2016-2017 Terms and Conditions

Santee Cooper is implementing the Commercial Rebate Program to provide customers with rebates to facilitate the installation of qualifying energy efficient measures. The following terms and conditions apply to the program:

Eligibility. To participate in the applicable Santee Cooper Commercial Rebate Program (the "Rebate Program"), Participant must comply with the eligibility requirements and program participation requirements as set forth in the Program Manual for the Rebate Program provided with these Terms and Conditions.

Other Conditions. No agreement or understanding to modify the terms and conditions of this Rebate Program shall be binding upon Santee Cooper unless in writing and signed by Santee Cooper's authorized agent. Notwithstanding the foregoing, the terms of the Rebate program are subject to change or modification by Santee Cooper with or without notice at any time. Santee Cooper reserves the right to discontinue the Rebate Program without notice.

Rebate Program payments will be in the form of a check and made out to the Participant or its designee. Rebates will be processed approximately six weeks after Santee Cooper or its agent's timely receipt of a completed rebate form along with proof of sale. Incomplete or inaccurate applications are subject to delay or denial of Rebate. Santee Cooper reserves the right to make final determination in its sole discretion of Rebate Program eligibility and amount of rebate. Should Participant fail to provide a valid taxpayer identification number, any payment provided under the Rebate Program will be subject to withholding pursuant to federal regulations.

All materials issued to the Applicant by Santee Cooper as information pertaining to this Rebate Program, including but not limited to, the Program Manual and appendices thereto (collectively the "Program Manual"), shall be deemed included in these terms and conditions as if set forth verbatim herein. To the extent there is any conflict between the language of the Program Manual and terms set forth herein, the terms set forth herein shall prevail.

Indemnification. Participant will indemnify and hold harmless Santee Cooper and its affiliates, subsidiaries, joint ventures, officers, directors, employees, agents (including its program administrator Nexant, Inc. ("Nexant")), successors, and assigns (collectively the "Indemnified Parties") from and against all liability claims and demands, including any damages, losses, liabilities or expenses (including without limitation court costs and reasonable attorneys' fees) which arise as a result of the Participant's action or inaction which relates in any way to this Rebate Program, including the submission of fraudulent rebates. Notwithstanding the foregoing, this indemnification is in addition to any indemnity and/or insurance obligations between the Participant and the Indemnified Parties.

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR DIRECT DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR OTHERWISE IN CONNECTION WITH THIS REBATE PROGRAM.

SANTEE COOPER AND NEXANT MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WITH RESPECT TO THE QUALITY, DESIGN, MANUFACTURE, CONSTRUCTION, SAFETY, PERFORMANCE, INSTALLATION, OR EFFECTIVENESS OF EQUIPMENT CONNECTED TO THE REBATE PROGRAM. SANTEE COOPER AND NEXANT DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION AND NON-INFRINGEMENT WITH RESPECT TO THE EQUIPMENT. RESPONSIBILITY FOR DELIVERY AND WORKMANSHIP RELATED TO ANY MATERIALS OR EQUIPMENT THAT PARTICIPANT PROCURES UNDER THE REBATE PROGRAM EXCLUSIVELY RESTS WITH PARTICIPANT OR OTHER THIRD PARTY. NEITHER SANTEE COOPER NOR NEXANT ASSUMES ANY RESPONSIBILITY FOR THE REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO THE QUALITY, DESIGN, MANUFACTURE, CONSTRUCTION, SAFETY, PERFORMANCE, INSTALLATION, OR EFFECTIVENESS OF THE EQUIPMENT OR OVERSIGHT OF CONTRACTOR SERVICES UTILIZED BY PARTICIPANT. NEITHER SANTEE COOPER NOR NEXANT GUARANTEES THAT INSTALLATION AND OPERATION OF THE EQUIPMENT WILL RESULT IN REDUCED ENERGY USAGE OR COST SAVINGS.

Representations and Warranties. Participant represents, warrants, and covenants that it has and/or shall undertake all of its duties, and those matters incident thereto, under this rebate program in a good and workmanlike manner, and in a manner that will fully comply with all applicable local, state, and federal laws and regulations; and, that it is legally authorized by license or otherwise, insofar as such authorization is required, to perform all duties required by it under this rebate program, and that its participation in this rebate program will not result in the breach of any contract to which it is a party.

Neither Santee Cooper nor Nexant is responsible for any tax liability which may be imposed on the Participant as a result of any rebate payment. Participant may be responsible for the tax reporting to the IRS of any rebate payments directed to third parties. Neither Santee Cooper nor Nexant is providing tax advice, and any communications to such parties is not intended to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

Participant agrees that Santee Cooper shall have the right, upon written notice to Participant, to examine all records and data of Participant pertaining to its participation in the Rebate Program.

The laws of the State of South Carolina shall govern the interpretation, validity, and effect of these Terms and Conditions, the parties' performance thereunder, and all matters incident thereto.

By signing below, applicant acknowledges and agrees that:

- I have read and understand all Terms and Conditions, participation procedures, customer eligibility, and measure qualifications in the Program Manual for the Santee Cooper's 2016-2017 Commercial Rebate Program being applied for. I have also read and understand all Terms and Conditions in this form.
- I certify as the building owner or the owner's authorized representative that all the information contained within submitted applications is true and factual.
- The undersigned applicant shall defend, protect, indemnify and hold harmless Santee Cooper and its board members, officers, employees, servants, and agents (the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever ("claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Commercial Rebate Program; provided however, that applicant shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by the Indemnified Party's gross negligence or willful misconduct.
- The federal government may require that a 1099 be issued to you, the customer, for the rebate amount paid to you or your contractor. Please consult with your tax professional for tax implications.

Business Classification (Must Check One Only, Required for all businesses, including non-profits):

☐ Corporation ☐ Partnership ☐ Sole Proprietor/Individual ☐ LLC ☐ Non-Profit ☐ Other: _____

Business Name _____

Federal Tax ID # (9 digits) _____ Date:

Signature: _____ _____

Name (please print) _____

Title _____