

HVAC controls rebate terms and conditions

FortisBC's¹ Commercial Product Rebate Program (the "**Program**") provides rebates to eligible participants (a "**Participant**") for the purchase and installation of high-efficiency products (the "**Products**", or individually, the "**Product**") listed on FortisBC's list of eligible products² (the "**Product List**") in commercial, institutional and industrial buildings.

Participant Eligibility

1. A Participant must:
 - a. for **new construction projects**, be a **Builder/Developer** (a commercial entity that constructs new commercial buildings or industrial facilities for the purpose of resale) or **Owner** (the person who holds registered title to the Premises) of the premises in which the Products are installed (the "**Premises**")
 - b. for **retrofit projects**, be an **Owner** or **Lessee** (the person who occupies the Premises under a lease);
 - c. upon request of FortisBC, the Participant will provide proof of eligibility satisfactory to FortisBC in its sole discretion, including, in the case of a lessee, written acknowledgement by the owner of the Premises confirming the validity of the lease and authority of the lessee to install the Products.
 - d. submit an application and supporting documentation no later than 365 days after their purchase date as shown on the invoice; and
 - e. install the Products within 180 days of their purchase date as per invoice date.

Premises Eligibility

2. The Premises must:
 - a. for natural gas Products, receive natural gas or piped propane service from FortisBC under any rate class except Rate 1;
 - b. for electric Products, receive electric service from FortisBC under a commercial, industrial or irrigation rate class, or a general service rate class for municipal customers of Grand Forks, Summerland, Penticon and Nelson Hydro. Customers who self-generate electricity may not be eligible to participate in this Program. Contact businessrebates@fortisbc.com for more information.

Product Eligibility

3. Products must:
 - a. be included in and meet all criteria found on the Product List **at the time of purchase**, as shown on the proof of purchase.
 - b. be new. Used or rebuilt products do not qualify;
 - c. be installed at the Premises for their intended purpose and in accordance with the application indicated on the Product List. Products cannot be offered for resale or re-use off the Premises; and
 - d. be installed by a qualified installer as determined by Technical Safety BC in accordance with manufacturer's specifications and all applicable laws, orders, regulations, ordinances, standards, codes, and other rules, licenses and permits of all lawful authorities.

Thermal Energy Service Providers (for natural gas Products only)

4. If there is a thermal energy system operating within the Premises then, information provided to FortisBC as part of the application and rebate process may be submitted by FortisBC for, and subject to an independent review, by a designated agent selected by FortisBC, whose decision will be final and binding on the Participant.
5. The following will be deducted from rebate(s):
 - a. \$825 administration fee, for evaluation of the application; and
 - b. \$490 administration fee, for evaluation of right-sizing bonus; provided that if the rebate is less than the aggregate fees, the rebate will be assessed as \$0.

Rebates

6. Rebates will be issued, at the discretion of FortisBC, as an account credit, by electronic funds transfer or by cheque, in name of and to the utility account holder. Rebates cannot be assigned. FortisBC is under no obligation to, re-issue a rebate which has been returned as undeliverable, or to replace a stale-dated cheque.
7. Maximum rebate amounts are as shown on the Product List. Rebate amounts may not exceed 75% of the Product purchase price, or, where qualifying criteria includes installation, 75% of the combined Product purchase price and installation cost, excluding tax. The Participant is solely responsible for tax liability imposed on rebates.
8. Rebates are based on the information submitted by the Participant. If there is any change to such information, the Participant will notify FortisBC immediately, and FortisBC may, in its sole discretion, recalculate the amount of rebate, void the application and terminate any obligation to pay any rebate to the

Participant, or demand repayment of any rebates already disbursed to the Participant.

9. FortisBC reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
10. FortisBC may, in its sole discretion, require the Participant to repay all or part of any rebate(s) within 90 days of demand if FortisBC determined, in its sole discretion:
 - a. **any** information submitted to FortisBC is incorrect or untrue; or
 - b. **the** Participant has failed to comply with these terms and conditions; or
 - c. an inspection reveals the Products have not been installed or have been removed.

Use of Information

11. FortisBC may:
 - a. contact the Participant to administer, verify compliance with, and evaluate the Program, and to conduct surveys;
 - b. **collect** and use information (including personal information) whether provided by Participant, the Point of Sale Partner or the installation contractor, obtained during site visits or contained in, or forming part of, any documents submitted as part of the application, and disclose the information to affiliates, contractors, representatives, agents, program partners and funding partners, to process, administer and evaluate the program, the rebates and the Participant's eligibility, to monitor and assess compliance with the terms and conditions, conduct surveys and to develop other energy conservation programs.
 - c. retrieve bill data for a period of one year prior to, and one year after, the product installation date to evaluate consumption behavior and energy savings attributable to the program, and to collect, use and disclose such bill data pursuant to (b) above.

FortisBC collects, uses and discloses information in accordance with the *Personal Information Protection Act* and its Privacy Policy.

For more information on FortisBC's Privacy Policy, visit fortisbc.com/privacy

Additional Terms and Conditions

12. FortisBC may modify the Program, including the Product List and associated rebates, at any time without notice. FortisBC may limit the number of rebates it provides. FortisBC may terminate the Program at any time without notice.
13. The Participant hereby permits FortisBC and its employees, contractors and agents, to access the Premises upon 48 hours prior notice, either before or after a rebate is paid, to conduct a site visit to ensure the Products have been installed and are operational.
14. FortisBC, not being the designer, manufacturer, provider, installer or owner of the Product, makes no representation or warranty whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, equipment or service, or skill of any contractor. FortisBC does not endorse any particular product, system, design, contractor/consultant, manufacturer, supplier or installer in promoting the Program. FortisBC accepts no liability or responsibility for any product or equipment or the services or use of any contractor. The Participant is responsible for the safe and lawful disposal of all hazardous materials that may result from the installation of the Products.
15. The Participant does hereby indemnify and save harmless FortisBC Energy Inc., FortisBC Inc. and their affiliates (together, "FortisBC"), and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "Losses") arising from or occurring by reason of the Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC and any of their respective officers, directors, employees, agents, contractors or representatives for and against all Losses arising from Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements.
16. The Participant is responsible for complying with all applicable laws.

¹ FortisBC Inc. and FortisBC Energy Inc. (collectively "FortisBC")

² Available at: <https://www.fortisbc.com/cpr>