

TERMS AND CONDITIONS

Applicant understands that all funding for rebates under this program derives from the Energy Efficiency Fund which is managed, in part, by Participating Utilities and funded, in part, by their customers. Neither Participating Utility guarantees the availability of funding for this program and neither is responsible for any costs or damages incurred by applicant if funding for this program or the Energy Efficiency Fund is reduced or eliminated by the State of Connecticut, the Public Utilities Regulatory Authority, Department of Energy and Environmental Protection or other State of Connecticut action.

Rebates are subject to funding availability and are subject to change at any time without notice.

APPLICATION FORM: This application must be filled out completely, truthfully and accurately. The customer or their authorized representative must sign, date, and submit this application along with the installation invoice (as outlined under Proof of Purchase), the specification sheet(s), an IRS W9 Form, and any other required documentation identified on this application.

ELIGIBILITY: Rebates are available to industrial, commercial, institutional, and agricultural electric customers of Connecticut Light & Power Company dba Eversource Energy ("Eversource"), The United Illuminating Company ("UI") who have a commercial rate code on their electric service. Eligible equipment and products must be installed in the service territory of the participating utility. New construction projects are NOT eligible. Residential customers may apply for common areas of multi-family housing. Eversource multi-family customers must have a commercial revenue code on their account to be eligible for rebates. The Participating Utility reserves the right to modify payment options and restrict the amount of the rebate available for facilities using self-generation for non-emergency purposes.

PRE-APPROVAL AND VERIFICATION: Pre-approval and a post-inspection from the Participating Utility are required if the rebate total is greater than \$5,000. Pre-approval will be issued in writing with or without a pre-inspection, to be determined by the Participating Utility. The Participating Utility reserves the right to verify sales transactions and to have reasonable access to your facility, to inspect the equipment installed under this initiative, prior to issuing rebates, or at a later time. All work must be completed in accordance with all applicable codes and all required permits must be obtained. The participating utilities may request copies of any required permitting documentation at any time.

REBATE OFFER: Rebate offer is available for qualifying equipment and products that are purchased and installed between January 1, 2021 and December 31, 2021. Rebate amount will not exceed 75% of equipment or product cost. See attached eligibility sheet for qualifying equipment specifications. The Participating Utility reserves the right to cap rebate amounts. Contact the Participating Utility representative for details.

REBATE PAYMENT: Please allow at least 30 days for payment. Payment process may take longer if Application package is submitted incomplete. For UI Customers, payment will not be made to any third party regardless of arrangements between the customer/account holder and third party. Rebate checks will be mailed to customer/account holder on record. For Eversource customers, payment to designated third party on rebate form will be permitted.

PROOF OF PURCHASE: An installation invoice itemizing the purchased equipment must accompany this application and must indicate the date of purchase, the date of installation, cost, equipment type, size, make and model.

ENDORSEMENT: The Participating Utility does not endorse any particular manufacturer, product, or system design in promoting this program.

TAX LIABILITY: The Participating Utility will not be responsible for any tax liability that may be imposed on the customer as a result of the payment of rebates. All customers must supply their Federal Tax Identification Number or Social Security Number (IRS W9 Form) as part of this application to receive a rebate.

WARRANTY: The Participating Utility makes no warranties or representation of any kind, whether statutory, expressed or implied, including, without limitations, warranties of merchantability or fitness for particular purpose regarding the system or services provided by a manufacturer or vendor. Contact the contractor for details regarding system performance of the energy efficiency measures. The Participating Utility does not guarantee that the listed measures will result in energy and/or cost savings.

LIMITATIONS OF LIABILITY: The Participating Utility's liability is limited to paying the rebate specified. The Participating Utility is not liable for any damages arising out of, or resulting from, participation in this rebate offer, including but not limited to loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind, as well as any indirect, incidental, punitive, special, or consequential damages, or for any damages in total connected with or resulting from participation in this program.

ISO-NE CAPACITY PAYMENTS: By signing this document, and as a condition to receiving a rebate pursuant to this program, the customer acknowledges and agrees that any and all payments, benefits and/or credits associated with or applicable to the customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any existing, successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource or UI, as applicable. The customer hereby assigns to Eversource or UI, as applicable, all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits, and agrees to take any and all action, including executing and delivering any and all documentation and/or instruments, as requested by Eversource or UI, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process.

CLASS III CONSERVATION CREDITS: Any Class III renewable energy credits and/or conservation credits received in connection with this program shall be retained by the Utilities pursuant to the laws of the State of Connecticut and/or applicable PURA decision in effect as of the date hereof.

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Energize Connecticut – programs funded by a charge on customer energy bills.