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NH ELECTRIC COOPERATIVE'S (NHEC) 2018 ELECTRIC VEHICLE PROGRAM – TERMS AND CONDITIONS

1. Rebates

Subject to these terms and conditions, NHEC will award rebates to eligible NHEC members who purchase or lease a new or used electric vehicle (BEV or PHEV) or electric motorcycle (EM). The rebate applies only to qualifying EVs that recharge through a factory installed cord connection that must be plugged in to be recharged.

To receive program rebates, the vehicle must be purchased or leased between of January 1, 2018 and December 31, 2018.

A qualified EV, identified by its unique Vehicle Identification Number (VIN) may only receive one (1) rebate in its lifetime.

Funds will be distributed on a first-come, first-serve basis.

To the extent that funds are available, the following rebates will apply:

Total Rebate
\$1,000 – Battery Electric Vehicle (BEV)
\$600 – Plug In Hybrid Electric Vehicle (PHEV)
\$300 – Electric Motorcycles (EM)

2. Program Requirements

The vehicle may be purchased out of state, but must be registered at the member's active NHEC account address.

The minimum qualifying lease is 24 months

The EV must be able to attain speeds of at least 55mph

3. Member Eligibility

Eligible members will be defined as those having an active account in good standing. NHEC reserves the right to limit each member to **TWO** EV rebates per program year.

4. Completed Application

Receipt by NHEC and approval of the completed pre vehicle purchase application by the program administrator will put the member in the queue for a rebate. This completed application must include the following items:

- a) A completed application form
- b) Signed and initialed Program Terms and Conditions



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5. Schedule for Rebate Payment

NHEC expects all rebates to be paid 45 days after all post vehicle purchase documents are received.

6. Changes in or Cancellation of the Program

NHEC may change and/or cancel the program requirements, rebates, and/or Terms and Conditions at any time without prior notice to members. In the event of a program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of pre-approval.

7. Publicity of Member Participation

NHEC may wish to publicize your participation in the program, the results, the amount of rebates paid to participants, and any other information which reasonably relates to participation in this program without compromising your reasonable expectations of confidentiality.

8. Limitation of Liability and Indemnification

NHEC's liability under these Terms and Conditions will be limited to paying the rebate amounts specified herein. NHEC and any of its affiliates, consultants, or contractors shall not be liable for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with these Terms and Conditions or in the Program.

The member shall protect, indemnify, and hold harmless NHEC from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against NHEC arising out of or relating to performance of these Terms and Conditions.

9. No Warranties

NHEC does not qualify, endorse, guarantee, nor warrant any particular manufacturer or product, and provides no warranties, expressed or implied, for any product. The member's reliance on warranties is limited to any warranties that may arise from, or be provided by installers, contractors, vendors, etc.

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10. Miscellaneous Items

The Parties agree that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws principles and any legal action will be adjudicated at a New Hampshire State court or New Hampshire administrative body of competent jurisdiction.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of its other provisions. Following a determination by a court or an administrative body of competent jurisdiction that any provision of these Terms and Conditions is invalid or unenforceable, the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. Member agrees to disclose these Terms and Conditions to future purchasers of the property at which the project is located.

11. Entire Agreement

These Terms and Conditions set forth the entire agreement between the Parties. No other prior or contemporaneous written or oral agreement and no subsequent oral agreements between the Parties will be binding on the Parties.

By signing below and initialing the other pages, member and NHEC agree to the terms and conditions contained herein.

Signature of Member

Date

Member Printed Name

Signature of NHEC Representative

Date

NHEC Representative Printed Name