

# Commercial Energy Efficiency Program

## Terms & Conditions

1. **Eligibility:** Rebates are available to Georgia Power Company ("Georgia Power") commercial customers (each, a "Customer") for the purchase and installation of qualifying, new energy conservation measures ("ECMs") in the Georgia Power service territory, subject to these Terms and Conditions ("T&Cs"). Customer's submission of an application is Customer's agreement to comply with these T&Cs. Georgia Power reserves the right to limit the rebate level or deny any application that may result in Georgia Power exceeding its program budget. Rebates are limited, offered on a first-come/first-served basis, and are subject to project and Customer eligibility and funds availability.
2. **Program Dates:** Rebates are available for ECMs purchased and installed on or after January 1, 2023. Customer, or a contractor on behalf of Customer, must submit an application for the ECMs as early as possible to establish eligibility. Preapproval is not required but is highly recommended prior to purchase or installation of new equipment. An invoice should be submitted within 60 days of the project completion date for the eligible equipment.
3. **Authorization, Program Changes, Suspension, or Cancellation:** Georgia Power may change the program requirements, rebates or T&Cs, including suspending acceptance of applications or terminating the program, at any time and without notice. In the event of a program change, submitted applications will be processed to completion under the T&Cs in effect at time of submission. If issued, preapproval letters for existing buildings are valid for 120 days after issuance, preapproval letters for new construction projects are valid for 1 year after issuance. Extensions to the original preapproval may be granted in Georgia Power's sole discretion and with written request from applicant. Submission of a completed application does not entitle Customer to program participation. For projects requiring pre-approval, entitlement to program participation and Georgia Power's obligation to pay rebates may occur only after Georgia Power has granted written authorization, which Georgia Power may grant or not at its sole discretion.
4. **Preapproval Requirements:** Preapproval is not required but is highly recommended prior to purchase or installation of new equipment. Customers or participating contractors may also request pre-approval on a case-by-case basis. For Georgia Power's determination of preapproval, the Customer must provide an application submitted through the rebate application process with specification sheets, and other appropriate documentation that provides the ECMs to be installed under the rebate application.
5. **Proof of Purchase:** Prior to Georgia Power's verification of the ECM installation or retro-commissioning completion, the Customer must provide Georgia Power or its representative copies of all invoices or other appropriate documentation that clearly verifies the costs of the work including purchasing and installing the ECMs, including all material, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all ECMs purchased for installation under the ECM rebates application, including model numbers and quantity. Equipment must be purchased, as rebates are not available for equipment donated to the customer.
6. **Project Verification:** Georgia Power may conduct an inspection of Customer's facility to verify pre- and post-installation conditions or verify documentation prior to rebate payment at any time after receipt of an application. Georgia Power is not obligated to pay any rebate until it has performed a satisfactory post-installation inspection. Should Georgia Power determine that ECMs were not installed in accordance with the approved application, or if an unapproved ECM was installed, or if the installation was not consistent with generally accepted engineering/construction practices, changes may be required before payment is issued. Georgia Power's sole obligation is limited to paying properly qualified rebates as specified herein. Neither Georgia Power nor any Georgia Power subsidiary shall be liable either to Customer or to any other party for any special, indirect, consequential, or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
7. **Customer Tax Obligation:** Customer or Customer's designated contractor is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any rebate payment. Neither Georgia Power nor any Georgia Power subsidiary shall be liable for any federal, state, and local taxes that may be owed on or as a result of any rebate payment.
8. **Compliance:** Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs. Customer also agrees to comply with all federal, state, and local laws, codes, and regulations related to the installation and disposal of all equipment.
9. **Removal of Equipment:** Customer agrees to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. Customer agrees not to re-install any of this equipment in the Georgia Power service territory or transfer it to any other party for such installation.
10. **Replacement of Failed Equipment:** Customers who install ECMs are expected to replace any of the ECMs that fail with similar or superior energy savings equipment at Customer's expense.
11. **Evaluation Follow-up Visits:** With advance notice, Georgia Power reserves the right to make or to have its contractor(s) make follow-up visits to Customer facilities during the 36 months following completion of the project to provide Georgia Power with an opportunity to review the operation of the ECMs for program evaluation purposes. Customer agrees to cooperate with this effort.
12. **Contractor Selection:** Customer may select any contractor to perform the work contemplated by the application. Customer acknowledges and agrees that Georgia Power does not endorse any third-party contractor or any third-party contractor's work. However, Georgia Power reserves the right, in its sole discretion, to prohibit specific contractors from program participation.
13. **No Warranties:** Georgia Power does not endorse, guarantee, or warrant any particular manufacturer or product and Georgia Power provides no representations, covenants, guarantees or warranties, express or implied, for any products or services, including, without limitation, those regarding merchantability or fitness, and herein specifically disclaims any such covenants, guarantees or warranties. Georgia Power is not liable or responsible for any act or omission of any contractor hired by Customer, and Customer and its designated contractor waive any and all damages and claims and release Georgia Power from any and all liability arising from the program or any rebates paid to an alternate Payee. Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. Customer acknowledges that neither Georgia Power nor any of its consultants are responsible for ensuring that the design, engineering, and construction of the facility or installation of the ECMs are proper or comply with any particular laws (including patent laws), codes, regulations, or industry standards. Georgia Power makes no representations of any kind regarding the results to be achieved by the ECMs or the adequacy of safety of such measures.
14. **Limitation of Liability:** Georgia Power's sole obligation hereunder is limited to paying the properly qualified rebates specified herein. Georgia Power shall not be liable to Customer or any other party for any special, indirect, consequential, or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
15. **Third Party Contractors:** Customer acknowledges that a third party contractor selected by Customer is not an agent, contractor, or subcontractor of Georgia Power and is an independent contractor engaged by Customer, and that Georgia Power does not manage or control the contractor's performance. Georgia Power shall have no liability for such third party contractor's failure to perform, for failure of the energy savings measures to function, for any damage to Customer's premises caused by the third party contractor, or for any and all damages to property or injuries to persons caused by or associated with the energy savings measures.
16. **Obligations between the Parties:** Georgia Power shall have no obligation to maintain, remove, or perform any work whatsoever on the ECMs installed.
17. **Miscellaneous:** These T&Cs and this application, of which these T&Cs are an integral part, constitute the entire agreement between the parties and supersede all other communications, representations, and understandings. Notwithstanding the foregoing, if Georgia Power is the contractor for the installation of the ECMs, the terms of the agreement between Georgia Power and the Customer shall govern with respect to the installation services that are the subject of such agreement.