

Residential Terms and Conditions (Effective 3.1.2019)



THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY. BY PARTICIPATING IN THE PROGRAM (AS SUCH TERM IS DEFINED BELOW), YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

Program Description - Elizabethtown Gas' residential customer energy efficiency program (Program) is designed to supplement the incentives or rebates offered by the New Jersey Clean Energy Program (NJCEP) for residential customers. The name of the NJCEP program being supplemented by this Program is WARMAdvantage.

Application and Eligibility Process – The Program pays supplemental incentives after the installation of qualified energy efficiency measures, which meet all approvals and eligibility requirements of the NJCEP's WARMAdvantage Program and Elizabethtown Gas' Program. Please refer to the NJCEP's WARMAdvantage Program Guide on its website at www.njcleanenergy.com/warm for the NJCEP's application and eligibility process and rules.

Supplemental incentives apply to residential customers of Elizabethtown Gas with a current gas account in good standing, that are subject to the Elizabethtown Gas Energy Efficiency Program (EEP) surcharge, that purchase, install and own (either through an up-front purchase or at the end of a short-term lease) high-efficiency natural gas equipment at the physical address that corresponds to the customer's Elizabethtown Gas account, and participate in the NJCEP's WARMAdvantage Program. Employees of Elizabethtown Gas, dealers and retailers are eligible to participate in this Program so long as they meet all other requirements.

Qualifying equipment includes natural gas fired boilers, furnaces and water heaters that meet specified efficiency requirements. Homes constructed under New Jersey's Residential New Construction Program do not qualify for incentives under this Program. **The equipment must be purchased and installed between March 1, 2019 and December 31, 2021. To qualify for the supplemental incentive, customer must have applied for, qualified for and been approved for a residential rebate offered by the NJCEP for the same product(s) and project.**

Equipment installation must be completed in compliance with all applicable laws, regulations and building codes imposed by federal, state, and local authorities.

Equipment procured by customers through another program offered by NJCEP or a New Jersey Utility other than Elizabethtown Gas, as applicable, is not eligible for incentives through this Program.

Customers do not qualify for rebates from both this Program and the Home Performance with Energy Star Program (Energy Star Program) for the same equipment. If you submit a rebate application through this Program, you agree and acknowledge that you shall not submit a rebate application for the same equipment through the Energy Star Program. Customers who receive rebates from both this Program and the Energy Star Program for the same equipment shall reimburse Elizabethtown Gas for the incentive received through this Program.

Incentive Amount – As to the supplementation of the WARMAdvantage Program, Elizabethtown Gas will offer an incentive of up to \$300 on a gas fired boiler, \$250 on a gas furnace and up to \$100 on a gas water heater. In no event may the combined NJCEP and Elizabethtown Gas incentive exceed the total project cost. In the event the total amount of the NJCEP and Elizabethtown Gas rebates exceed the total cost of the project, the Elizabethtown Gas rebate supplement will be reduced accordingly so as to not exceed the total cost of the project.

Only one rebate per individual product purchased will be accepted. Applicants must be above the age of minority in the State of New Jersey. A rebate application must be both separately completed and mailed for each qualifying piece of equipment. Incomplete applications will not be approved for incentives or returned to you. Please allow at least eight weeks after you receive your NJCEP rebate to receive your rebate supplement from Elizabethtown Gas. Rebate supplements will be paid by check in U.S. dollars to the address you provided on your NJCEP rebate application. This Program supplemental rebate and offer expire if rebate check is not cashed within 90 days of check date.

Tax Liability – Elizabethtown Gas will not be responsible for any tax liability that may be imposed on any customer as a result of the payment of Program incentives.

Endorsement – Elizabethtown Gas does not endorse, support or recommend any particular manufacturer, product or system design in promoting this Program.

Warranties – ELIZABETHTOWN GAS DOES NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT, AND/OR SERVICES RENDERED AS PART OF THIS PROGRAM, EITHER EXPRESSLY OR IMPLICITLY. ELIZABETHTOWN GAS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING EQUIPMENT OR SERVICES PROVIDED BY A MANUFACTURER OR VENDOR. CONTACT YOUR VENDOR/SERVICES PROVIDER FOR DETAILS REGARDING PERFORMANCE AND WARRANTIES.

Limitation of Liability – By virtue of participating in this Program, customers agree to waive any and all claims or damages against Elizabethtown Gas, except the receipt of the Program incentive. Customers agree that Elizabethtown Gas' liability in connection with this Program is limited to paying the Program incentive specified prior to suspension or termination of the Program. Under no circumstances shall Elizabethtown Gas, its directors, officers, employees, representatives, or subcontractors, be liable for any lost profits, special, punitive, consequential or incidental damages or for any other damages or claims connected with or resulting from participation in this Program.

Assignment – Customer may assign Program incentive payment(s) to a specified vendor, but customer shall remain subject to all Program terms and conditions. The vendor may qualify for assignment of the customer's rebate only if such vendor offers at least the rebate amount as a discount on the customer's invoice.

Customer's Certification – Customer certifies that he/she purchased and installed the equipment listed in their application at their defined New Jersey location. Customer agrees that all information is true and that he/she has conformed to all of the Program and equipment requirements listed in the application. Elizabethtown Gas reserves the right to rely on information provided by NJCEP as to the status of customer's NJCEP rebate application. Elizabethtown Gas is in no way responsible for any determination made by NJCEP or any materials submitted by customer to NJCEP or Elizabethtown Gas. Any concerns regarding NJCEP or the NJCEP rebate should be directed to NJCEP.

Termination – Elizabethtown Gas reserves the right to withdraw or terminate this offer at any time upon reasonable notice posted on our website at www.elizabethtowngas.com or by informing our retail and dealer partners, and providing documentation that clearly communicates end dates for purchases. This program offer is otherwise valid through December 31, 2021, unless revised, suspended or terminated by order of the New Jersey Board of Public Utilities (in which case this Program may be suspended or terminated by Elizabethtown Gas without prior notice), and while authorized funding is available. Products may not be returned for full purchase price once the rebate has been fulfilled.

Acknowledgement – Customer grants Elizabethtown Gas permission to share Customer's records with the NJCEP, New Jersey Board of Public Utilities, and for internal business purposes by Elizabethtown Gas in accordance with its privacy policy, which can be found at elizabethtowngas.com. Additionally, Customer grants to Elizabethtown Gas reasonable access to Customer's property to inspect the installation and performance of the technologies and installations that are eligible for incentives.