

## Price, Terms & Conditions



**Green Mountain™ Carbon Offsets** is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org)

- A. Green Mountain Energy Company (“Green Mountain”) agrees to sell, and Buyer agrees to purchase and pay for, Green Mountain™ Carbon Offsets at the quantity and purchase price indicated on the online transaction. The indicated quantity of Green Mountain™ Carbon Offsets will be sold and transferred from Green Mountain Energy to Buyer effective upon Green Mountain’s receipt of the Total Purchase Price from Buyer
- i. Green Mountain™ Carbon Offsets is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.
- B. When you purchase Green Mountain™ Carbon Offsets from Green Mountain, we will offset the applicable amount of your carbon dioxide (CO2) footprint through the use of one or more of the following carbon offset standards:
- i. **Verified Carbon Standard (VCS)** – Verified Carbon Standard is a carbon offset standard for both domestic and international Verified projects. VCS has approved other methodologies, such as Climate Action Reserve and Clean Development Mechanism, and created several of its own methodologies for calculating emissions reductions. The current list of carbon offset project types eligible for VCS certification is available online at <https://verra.org/project/vcs-program/rules-and-requirements/>. VCS Certified Green Mountain Energy® offsets are denominated in Verified Carbon Units (VCUs). VCUs represent 1 metric ton of carbon dioxide avoided by a project that meets the Verified Carbon Standard. VCUs are traded and retired on the VCS Registry. More information about the Verified Carbon Standard can be found at [v-c-s.org](http://v-c-s.org).
  - ii. **Climate Action Reserve (CAR)** – Climate Action Reserve is a Verified carbon offset standard for projects located in the United States and Mexico, based on its own protocols for calculating emissions reductions. The current list of carbon offset project types eligible for CAR certification is available online at <http://www.climateactionreserve.org/how/protocols/>. CAR Certified Green Mountain Energy® offsets are denominated in Certified Reduction Tons (CRTs).
  - iii. **Green-e® Climate** – Green-e® Climate is a consumer protection program that certifies carbon offsets sold on the verified market. Green-e® Climate endorses other carbon offset standards, as well as its own Protocol for Renewable Energy. The current list of standards endorsed by Green-e® Climate can be found at [http://www.Green-e.org/getcert\\_ghg\\_endorsed.shtml](http://www.Green-e.org/getcert_ghg_endorsed.shtml). Green-e® Climate certified Green Mountain Energy® offsets are denominated in the units of the Endorsed Program or as renewable energy certificates, which are converted to carbon offsets using the Green-e® Climate Protocol for Renewable Energy. Each Green-e® Climate offset represents 1 metric ton of carbon dioxide avoided by a

project eligible under an Endorsed Program. Green-e® Climate offsets are traded on the registries of their Endorsed Programs, or for offsets created under the Protocol for Renewable Energy, on renewable energy certificate registries. More information about Green-e® Climate can be found at [http://www.Green-e.org/getcert\\_ghg.shtml](http://www.Green-e.org/getcert_ghg.shtml)

- C. Green Mountain represents and warrants that Green Mountain is selling the Green Mountain™ Carbon Offsets once and only once to Buyer.

### **Calculation of CO2 Offset and Carbon Footprint Amounts.**

- i. Green Mountain™ Carbon Offsets are sold in units of 1 metric ton (2,204.6 pounds) of CO<sub>2</sub>, and may be certified under one or more of the standards listed above. Buyer's purchase does not actually reduce the CO<sub>2</sub> emissions associated with Buyer's energy consumption but helps to offset the release of the applicable number of tons of CO<sub>2</sub> emissions elsewhere. Buyer's purchase will not prevent or offset the emissions of other harmful pollutants associated with your energy consumption, such as particulate matter, methane, ozone, sulfur dioxide, and nitrogen oxide.
- ii. Green Mountain's calculation of the Buyer's carbon dioxide footprint is designed to provide reasonably accurate estimates of the emissions impact of Buyer's energy consumption from various sources, including but not limited to electricity and natural gas usage; transportation such as driving, flying, and mass transit; and shipping products. Our calculations are based on methodologies we believe to be scientifically valid, using government sources and industry best practice methodologies such as the World Resources Institute Greenhouse Gas Protocol. Buyer acknowledges that the CO<sub>2</sub> offset amounts are estimates determined in accordance with these methodologies, and that the actual amount of CO<sub>2</sub> offset may be different from these estimates and may be different from the amount of CO<sub>2</sub> emissions that Buyer is intending to offset.
- iii. Green Mountain will supply the quantity of Green Mountain™ Carbon Offsets purchased by Buyer on an annual basis by purchasing and retiring on Buyer's behalf carbon offsets certified under one or more of the standards listed above. The technologies, instruments and methods we use to supply these offsets, and the applicable combination or mix thereof, will be determined in Green Mountain's discretion.

- D. **Payment of Purchase Price.** The total Purchase Price is due at the time of the transaction. **No Ownership Right.** Buyer obtains no property right or other interest in the carbon offset technology or the premises on which the carbon offset technology is implemented. All payments are handled and processed by third party services; Green Mountain Energy does not store any payment information.

- E. **Limitations of Liability; Disclaimer of Warranties.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FOR A BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER THOSE DAMAGES ARE CLAIMED UNDER CONTRACT, WARRANTY, INDEMNITY, TORT OR ANY OTHER THEORY AT LAW OR IN EQUITY. NOTWITHSTANDING ANY PROVISION HEREIN, GREEN MOUNTAIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL PURCHASE PRICE PAID TO GREEN MOUNTAIN BY BUYER. Unless specifically set forth herein, neither Party makes any representation or warranty whatsoever, express or implied, to the other Party and hereby disclaims any such purported representation or warranty, Including Any IMPLIED Warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- F. **Miscellaneous.** This Agreement states the entire agreement of the Parties with respect to the subject matter hereof and may not be amended without the written agreement of both Parties. Buyer may not assign this Agreement without the prior written consent of Green Mountain. This Agreement is governed by the laws of the State of Texas
- G. **Customer Service Contact Information.** If you have any questions regarding the online purchase process you can reach out to our customer service agents at 1-866-785-4668, daily from 7 am – 10 pm CT.