

Agreement

Efficiency Manitoba (“EM”) offers a \$300 rebate (the “Rebate”) to an eligible homeowner (the “Customer”) of an eligible residential property (the “Residence”) who purchases and installs a variable-speed pool pump (the “Product”) that qualifies under the Variable-Speed Pool Pump Rebate Offer (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 Variable-Speed Pool Pump Rebate Offer 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. To qualify for this rebate, the existing (old) pump being upgraded must be single-speed or the Customer must be installing a new pool with no existing pump. The Product being applied for Rebate must be ENERGY STAR certified, variable-speed, listed on EM’s eligible product list, and have been purchased, installed, and currently operating at the Residence prior to applying for the Rebate. EM must receive the Customer’s completed Application and invoices or receipts supporting the Product purchase no later than 90 days from the date of purchase and installation as outlined in the Terms and Conditions below. See efficiencyMB.ca/poolpumps for more information.

1.0 Warranties and agreements

- 1.1 The Customer warrants that the Product fully qualifies and complies 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 project 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 conduct a post-installation appointment of the Residence and Products 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.
- 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 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, Product eligibility, energy savings of the Product, Rebate amount, 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. Rebate amounts 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 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 in the same instrument. A photocopy 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 Queen’s Bench of Manitoba, Winnipeg Centre.

2.0 Installation requirements

The Customer shall ensure that:

- 2.1 The Product meets the requirements set forth in the Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction.
- 2.2 The Product is installed and operational at the Residence listed on the Application prior to applying for the Rebate.
- 2.3 Product 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 is accessible for any post-installation appointment; the Customer is in attendance for any such appointment; and a minimum of 24 hours notice is provided to EM as required to reschedule any appointments.
- 2.5 The Product is kept in place in the residence identified on this Application and is installed for a period of at least 36 months following installation.

3.0 Approvals and supporting documentation

- 3.1 EM's issuance of a Rebate 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 the Product under the Program.
- 3.2 EM reserves the right to, at any time, request and verify that the Product has been installed in accordance with this Agreement, including without limitation by way of the Customer supplying EM with proof of purchase of materials, permits, or other documentation acceptable to EM. The Customer shall, as necessary, provide consents and authorizations, including without limitation, to its Contractor/Installer and Vendor 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 Efficiency Manitoba 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 Application must be completed in full and received by EM accompanied with all required supporting invoices and receipts for which the Customer is claiming a Rebate, all in accordance with the Program Terms and Conditions within 90 days of the purchase and installation date. The accompanying invoice must show the following:
 - a. purchase date;
 - b. name of the retailer or supplier;
 - c. Product make and model name and number;
 - d. Product price (excluding labour, financing charges, delivery fees, taxes, and warranty fees) (the price must be greater than the Rebate amount); and
 - e. proof of full payment.

4.0 Tax implication

- 4.1 EM is not 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 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, 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 or its installation, workmanship, or use, nor warrants that the Product 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.
- 5.4 The Customer assumes all risk and responsibility for selection, purchase, installation and use of any Product and any construction associated therewith, as well as any damages, injury, or costs that may result from the installation or use of the Product.
- 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 EM does not guarantee any energy savings or other benefits arising from the installation, performance, use or fitness of the eligible Product.

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 owner and one of the active MH account holders for the account under which an Application for Rebate under the Program is being submitted and are responsible for payment of the account.
- (b) 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.
- (c) The Product shall be used by the Customer in a residential (excluding multi-unit residential) capacity only and in accordance with the Application and this Agreement. Public or semi-public pools do not qualify.
- (d) EM will provide the Rebate by way of cheque mailed to the Customer's Residence.
- (e) Products which have received financial assistance under any other federal, provincial, or MH or EM energy conservation program are not eligible for this Program, unless otherwise agreed to by EM in writing. Customer shall make 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.

Pool pump upgrade eligibility

- (f) The existing (old) pump being upgraded must be single-speed or the Customer must be installing a new pool with no existing pump to qualify.
- (g) Only one Application per Customer per Residence will be accepted for rebate.
- (h) The Product must be installed and operational prior to applying for the rebate. The Application and all required supporting documents must be received by EM within 90 days of the purchase and installation date.
- (i) The Product must be new, available for purchase in Canada, listed on EM's published eligible product list found at <https://efficiencymb.ca/my-home/pool-pumps/eligible-products/>. The eligible product list can also be requested directly from EM by contacting poolpumps@efficiencyMB.ca. Used pool pumps are not eligible for any rebate under this Program. Certified refurbished products will be reviewed on a case-by-case basis.
- (j) All Rebates are limited to not more than the Product cost paid for by the Customer, including taxes.
- (k) 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, which are separate and distinct from this Program.