

PSE&G MARKETPLACE REBATE PROGRAM

REBATE APPLICATION TERMS AND CONDITIONS

Public Service Electric and Gas Company (PSE&G) is offering rebates to assist PSE&G Residential Customers in making energy efficient home improvements.

Rebate paid will not exceed the purchase price of the product (excluding taxes, shipping and installation charges). PSE&G may change the rebate amount and limits at any time, without notice.

Limits:

- Smart Thermostats: Two (2) thermostat rebates per customer
- Air Purifier: Two (2) air purifier rebates per customer
- Dehumidifier: Two (2) dehumidifier rebates per customer
- Lighting: Twenty (20) bulb/fixture rebates per customer per year
- Low Flow Aerators: Two (2) aerator rebates per customer per year
- Low Flow Showerheads: Two (2) showerhead rebates per customer per year
- Advanced Power Strips Tier 1: Two (2) advanced power strips tier 1 rebates per customer per year
- Advanced Power Strips Tier 2: Two (2) advanced power strips tier 2 rebates per customer per year
- Energy Saving Kits: One (1) energy saving kit rebate per customer per year

PROGRAM EFFECTIVE DATES

Rebates are available until PSE&G Marketplace Program funding is exhausted or at the sole and exclusive discretion of PSE&G.

PARTICIPATION RELEASE

Customer receiving a rebate(s) from PSE&G authorizes the release of all data (inclusive of smart thermostat operation and program participation information) to PSE&G and any contractor or other vendor providing services or support to PSE&G under any of its regulated utility programs. Customer receiving a rebate from PSE&G also agrees to allow PSE&G and/or its Program Evaluation vendor, to contact Customer for purposes of Program evaluation studies.

CUSTOMER CONFIDENTIALITY

PSE&G will consider all customer information obtained under the Program to be confidential, and PSE&G and its program delivery contractor will not use your information for any purpose other than in connection with PSE&G's regulated utility programs. Customer expressly understands that PSE&G is required to report to New Jersey regulators on a periodic basis all Program data as well as to prepare and submit to New Jersey regulators Program evaluation reports. To meet regulatory program reporting and evaluation requirements, customer information will be utilized to report program results and conduct program evaluation functions including, but not limited to, surveys and energy savings reporting. Customer-specific personal information will not be identified in program or evaluation reports.

INSPECTIONS

PSE&G reserves the right to inspect all rebated products to verify compliance with PSE&G Marketplace Program terms and conditions. This may include post-installation inspections or participant interviews. Upon reasonable notice by PSE&G, the Customer must allow access to the installed product for a period of four (4) years after receipt of the rebate from PSE&G.

INSTALLATION

Customer is responsible for installation of the products within 60 days of purchase. PSE&G installation services are not available for the PSE&G Marketplace Program. Please note that PSE&G's WorryFree® Protection Plans do not cover the installation, or any repairs necessitated by the installation, of new products purchased on the PSE&G Marketplace.

You agree that any products that are being replaced by products purchased through the PSE&G Marketplace must be disposed of in accordance with applicable codes and ordinances.

DISPUTES/GOVERNING LAW

This application shall be exclusively governed by and interpreted in accordance with the laws of the State of New Jersey. Any disputes between the parties shall be litigated before the New Jersey Board of Public Utilities.

TOXIC MATERIALS

None of PSE&G, its consultants, contractors or subcontractors, shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with Customer's home, including, without limitation, asbestos, asbestos products, PCBs, mercury or any other toxic substances.

LIMITATIONS OF LIABILITY

The Customer shall independently evaluate any advice or information offered by PSE&G related to estimates of electricity savings or program costs and is solely responsible for the selection and implementation of the product(s). IN NO EVENT WILL PSE&G, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS, BE LIABLE FOR THE CUSTOMER'S FAILURE TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE CUSTOMER'S PARTICIPATION IN THE PSE&G MARKETPLACE PROGRAM OR IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF PRODUCTS AT THE CUSTOMER'S HOME.

THE CUSTOMER HEREBY RELEASES PSE&G, ITS CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, AND SUCCESSORS IN-INTEREST FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITY, COSTS (INCLUDING ATTORNEY'S FEES AND EXPENSES) FOR BODILY INJURY TO ANY PERSON (INCLUDING DEATH RESULTING THEREFROM) AND PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM (COLLECTIVELY, THE "ACTIONS"). THE CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PSE&G, ITS CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, AND SUCCESSORS IN-INTEREST FROM AND AGAINST ANY AND ALL SUCH ACTIONS.

Any claims that a customer may have that a product sold through the PSE&G Marketplace is defective or does not perform as advertised or other product liability claims should consult with the manufacturer of the product and make whatever warranty or other claims Customer has against the manufacturer. PSE&G is not responsible to make any claims against the manufacturers of the products on behalf of its customers.

ENERGY SAVINGS

PSE&G does not guarantee energy savings will be achieved and does not make any warranties associated with the products eligible for incentives under this program. PSE&G has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors that sell or install energy efficiency products. The Customer shall be entitled to the energy cost savings realized by the Customer that result from the installation of products at the Customer's site. In consideration of the services provided by PSE&G as part of this Program, the Customer agrees that PSE&G is entitled to 100 percent of the rights and benefits associated with the measures, including, without limitation, PJM products and all other current or future attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and the Customer waives, and agrees not to seek, any right to the same.

PSE&G may participate in the PJM Capacity Market through the demand reductions achieved by the products installed as part of this Program. Customer acknowledges and agrees that, for purposes of participating in the PJM Capacity Market, PSE&G shall own the rights to all such demand reductions without cost or obligation to Customer. PSE&G's ownership of the Project's demand reductions does not affect Customer's ownership of the products nor the energy savings derived from the products.