

## Standard Terms and Conditions

### 1. Application & Acceptance.

These standard terms and conditions (“**Terms and Conditions**”), are the only terms that govern the sale of products (the “**Products**”) and services (the “**Services**”) by JCL Energy, LLC, a Pennsylvania limited liability company (“**JCL**”) to you (the “**Customer**” and together with JCL, each a “**party**” and collectively, the “**parties**”).

These Terms and Conditions, together with JCL’s final quotation (the “**Quote**”), the purchase order signed by the Customer and accepted by JCL in writing (the “**Purchase Order**”) and JCL’s order acknowledgement (the “**Order Acknowledgement**”), collectively, comprise the entire agreement (the “**Agreement**”) between the Customer and JCL and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral, between the parties.

Sale of any Products or Services by JCL to the Customer is expressly conditioned on the Customer’s acceptance of these Terms and Conditions. JCL objects to any terms and conditions set forth in the Customer’s Purchase Order or implied by trade, custom, practice, course of dealing, or trade usage that are different from, or in addition to, these Terms and Conditions, and such terms are hereby expressly rejected. Any conduct by the Customer which recognizes the existence of a contract pertaining to the subject matter hereof, including, but not limited to, the Customer’s acceptance of delivery of the Products or performance of the Services, shall constitute the Customer’s unqualified acceptance of these Terms and Conditions.

### 2. Quotes.

Unless otherwise expressly stated in the Quote, the Quote does not constitute an offer and JCL may withdraw or revise the Quote at any time before accepting the Customer’s Purchase Order. JCL’s acceptance of any Purchase Order from the Customer shall be effective only where such acceptance is in writing and signed by an authorized representative of JCL.

### 3. Price.

The Customer shall purchase the Products and Services from JCL at the price (the “**Price**”) set forth in the Order Acknowledgement. Unless otherwise agreed by JCL in writing, the Price is exclusive of all federal, state, or local sales, use, ad valorem, and excise taxes and any other taxes, duties, levies or charges of any kind assessed or assessable by any governmental authority (collectively, the “**Taxes**”) on any amounts payable by the Customer with respect to the sale, use or transportation of the Products or Services, and the Customer shall be responsible for all such Taxes. If the Customer is exempt from any Taxes, the Customer must furnish all applicable certificates of exemption to JCL. JCL may, at any time prior to delivery of the Products or performance of the Services, revise the Price to account for any increase in its own costs including, without limitation, the costs of any materials, carriage, labor or overheads, the increase or imposition of any tax, duty or other levy, and any variation in exchange rates. Additionally, JCL may increase the Price when the order involved covers a special item of manufacture and the Customer has been notified of a price increase prior to the date that JCL starts production of such item. Unless otherwise agreed by JCL in writing, any tax assessed on the sale of Products or Services shall be added to the Price, and packaging, freight and insurance shall be charged additionally.

### 4. Payment.

The Customer shall pay all invoiced amounts due to JCL in full within the time stated on JCL’s invoice. Time shall be of the essence with respect to the Customer’s payment of all invoices. The Customer shall make all payments in United States dollars by wire transfer, ACH, check, or such other method agreed upon by JCL in writing. If the payment due date is a Saturday, Sunday or holiday where banks located in the Commonwealth of Pennsylvania are authorized or required to be closed, the Customer shall make such payment on the first business day after such due date.

In addition to all other legal, equitable, and contract rights, the Customer shall pay interest on all late payments at the lesser of the rate of five percent (5%) per month, compounded monthly, or the highest rate permissible under applicable law, calculated daily and compounded monthly, until the overdue amount has been paid in full. The Customer shall reimburse JCL for all costs incurred in collecting any late payments, including, without limitation, attorney's fees.

In addition to all other remedies available to JCL under these Terms and Conditions or at law (which JCL does not waive by the exercise of any rights hereunder), JCL shall be entitled to suspend the delivery of any Products or performance of any Services under this Agreement, or any other Agreement between JCL and the Customer, and may stop any Products in transit when: (i) in JCL's opinion, the Customer's financial condition or the state of the Customer's account warrants it; (ii) delivery of Products or performance of Services is delayed because of any act or omission of the Customer; or (iii) the Customer is delinquent in payment of any amount owed to JCL.

The Customer shall not withhold payment of any amounts due and payable to JCL by reason of any set-off, exchange, collection, or any other charges, whether relating to JCL's breach, bankruptcy, or otherwise.

## 5. **Delivery of Products.**

The delivery date(s) provided by JCL are approximate only. JCL shall use commercially reasonable efforts to ship the Products within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. Time for delivery is not of the essence and shall not be made so by the service of any notice.

JCL may, in its sole discretion, without liability or penalty, make partial shipments of Products to the Customer. Each shipment will constitute a separate sale, and the Customer shall pay for the units shipped, in accordance with the terms of Section 4 herein, whether such shipment is in whole or partial fulfillment of the Customer's Purchase Order. The Customer shall pay for the actual quantity delivered.

All shipping terms shall have the meaning set forth in the Uniform Commercial Code for domestic sales or in INCOTERMS™ 2020, as published by the International Chamber of Commerce, for international sales. Unless otherwise expressly stated in the Order Acknowledgment, delivery will be made F.O.B. point of origin, title to and risk of loss of the Products will pass to the Customer at the point of origin, and the Products shall be deemed "delivered" at such time. Any claims for losses or damage occurring after JCL's delivery of the Products to the carrier shall be made by the Customer directly with the carrier. The Customer assumes all risks and liability for results arising out of the Customer's unloading, discharge, storage, handling and use of the Products, or arising out of the Customer's compliance or non-compliance with federal, state, municipal or local laws and regulations with reference thereto.

If for any reason the Customer fails to accept delivery of any of the Products, or if JCL is unable to deliver any of the Products because the Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to the Customer; (ii) the Products shall be deemed to have been delivered; and (iii) JCL, at its option, may store the Products until the Customer picks them up, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

JCL shall not be liable in damage for, nor demand to be in default by reason of, any failure to deliver or delay in delivery due to any cause beyond its reasonable control, including but not limited to, delays caused by fire, the elements, war, labor difficulties, interruptions or shortage of transportation, inability to obtain supplies or any other cause that interferes with JCL's production facilities or those of its sources of supply. Each order is made subject to all present and future government laws, orders, regulations or restrictions affecting or limiting the supply of materials or the production or delivery of materials or products. During any period in which any of the contingencies

described above exists, JCL will allocate deliveries of its products among its customers in any manner which it determines, in its sole discretion, to be fair and reasonable.

**6. Performance of Services.**

The performance date(s) provided JCL are approximate only. JCL shall use commercially reasonable efforts to perform the Services within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. Time for performance is not of the essence and shall not be made so by the service of any notice.

The Customer shall (i) cooperate with JCL in all matters relating to the Services; (ii) respond promptly to any request by JCL to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for JCL to perform the Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as JCL may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

- 7. Purchase-Money Security Interest.** As collateral security for payment of the Price and performance by the Customer of all of its obligations under this Agreement, the Customer hereby grants to JCL a lien on and security interest in and to all of the right, title, and interest of the Customer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section 7 constitutes a purchase money security interest under Division 9 of the Pennsylvania Uniform Commercial Code. JCL reserves the right, and the Customer hereby authorizes JCL, to file such appropriate financing statements to perfect its security interest in the Products, and the Customer shall execute any such statements or other documentation necessary to perfect JCL's security interest in the Products.

**8. Inspection and Rejection of Nonconforming Products.**

The Customer shall inspect the Products within five (5) business days of receipt (the "**Inspection Period**"). The Customer will be deemed to have accepted the Products unless it notifies JCL in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by JCL. For purposes of this Agreement, "**Nonconforming Products**" shall mean only that the Products shipped are different than those identified in the Customer's Purchase Order.

If the Customer timely notifies JCL of any Nonconforming Products, JCL shall, at its sole option and discretion, (i) repair such Nonconforming Products; (ii) replace such Nonconforming Products with conforming Products, or (iii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by the Customer in connection therewith. The Customer shall ship, at JCL's expense, the Nonconforming Products to JCL's facility. If JCL exercises its option to repair or replace Nonconforming Products, JCL shall, after receiving the Customer's shipment of Nonconforming Products, ship to the Customer, at JCL's expense, the repaired or replaced Products to the delivery point identified in the Order Acknowledgment.

The Customer acknowledges and agrees that the remedies set forth in this Section 8 are the Customer's exclusive remedies, and JCL's sole and exclusive liability, for the delivery of Nonconforming Products. Except as provided under this Section 8, all sales of Products to the Customer are made on a one-way basis and the Customer has no right to return Products purchased under this Agreement to JCL.

- 9. Customer's Acts or Omissions.** If JCL's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer or its agents, subcontractors, consultants, or employees, JCL shall not be deemed in breach of its obligations

under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by the Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

**10. Force Majeure.**

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to JCL hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party (the "**Impacted Party**") including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, unusually severe weather, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, cyber warfare or cyber terrorism; (d) acts of government, government order, law, or actions; (e) embargoes, blockades, or other export restrictions in effect on or after the date of this Agreement; (f) national or regional emergency, epidemics, pandemics, or quarantine restrictions; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials including a significant increase in the price of materials; or (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 10, either party may thereafter terminate this Agreement immediately upon written notice to the other party.

**11. Compliance with Law.**

The Customer shall comply with all applicable laws, regulations, and ordinances. The Customer shall maintain in effect all of the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. The Customer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by the Customer. The Customer assumes all responsibility for shipments of Products requiring any government import clearance. JCL may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Products.

**12. Termination; Effect of Termination.**

In addition to any remedies that may be provided under these Terms and Conditions or at law, JCL may, upon written notice to the Customer, alter or suspend credit, refuse shipment or cancel orders, or terminate this Agreement with immediate effect and refuse to make any further deliveries or performance thereunder if: (a) the Customer fails to pay to JCL any amount when due; (b) the Customer has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; (c) the Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing; (d) the Customer's financial condition or the state of the Customer's account with JCL warrants it; (e) the Customer violates, or is officially charged with a violation of any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Products or performance of the Services; (f) any additional customs duty or tariff shall be imposed between the date of the Agreement and the date of arrival of the Products at the appropriate point of entry or location, unless the Customer shall pay such additional duties or tariffs; or (g) delivery is delayed because of any act or

omission of the Customer.

Any alterations, modifications, or cancellations to an order must be reflected on a new or revised Purchase Order, submitted by the Customer and approved by JCL in writing. If the Customer cancels an order for any reason and JCL, in its sole discretion, approves the cancellation in writing, the Customer shall pay to JCL a cancellation charge in accordance with the following schedule:

<b>Cancellation Date</b>	<b>Cancellation Charge (% of Price)</b>
1 week after Purchase Order	10%
3 weeks after Purchase Order	15%
More than 3 weeks after Purchase Order, but before factory release	20%
1 week after factory release	65%
2 weeks after factory release	70%
3 weeks after factory release	90%
4 weeks or more after factory release	100%

In the event that JCL does not approve the Customer's request to alter, modify, or cancel an order, the Customer shall remain liable to the Company for the entire Price.

**13. Liability.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN NO EVENT SHALL JCL BE LIABLE TO THE CUSTOMER, ANY USER OF THE PRODUCTS, OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR OTHER DAMAGES WHATSOEVER ARISING FROM THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR FROM THE NON-DELIVERY, DELAYED DELIVERY, DAMAGE OF PRODUCT OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT JCL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL JCL BE LIABLE FOR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER THE CUSTOMER'S STANDARD TERMS AND CONDITIONS CONTAIN A LIQUIDATED DAMAGES CLAUSE. THE CUSTOMER AGREES THAT JCL WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY. JCL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL OF THE AMOUNTS PAID TO JCL FOR THE PRODUCTS AND SERVICES.

**14. Warranties.**

EXCEPT FOR ANY WRITTEN WARRANTY PROVIDED TO THE CUSTOMER IN CONNECTION WITH THE QUOTE, IF ANY, JCL EXTENDS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ANY

TECHNICAL INFORMATION, PRODUCT LITERATURE, JCL TECHNICAL ASSISTANCE OR OTHER INFORMATION IS GIVEN TO AND ACCEPTED BY THE CUSTOMER AT ITS OWN RISK.

**15. Indemnity and Release.**

The Customer agrees to indemnify, defend and hold harmless JCL, its owners, officers, directors, employees, representatives and affiliates, and the owners, officers, directors, employees and representatives thereof (collectively, the “**Indemnified Parties**”), from and against any and all damages, claims, expenses (including reasonable attorneys’ fees), losses or liabilities of any nature whatsoever, and whether involving injury or damage to person or property, and any and all suits, causes of action and proceedings thereon arising or allegedly arising out of, based upon or attributable to the Products sold hereunder or from the use thereof, or from performance of the Services (collectively, the “**Losses**”). Furthermore, the Customer agrees to indemnify, defend and hold harmless the Indemnified Parties from and against all Losses based on a claim that any of the Products or Services or the Customer’s receipt or use thereof infringes upon any intellectual property right of a third party.

**16. Confidentiality.**

All non-public, confidential or proprietary information of JCL, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by JCL to the Customer, whether disclosed orally, visually, or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement (collectively, the “**Confidential Information**”) is confidential, and to be used solely for the purpose of performing this Agreement.

The Customer shall take reasonable security precautions, using at least the same degree of care used to protect its own important confidential or proprietary information, but in any case, no less than a reasonable degree of care, to keep JCL’s Confidential Information confidential and may not disclose or copy the Confidential Information unless authorized in advance by JCL in writing. The Customer shall not analyze or re-engineer, or have analyzed or re-engineered any Confidential Information. The Customer shall notify JCL immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any breach of this Section 16 by the Customer, and will cooperate with JCL in every reasonable way to assist JCL in regaining possession of the Confidential Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

All Confidential Information, including information contained in computer software or stored in computer memory or on storage media, is and shall remain the sole and exclusive property of JCL. Upon expiration or termination of this Agreement, or upon JCL’s request, the Customer shall promptly return all documents and other materials received from JCL.

The Customer acknowledges that the Confidential Information is unique and valuable, and that disclosure in breach of this Section 16 will result in irreparable injury to JCL for which monetary damages alone would not be an adequate remedy. Therefore, the Customer agrees that in the event of a breach or threatened breach of confidentiality, JCL shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any violation of this Section 16 without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

This Section 16 does not apply to information that the Customer can prove: (a) was publicly known at the time of JCL’s communication thereof, or becomes publicly known through no action or fault of the Customer; (b) was in the Customer’s possession free of any obligation of confidence at the time of JCL’s communication thereof to the Customer or any obligation created under this Agreement; or (c) was rightfully obtained by the Customer from a third party authorized to make such disclosure without restriction.

In the event that the Customer is required by law, rule, regulation, court order or order of any governmental body or agency or any

national securities exchange to disclose any of JCL's Confidential Information, the Customer shall (a) provide JCL prompt notice of such requirement (or related request); (b) consult with JCL before making any such disclosure; and (c) cooperate fully with JCL in JCL's efforts, if any, to obtain a protective order or otherwise avoid disclosure of any such Confidential Information.

**17. Intellectual Property.**

JCL owns all patents, trademarks, copyrights and any other intellectual property rights related to the Products (collectively, the "Intellectual Property"). Under no circumstances shall the Customer acquire any right, title or interest in or to the Intellectual Property, or use any of the Intellectual Property, without the prior written consent of JCL and a license from JCL therefore. JCL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO CLAIMS OF INFRINGEMENT MADE BY THIRD PARTIES AND ARISING FROM TRADEMARK, PATENT, OR OTHER PROPERTY RIGHTS IN THE PRODUCTS. The Customer understands and agrees that JCL does not warrant that the Products are free of the rightful claim of any third person by way of infringement or the like.

**18. Assignment.**

The Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of JCL. Any purported assignment or delegation in violation of this Section 18 is null and void. No assignment or delegation relieves the Customer of any of its obligations under this Agreement.

**19. Relationship of the Parties.**

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

**20. No Third-Party Beneficiaries.**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

**21. Law and Jurisdiction.**

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

**22. Submission to Jurisdiction.**

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the state or federal courts located in Mercer County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**23. Severability.**

Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**24. Waiver.**

No waiver by JCL of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by JCL. No

failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**25. Survival.**

Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Payment, Purchase-Money Security Interest, Compliance with Laws, Liability, Warranty, Indemnity and Release, Confidential Information, Intellectual Property, Governing Law, Submission to Jurisdiction and Survival.

**26. Entire Agreement.**

This Agreement, together with the Quote, the Purchase Order, and the Order Acknowledgment, collectively, comprise the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**27. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute the Agreement between the parties.

**28. Amendment and Modification.**

This Agreement may only be amended or modified in a writing that expressly states that it amends this Agreement and is signed by an authorized representative of each party.



**JCL ENERGY, LLC**

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By:

Name:

Title:

**CUSTOMER**

**[CUSTOMER NAME]**

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By:

Name:

Title:

**[Signature Page to JCL Energy, LLC Standard Terms and Conditions]**

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**WE ARE  TRANSFORMERS**