

General Terms & Conditions

Energy Efficiency, Conservation, And Electrification Program Requirements

Overview:

The TMLP offers energy efficiency, conservation, and electrification programs which provide incentives and rebates for all Customer classes. The Programs are intended to increase awareness and accelerate adoption of practices, products, and technologies that provide a multitude of benefits, including:

- Helping customers use energy more efficiently in their home or business
- Reducing TMLP's electricity usage during expensive peak demand times
- Helping the environment by reducing carbon emissions
- Increasing electrification within TMLP's service territory

Programs are updated frequently – visit [TMLP website](#) for the most up-to-date program offerings. The following items are defined in the individual program requirements:

- Eligibility by Customer Class
- Description
- Incentive Amount
- Maximum Incentive
- Rebate Limitations
- Eligible Products/Equipment
- Other Requirements
- Process Steps
- How to Apply & Application Deadline
- Required Supporting Documentation
- Payment Method (how rebate will be issued)
- Noteworthy changes from previous version of program
- Effective Date

Applicability:

These General Terms & Conditions apply to all TMLP incentive and rebate programs, to the extent applicable and not inconsistent with specific program requirements. Additional program requirements may apply. These General Terms & Conditions do not apply to tariffed services, such as net metering services. The terms and conditions of tariffed services are governed solely by the filed rates.

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ELIGIBILITY: Programs are available to the customer of record on an existing TMLP account that is currently receiving service OR the owner of a property, where applicable (program participant), in TMLP's service territory that meets all other eligibility requirements and can furnish documentation demonstrating compliance with the Program's eligibility requirements. Unless otherwise specified in the specific program requirements, gas customers are ineligible to participate in the TMLP incentive programs and should apply for incentives through Mass Save. Low-and moderate income customers may be eligible to apply for incentives through LIHEAP and other low-income assistance programs and may be denied participation if another comparable program is available.

CUSTOMER STANDING: Customer accounts must be active for six (6) months and be in good standing with NO past due balance at time of application AND when rebate is issued. Customers with a past due balance must pay the FULL amount owed BEFORE TMLP issues qualifying rebates.

ELIGIBLE PRODUCTS/EQUIPMENT: All products/equipment must be new, in working condition, and must be purchased from a commercial retailer or the installing contractor. Used, rebuilt, or refurbished products/equipment are not eligible for financial incentives unless otherwise stated within a specific program. Proposed products/equipment must meet the guidelines stated in the applicable program requirements to be eligible for incentives.

INSTALLATIONS AND RENOVATIONS: All products/equipment must be installed in facilities within the TMLP's service territory. Tear down/renovations may also qualify for certain rebate programs. Please contact the TMLP Sustainability & Commercial Development Department for details.

APPLICATION FORM: The appropriate application form must be filled out completely, truthfully, and accurately to begin the rebate process. The customer must date and submit the completed application along with all required documentation for specific rebates and/or incentives. By submitting a rebate application, the customer agrees to these General Terms & Conditions, including the limitations on TMLP's liability and damages.

INCENTIVE AMOUNT: The amount of the financial incentive shall not exceed the cost of the participant's purchase or installation of the qualifying products or equipment. If the standard financial incentive amount exceeds the participant's cost, TMLP may reduce the financial amount commensurate with the actual cost. In no event shall the amount of the financial incentive exceed the amount authorized in the approval letter, if any.

PARTICIPANT'S RESPONSIBILITIES: The program participant is responsible for ensuring that any installations and work are performed in accordance with all applicable municipal, state, and federal codes, ordinances, standards, and regulations, as well as homeowners' associations where applicable. The program participant is solely responsible for proper permitting (if applicable) for work, as well as proper disposal of equipment. Disposal of all discarded equipment/products should be completed in accordance with local, state, and federal guidelines.

The participant is responsible for all aspects of the energy efficiency measures, equipment, vehicles or other items required under the program, and any related work including without limitation, (a) selecting and purchasing the items, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring items purchased and where applicable, installed, meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining any required permits and inspections. The TMLP reserves the right to exclude participation from specific suppliers, vendors or contractors and to exclude certain equipment from the program.

VERIFICATION: Proof of purchase and/or installation are required as part of the application submission for certain programs. Program participants may be required to submit photos of installed equipment or work or provide other documentation upon TMLP's request, to demonstrate proof of program compliance. Prior to honoring any rebate, the TMLP reserves the right to conduct an on-site verification that the qualifying equipment has been installed according to program guidelines. Failure to provide access may result in denial of incentives or repayment of incentives provided in advance of installation.

ENDORSEMENT: TMLP does not endorse any particular manufacturer, contractor, product, system design, or technology in promoting its incentive programs.

WARRANTIES: The TMLP does not warrant the performance of purchased, installed, or serviced equipment, expressly or implicitly. The TMLP makes no warranties or representations of any kind, whether statutory, expressed, or implied, including, without limitations, warranties or merchantability or fitness for a particular purpose regarding the equipment or services provided by a manufacturer or vendor. The TMLP does not warrant energy savings or benefits.

LIABILITY & RELEASE: The TMLP provides support services and/or assistance on an "as is" basis. It is the program participant's responsibility to ensure that any equipment or appliances are properly designed, installed, and comply with applicable codes and requirements. TMLP shall not be liable for any injuries or damages arising from the improper selection, design or installation of any equipment or appliances or the suitability of such equipment or

appliances for the premises or intended use, regardless of whether such equipment or appliances have been approved or inspected by TMLP or its representative(s). To the extent such liability cannot be disclaimed, TMLP's liability shall be limited to injuries or damages arising from its sole gross negligence and to the amount of the rebate paid to the program participant. As part of the consideration for participating in these programs, the participant hereby releases and shall indemnify, hold harmless and defend the TMLP from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever arising directly or indirectly out of or in connection with the design and/or installation of qualifying equipment at the premises or any material and labor required for such installation.

TAXES/TAX LIABILITY: The program participant is responsible for paying all applicable taxes. Taxes are not eligible for rebate by the TMLP and will not be included in rebate calculations. TMLP will not be responsible for any tax liability that may be incurred by the customer, property owner, or contractor as a result of the payment of rebates.

OBLIGATIONS: The TMLP is under no obligation to pay or satisfy any outstanding payment for material and/or services associated with and/or provided to customers by third party entities such as (but not limited to); contractors, vendors, electricians and any other identified or unidentified suppliers.

CHANGES TO PROGRAMS: TMLP reserves the right to modify or discontinue programs, at any time and without notice. The availability of incentives is subject to funding and appropriation. Program expenditures, eligibility criteria, program requirements and procedures, and these General Terms & Conditions may be changed by TMLP at any time without notice. TMLP reserves the right, for any reason, to withhold approval of projects, and to cancel or alter the Programs, at any time without notice.

PAYMENT TIMELINE: The TMLP does not guarantee that qualifying incentives will be paid within a specific timeframe. The anticipated time it takes to process an application and issue a qualified rebate ranges from 60-180 days.

CUSTOMER INFORMATION: By participating in TMLP programs, TMLP reserves the right to utilize non-identifying participant information provided on applicable and other forms for reporting and TMLP business purposes. Participants acknowledge that certain participant information may be subject to disclosure under Massachusetts public records and open meeting laws.

OWNERSHIP OF ATTRIBUTES AND ENTITLEMENTS: By accepting the financial incentive(s) or services, the TMLP shall be entitled to the ownership of, and title to, the renewable energy, clean energy, or other environmental attributes, if any, including renewable or clean energy certificates, associated with the equipment installation or any electricity produced by renewable generating facilities. The participant shall take all required actions to transfer any such attributes to the TMLP. The TMLP shall be entitled to claim any applicable credits or payments associated with the installation or operation of the equipment or facilities. Such credits and payments include, but are not limited to,: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, and (d) demand response program payments. The participant shall not, directly or indirectly, file payments or credits associated with the program or energy efficiency measures and shall not consent to any other third party's right to such payments or credits without the express prior written consent from the TMLP. TMLP's rights under this section are irrevocable for the life of the energy efficiency measure unless the TMLP provides prior written consent.

SURVIVAL: These terms and conditions shall survive the termination or expiration of the applicable program and/or the participant's participation in such program.