmation and this Terms of Service.

**Toll-free number for service complaints:** 1-877-432-4530

**Basic service availability:** Under Massachusetts law, Buyer has the right to basic service from Buyer’s utility.

**Changes to Terms of Service:** If Seller wishes to propose material changes to this Terms of Service, Seller will notify Buyer in advance and in writing.

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<sup>1</sup> Terms not defined herein shall have the same meaning set forth in the Sales Confirmation or the Agreement.