EFFICIENCY MANITOBA

Windows and Doors Rebate
Terms and Conditions

Agreement

Efficiency Manitoba ("EM") offers a "Rebate(s)" to an eligible homeowner (the "Customer") of an eligible residential property (the "Residence") who purchases and installs ENERGY STAR® certified windows and doors (the "Product(s)") that qualify under the Windows and Doors Rebate (the "Program") Terms and Conditions set out below and as set out in Appendix A - Program Eligibility Criteria, which forms part of this Agreement.

The Windows and Doors Rebate Application (the "Application") forms a binding agreement on the Customer. All information provided by the Customer must be true and correct as at the application date. The Product(s) being applied for must be new, ENERGY STAR certified, at least triple pane glass (entry doors with no glass must be ENERGY STAR certified), and listed on the Natural Resources Canada (NRCan) product listings found at **oee.nrcan.gc.ca/pml-lmp/index.cfm?action=app.welcome-bienvenue**. EM must receive the completed Application, invoice/receipt(s), and supporting documentation for the eligible Product(s) purchased no later than 90 days from product install and payment in full. The eligible Product(s) must be fully installed prior to submission of the Application at the Residence that corresponds to the address provided on the Application. See **efficiencyMB.ca/windows-and-doors** for more information.

1.0 Warranties and agreements

1.1 The Customer warrants that all Product(s) fully qualify and comply with Appendix A - Program Eligibility Criteria.

1.2 The Customer warrants that all information contained in the Application is true and correct.

1.3 The Customer warrants and agrees that: i) they have read Appendix A - Program Eligibility Criteria for this Program and both the Customer and the Product(s) fully qualify to participate in the Program; ii) the Application and all matters and materials relating thereto fully qualify and comply with the Program Eligibility Criteria; and iii) they have the full authority to provide to EM the Application and all information and documents in relation to this Agreement and that all information and documents are and shall be correct, current, and complete.

1.4 EM reserves the right to ask for photos or conduct a post-verification inspection of the Residence and Product(s) to determine whether any Rebate will be issued for a period up to 12 months after installation and receipt of all final paperwork by EM. A Rebate may not be paid if a post-verification inspection is refused or upon discovery of any failure to comply with any requirement of the Program.

1.5 The Customer agrees to the Terms and Conditions of this Agreement and shall comply with same, together with all Program requirements, unless specifically waived by EM in writing. If the Customer fails to comply with this Agreement or any other requirement of EM made pursuant to these Terms and Conditions, including without limitation if the Customer ceases to be the Manitoba Hydro ("MH") account holder for the Residence specified on the Application, then upon notice from EM, any Rebate then-unpaid to the Customer shall be cancelled and any Rebates paid to a Customer who was in violation of this Agreement as at the payment date of the Rebate shall immediately repay the Rebate to EM.

1.6 EM decisions relating to the Customer, Application, the Product(s) eligibility, energy savings of the Product(s), the Rebate amount(s), or other issues relating to the Program will be final and binding on all parties and not subject to appeal.

1.7 EM reserves the right to change or terminate the Program at any time in its discretion without notice. In-process applications may be subject to cancellation should the Program be terminated. Rebates are subject to change without notice and are not confirmed until the time of issuance.

1.8 EM reserves the right to limit the number of Program participants in its discretion, including where a Customer or Product would otherwise qualify under the Program.

1.9 This Application may be executed in any number of counterparts, including counterparts signed by fax, emailed scan-copy, or by electronic signature when submitted through an EM Customer user account. Where signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party or an electronic copy of this Agreement having been agreed to electronically through an EM Customer user account and approved by EM shall be deemed an original execution version of this Agreement. The Customer is responsible for all activity through the EM Customer user account.

1.10 This Agreement shall be governed by and construed in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of King's Bench of Manitoba, Winnipeg Centre.

1.11 By applying for the Program, the Customer acknowledges and consents to EM or one of its agents contacting the Customer in the future to participate in a survey regarding the Program.

1.12 The Customer consents to EM or one of its agents collecting and using the Customer's personal information for the purpose of administering the Application for the Rebate.

2.0 Installation requirements

The Customer shall ensure that:

2.1 The Product(s) meet the requirements set forth in Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction.

2.2 The Product(s) is fully installed and operational in the Residence listed on the Application.

2.3 Product(s) removed, transferred, or installed elsewhere from the Residence specified on the Application will not be resold, except for scrap purposes, without prior consent from EM.

2.4 The Product(s) is accessible for any post-verification inspection; the Customer must be in attendance; and a minimum of 24 hours' notice must be provided to EM as required to reschedule any verification appointment.

3.0 Approvals and supporting documentation

3.1 EM's issuance for Rebates under this Program relates to the Customer's Program participation only and should not be interpreted to constitute consents, permits, or other approvals required for necessary installation associated with Program participation. The Customer shall obtain all necessary consents, permits, certificates, and other such approvals required by applicable laws, building codes, and standards to carry out the purchasing, installation, constructions, or use of Products under the Program.

3.2 EM reserves the right to, at any time, request and verify that the Product(s) have been installed in accordance with this Agreement, including without limitation by way of the Customer supplying EM with proof of purchase of the Product(s), installation, or other documentation acceptable to EM. The Customer shall, as necessary, provide consents and authorizations, including without limitation, to its supplier or otherwise as necessary to provide for direct communication with EM for these purposes.

3.3 The completion of an Application in no way binds EM to grant or pay a Rebate where the rebate Terms and Conditions have not been met, or information in an Application is determined by EM to be inaccurate or incorrect.

3.4 EM is not responsible for any late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged, destroyed applications, or other failures or circumstances affecting or disrupting the submission of any applications.

3.5 The Customer agrees to keep copies of all paperwork, supporting documents, and invoices/receipts required for Rebate eligibility for 24 months from the date of approval. Any documents submitted to EM are the property of EM and will not be returned unless done so at the discretion of EM.

3.6 The Application must be completed in full and received by EM accompanied with all required invoices/receipts and supporting documents for Product(s) for which the Customer is claiming a Rebate, all in accordance with the Program Terms and Conditions within 90 days of product install and payment in full. The accompanying invoice/receipt(s) and supporting documents must show the following:

i) date and proof of payment in full;

ii) name of the supplier;

iii) product description (i.e. window, entry door, sliding glass door), NRCan reference number, and size (width and height); and

iv) price of the eligible Product(s) excluding labour, financing charges, taxes, and warranty fees.

4.0 Tax implication

4.1 EM will not be responsible for any tax liability imposed on the Customer as a result of any payment of the Rebate.

5.0 Liability

5.1 EM will have no right, title, or interest in the Product(s) or Residence by virtue of the Customer's participation in the Program or the payment of any Rebate hereunder.

5.2 EM, not being the designer, manufacturer, nor installer of the Product(s), nor a designer, builder, or developer of buildings, makes no representation or warranty, express or implied, as to the fitness, safety, quality of design practices, or capability of the Product(s) or its installation, workmanship, or use, nor warrants that the Product(s) will satisfy the requirements of any law, rule, code, specification, or contract.

5.3 The Customer hereby indemnifies and saves harmless EM, its directors, officers, agents, and employees from all damages, expenses, and costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person caused by installation or use of the Product(s).

5.4 The Customer assumes all risk and responsibility for selection, purchase, installation, and use of any Product(s) and any construction associated therewith, as well as any damages, injury, or costs that may result from the installation or use of the Product(s).

5.5 EM does not endorse any consultant, manufacturer, product, system, design, contractor, supplier, retailer, designer, developer, builder, tool, system, design, or installer in promoting this Program.

5.6 The Customer acknowledges and agrees that they are solely responsible for the disposal of all hazardous materials (including, without limitation, asbestos) that may be contained in the Product(s), and that they shall do so strictly in accordance with all applicable laws, government regulations and requirements, and agrees that EM has no responsibility or liability with respect to any such disposal.

5.7 The Customer acknowledges and agrees that EM does not guarantee any energy savings or other benefits arising from the installation, performance, use, or fitness of the eligible Product(s).

Appendix A - Program Eligibility Criteria

To qualify under the Program, the following Program Eligibility Criteria must be met:

General eligibility

(a) The Customer must be the homeowner of the Residence and one of the active MH account holders for the account under which an Application for Rebate under the Program is being submitted and is responsible for payment of the account;

(b) The Residence must be occupied by the Customer or their tenant 12 months per year. Any Residence participating must be heated for the entire heating season (September to May). For clarity, the Residence must not be an unheated building, seasonal residence, vacation rental, an unoccupied home, an attached garage, or an outbuilding;

(c) As an active MH account holder, the Customer must be eligible for MH residential service electricity and natural gas rates. For clarity, the Residence must not be a commercial property;

(d) The Product(s) shall be used by the Customer in a residential (excluding multi-unit residential) capacity only and in accordance with the Application and this Agreement;

(e) The Residence must be a detached, semi-detached, or a mobile/modular home on a permanent foundation with a permanent water supply and be intended for human habitation. Upgrades within the foundation of a home relocated to a new foundation are not eligible for a Rebate;

(f) Porches, verandas, three-season sunrooms, barns, or any unheated space(s) within the Residence (this includes conversions of unheated spaces into heated spaces) are not eligible for a Rebate. For clarity, if the Products are located in a sunroom, to qualify for a Rebate, the sunroom must be completely open to the home (i.e. no door or wall separating the spaces) and heated year-round by the main heating system to the same degree as the rest of the home (e.g. ducted to the forced air furnace) as opposed to a supplemental or intermittent heat source that can potentially be turned off during the winter months. Photos showing the opening to the home (from both sides) and the heat source must be provided;

(g) Rebates under the Program are for renovation projects only. For clarity, the Residence must not be a new building or a new addition to an existing Residence; and

(h) Products that are reasonably anticipated to receive or have received financial assistance under any other federal, provincial, MH, or EM energy conservation program require full disclosure of same as part of the Application and shall provide further information and/or documentation to EM upon request for consideration by EM.

Window and door upgrade eligibility

(i) EM must receive a fully completed Application with the invoice/receipt(s) and any supporting documents within 90 days of the eligible Product(s) being installed and paid for in full. For clarity, the Product(s) must be installed prior to submission of the Application. The documents submitted must be for the Product(s) listed on the Application that are installed in the Residence;

(j) The Product(s) must be new, ENERGY STAR certified, at least triple pane glass (entry doors with no glass must be ENERGY STAR certified), purchased in Canada, and must be listed on NRCan's product listing found at the links in the table below. Used Product(s) are not eligible for any Rebate under this Program. Glass only replacements, sometimes called a "sealed unit," are not eligible for a Rebate under this Program. You must be replacing your existing window or door with a full frame unit that has an NRCan number;

Product category	**Eligibility requirements**
Windows	- ENERGY STAR certified - At least triple pane glass - ENERGY STAR certified list: **spl-lpi.nrcan-rncan.gc.ca/en-US/product/?product=Windows&page=1**
Entry doors	- ENERGY STAR certified - At least triple pane glass (entry doors with no glass must be ENERGY STAR certified) - ENERGY STAR certified list: **spl-lpi.nrcan-rncan.gc.ca/en-us/product/?product=doors&page=1**
Sliding glass doors	- ENERGY STAR certified - At least triple pane glass - ENERGY STAR certified list: **spl-lpi.nrcan-rncan.gc.ca/en-us/product/?product=doors_sgd&page=1**

(k) Skylights are not an eligible Product and do not qualify for the Rebate;

(l) The same rough opening cannot receive a Rebate more than once over the lifetime of the Program;

(m) Rebates are based on the number of rough openings in which windows or doors are replaced. Each rough opening is counted as one window or door. For example, a bay window, which may be made up of several window sections, is counted as one qualifying opening;

(n) Eligible Product(s) must replace existing windows and doors between an unheated space (e.g. outdoors) and a heated space. Eligible Product(s) used for new rough openings or altered pre-existing rough openings are not eligible for a Rebate. Exceptions may be made if the size of the pre-existing rough opening is decreased;

(o) EM is not responsible for any rebate(s), discount(s), or incentive(s) offered or provided by any manufacturer, distributor, dealer, or installer, with respect to the eligible Product(s), which are separate and distinct from this Program;

(p) Subject to the Terms and Conditions within this Agreement, and the purchase price of the Product(s) being greater than the Rebate amount(s), the following Rebates apply to the Products:

  i. eligible windows - $100 rebate

  ii. eligible entry doors - $100 rebate

  iii. eligible sliding glass doors - $100 rebate; and

(q) All Rebates are limited to not more than the Product cost paid for by the Customer, including taxes.