

# High-Efficiency Commercial Natural Gas Equipment Rebates



Save energy with high-efficiency equipment. Rebates are provided to reduce the cost difference between standard efficiency and high-efficiency equipment.



- ▶ High-Efficiency Heating Equipment
- ▶ High-Efficiency Water Heating Equipment
- ▶ After Market Boiler Reset Controls
- ▶ Programmable Thermostats
- ▶ Steam Traps

## Electric Program Administrators



PO Box 427 SCH.  
Barnstable, MA 02630  
[www.capelightcompact.org](http://www.capelightcompact.org)  
[efficiency@capelightcompact.org](mailto:efficiency@capelightcompact.org)



The power of action.  
40 Sylvan Road  
Waltham, MA 02451  
1-800-787-1706  
[www.powerofaction.com/efficiency](http://www.powerofaction.com/efficiency)  
[efficiency@us.ngrid.com](mailto:efficiency@us.ngrid.com)



One NSTAR Way, SW360  
Westwood, MA 02090  
1-781-441-8592  
[www.nstar.com](http://www.nstar.com)  
[efficiency@nstar.com](mailto:efficiency@nstar.com)



285 John Fitch Highway  
Fitchburg, MA 01420  
1-888-301-7700  
[www.unitil.com](http://www.unitil.com)  
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**Western Massachusetts Electric**  
The Northeast Utilities System  
P.O. Box 2010  
West Springfield, MA 01090-2010  
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[efficiency@wmeco.com](mailto:efficiency@wmeco.com)

## Gas Program Administrators



[www.baystategas.com](http://www.baystategas.com)  
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1-800-944-3212  
[www.berkshiregas.com](http://www.berkshiregas.com)  
[efficiency@berkshiregas.com](mailto:efficiency@berkshiregas.com)



1-508-324-7811  
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[efficiency@sug.com](mailto:efficiency@sug.com)



The power of action  
1-800-843-3636  
[www.powerofaction.com/efficiency](http://www.powerofaction.com/efficiency)  
[efficiency@us.ngrid.com](mailto:efficiency@us.ngrid.com)



[www.nstar.com](http://www.nstar.com)  
[efficiency@nstar.com](mailto:efficiency@nstar.com)



1-888-301-7700  
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[efficiency@unitil.com](mailto:efficiency@unitil.com)

## Instructions

### Is your project eligible?

Equipment shall be new and shall be installed in a commercial, industrial, institutional, educational, multifamily, or municipal facility within a Program Administrator (PA's) service territory. Projects that are expected to exceed 5 units and/or \$25,000 in rebates will require pre-approval.

### Is the equipment you intend to buy eligible?

Product types listed on this form are eligible for prescriptive rebates. However, additional measures not listed here may be eligible for custom rebates.

### Pre-Approval Requirements (if applicable):

Applicable if projects are expected to exceed 5 units and/or \$25,000 in rebates:

1. Contact your Program Administrator before purchasing and installing the equipment.
2. If the Energy Efficient Measure (EEM) qualifies for a rebate, a "pre-approved rebate letter" will be issued.

### Installation and Rebate Requirements:

1. Once pre-approved (if applicable), purchase and install the qualifying equipment within twelve (12) months of PA's pre-approval.
2. Return this completed application form with an authorized signature, as well as the required information listed below, to:

**Commercial Natural Gas Rebates**  
**40 Washington Street, Suite 2000**  
**Westborough, MA 01581**  
**1-800-232-0672**

- ▶ A copy of the completed and signed pre-approval application (if applicable)
  - ▶ A copy of the pre-approval rebate letter (if applicable)
  - ▶ Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased
  - ▶ A copy of your invoice indicating Proof of Purchase — must indicate type, size, make, and model number of the equipment; date of purchase; and date of installation.
3. At the post-installation verification, the customer is required to sign the post-installation customer acknowledgement section of the original application.

### Program Details:

This rebate program applies to applications created on or after January 28, 2010. Equipment must be installed by December 31, 2010. Details of this program, including rebate levels, are subject to change without prior notice. Contact your Program Administrator for the latest program details.

## 2010 High-Efficiency Natural Gas Equipment Rebates

### HEATING EQUIPMENT

|                                | <u>RATING</u>                     | <u>REBATE</u> |
|--------------------------------|-----------------------------------|---------------|
| <b>FURNACES</b>                |                                   |               |
| up to 150 MBH                  | 92% AFUE* or greater              | \$400         |
| up to 150 MBH                  | 92% AFUE or greater & ECM motor   | \$500         |
| up to 150 MBH                  | 94% AFUE or greater & ECM motor   | \$650         |
| <b>CONDENSING UNIT HEATERS</b> | <u>RATING</u>                     | <u>REBATE</u> |
| up to 300 MBH                  | 90% Thermal Efficiency or greater | \$500         |
| <b>INFRARED HEATERS</b>        | <u>RATING</u>                     | <u>REBATE</u> |
| all sizes                      | Low Intensity                     | \$500         |
| <b>STEAM BOILERS</b>           | <u>RATING</u>                     | <u>REBATE</u> |
| up to 300 MBH                  | 82% AFUE or greater               | \$200         |
| <b>HYDRONIC BOILERS</b>        | <u>RATING</u>                     | <u>REBATE</u> |
| up to 300 MBH                  | 85% AFUE or greater               | \$500         |
| 301 to 499 MBH                 | 85% Thermal Efficiency or greater | \$2,000       |
| 500 to 999 MBH                 | 85% Thermal Efficiency or greater | \$2,500       |
| 1000 to 1700 MBH               | 85% Thermal Efficiency or greater | \$3,500       |
| 1701 to 2000 MBH               | 85% Thermal Efficiency or greater | \$5,000       |
| <b>CONDENSING BOILERS</b>      | <u>RATING</u>                     | <u>REBATE</u> |
| up to 300 MBH                  | 90% AFUE or greater               | \$1,000       |
| 301 to 499 MBH                 | 90% Thermal Efficiency or greater | \$3,000       |
| 500 to 999 MBH                 | 90% Thermal Efficiency or greater | \$5,000       |
| 1000 to 1700 MBH               | 90% Thermal Efficiency or greater | \$10,000      |
| 1701 to 2000 MBH               | 90% Thermal Efficiency or greater | \$15,000      |

### WATER HEATING EQUIPMENT

|  |                                   |               |
|--|-----------------------------------|---------------|
| <b>ON DEMAND TANKLESS</b>                    | <u>RATING</u>                     | <u>REBATE</u> |
| with electronic ignition                     | Energy Factor of .82 or greater   | \$700         |
| <b>HIGH-EFFICIENCY INDIRECT WATER HEATER</b> |                                   | <u>REBATE</u> |
|  |                                   | \$500         |
| <b>CONDENSING STAND ALONE</b>                | <u>RATING</u>                     | <u>REBATE</u> |
| 75 to 300 MBH                                | 95% Thermal Efficiency or greater | \$500         |
| <b>ENERGY STAR<sup>®</sup> FREESTANDING</b>  | <u>RATING</u>                     | <u>REBATE</u> |
|  | Energy Factor of .62 or greater   | \$50          |

### INTEGRATED WATER HEATER/CONDENSING BOILER

|                            |               |
|----------------------------|---------------|
| <u>RATING</u> <sup>1</sup> | <u>REBATE</u> |
| 85% AFUE/CA-AFUE           | \$1,000       |
| 90% AFUE/CA-AFUE           | \$1,600       |

<sup>1</sup>Must be considered one unit by manufacturer.

### CONTROLS EQUIPMENT

|  |               |
|--|---------------|
|  | <u>REBATE</u> |
| <b>AFTER MARKET BOILER RESET CONTROLS</b>                        | \$200/ea.     |
| <b>STEAM TRAPS</b>   | \$25/ea.      |
| <b>ENERGY STAR<sup>®</sup> OR 7-DAY PROGRAMMABLE THERMOSTATS</b> | \$25/ea.      |

\* AFUE = Annual Fuel Utilization Efficiency

NOTE: All equipment must meet program guidelines.

All rebates are given on a per-unit basis.

All MBH levels are based on the unit's input.

SOME RESTRICTIONS MAY APPLY. REBATE OFFERS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

**A listing of qualifying heating equipment is available at**  
**[www.ahridirectory.org](http://www.ahridirectory.org)**



# 2010 Heating, Water Heating & Controls

## Customer Information

COMPANY NAME \_\_\_\_\_ APPLICATION DATE \_\_\_\_\_

INSTALLATION SITE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ SQ. FT. (covered by this application) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAILING ADDRESS (if different) \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ELECTRIC COMPANY NAME \_\_\_\_\_ ELECTRIC ACCOUNT # (or copy of electric bill) \_\_\_\_\_

GAS COMPANY NAME \_\_\_\_\_ GAS ACCOUNT # (or copy of gas bill) \_\_\_\_\_

**BUILDING TYPE:** (select one)      **TOTAL FACILITY SQ. FT.** \_\_\_\_\_

|  |  |   |  |                                       |                                       |
|--|--|---|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Assembly          | <input type="checkbox"/> Fast Food               | <input type="checkbox"/> Hotel                    | <input type="checkbox"/> Multi Story Retail    | <input type="checkbox"/> Religious    | <input type="checkbox"/> Small Retail |
| <input type="checkbox"/> Automobile        | <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Large Refrigerated Space | <input type="checkbox"/> Multifamily high-rise | <input type="checkbox"/> K-12 Schools | <input type="checkbox"/> University   |
| <input type="checkbox"/> Big Box           | <input type="checkbox"/> Grocery                 | <input type="checkbox"/> Large Office             | <input type="checkbox"/> Multifamily low-rise  | <input type="checkbox"/> Small Office | <input type="checkbox"/> Warehouse    |
| <input type="checkbox"/> Community College | <input type="checkbox"/> Heavy Industrial        | <input type="checkbox"/> Light Industrial         | <input type="checkbox"/> Other _____           |                                       |                                       |
| <input type="checkbox"/> Dormitory         | <input type="checkbox"/> Hospital                | <input type="checkbox"/> Motel                    |  |                                       |                                       |

## Payment Method

**CHECK PAYABLE TO:**  Customer  
(fill in data below)       Vendor/Installer

**TAX ID#** \_\_\_\_\_      **COMPANY TYPE:** (Check one:  Incorporated,  Not Incorporated,  Exempt)

## Vendor Information

**VENDOR/INSTALLER** \_\_\_\_\_ **STREET ADDRESS** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

## Customer Acknowledgement

I hereby request a rebate for the equipment listed. Attached are copies of all receipts. I have read and agree to the Terms and Conditions on the reverse of this form. I certify that a licensed contractor has installed the listed equipment (when applicable) in accordance with Program Guidelines and Terms and Conditions. I certify that I have seen the Energy Efficient Measures that have been installed and I am satisfied with their installation.

**AUTHORIZED SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NAME** (print) \_\_\_\_\_

## For Program Administrators Only:

|                      |      |                 |                |  |
|----------------------|------|-----------------|----------------|--|
| Required Inspections | Date | Inspector       | Project Costs: |  |
| Post Inspection:     |      |                 | Labor \$:      |  |
| Approval             | Date | Program Manager | Material \$:   |  |
| Final Incentive:     |      |                 |                |  |

## Measure Information — Heating and Water Heating

| Type of Equipment Installed               | Manufacturer | Model Number | Rating<br><small>(Thermal Efficiency, AFUE or Energy Factor)</small> | Input/Size | Installed Cost | Rebate Amount* | Quantity Installed* | Anticipated Rebate* |
|---|--------------|--------------|--|------------|----------------|----------------|---------------------|---------------------|
| Furnace                                   |              |              |  |            |                |                |                     |                     |
| Condensing Unit Heater                    |              |              |  |            |                |                |                     |                     |
| Infrared Heater                           |              |              |  |            |                |                |                     |                     |
| Steam Boiler                              |              |              |  |            |                |                |                     |                     |
| Hydronic Boiler                           |              |              |  |            |                |                |                     |                     |
| Condensing Boiler                         |              |              |  |            |                |                |                     |                     |
| On-Demand Tankless Water Heater           |              |              |  |            |                |                |                     |                     |
| Indirect Water Heater                     |              |              |  |            |                |                |                     |                     |
| Condensing Stand Alone Water Heater       |              |              |  |            |                |                |                     |                     |
| Integrated Water Heater/Condensing Boiler |              |              |  |            |                |                |                     |                     |
| ENERGY STAR Storage Water Heater          |              |              |  |            |                |                |                     |                     |

*\*Projects that are expected to exceed 5 units and/or \$25,000 in rebates will require pre-approval.*

|  |                                 |
|--|---------------------------------|
|  | <b>Anticipated Total Rebate</b> |
|--|---------------------------------|

## Measure Information — Controls

| Type of Equipment Installed   | Manufacturer | Model Number | Size of Unit Controlled (BTU) | Installed Cost | Rebate Amount | Quantity Installed | Anticipated Rebate |
|---|--------------|--------------|-------------------------------|----------------|---------------|--------------------|--------------------|
| After Market Boiler Reset Controls                                      |              |              |                               |                |               |                    |                    |
| Steam Traps   |              |              |                               |                |               |                    |                    |
| ENERGY STAR <sup>1</sup> or 7-day programmable thermostats <sup>1</sup> |              |              |                               |                |               |                    |                    |

|  |                                 |
|--|---------------------------------|
|  | <b>Anticipated Total Rebate</b> |
|--|---------------------------------|

**<sup>1</sup>For thermostat rebates, please answer the following questions:**

| Type of Unit Being Controlled  | What is thermostat replacing?  | Does thermostat control air conditioning?                   |
|--|--|---|
| <input type="checkbox"/> Furnace<br><input type="checkbox"/> Boiler<br><input type="checkbox"/> Other, _____ | <input type="checkbox"/> Fixed temperature thermostat<br><input type="checkbox"/> Broken or inoperable thermostat<br><input type="checkbox"/> Different programmable thermostat<br><input type="checkbox"/> Other, _____ | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

# Terms and Conditions

## 1. Definitions

- (a) "Program Administrator" means Bay State Gas, Berkshire Gas, National Grid Gas (MA), New England Gas, NSTAR Gas, or Unitil, as applicable.
- (b) "Customers" are commercial natural gas customers in Massachusetts on a qualifying rate code.
- (c) "Rebate" means those payment(s) made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (d) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (e) "EEMs" are those energy efficiency measures described in the Program Materials or other custom measures that may be approved, in writing, by the Program Administrator.
- (f) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements

## 2. Customer Eligibility

- a) You must be an eligible Customer of a Program Administrator to participate and qualify for a Rebate.
- b) Equipment purchases and installations made between January 28, 2010 and December 31, 2010 are eligible for Rebates.
- c) Equipment must be installed by a licensed heating or plumbing contractor at the Customer's address listed on the rebate form.
- d) The Customer must send a complete, signed rebate form along with original dated receipts and any other required information or documentation to the Program Administrator within sixty (60) days from installation date
- e) All rebate forms in connection with the Program must be received by the Program Administrator by February 28, 2011.

## 3. Installation Verification

The Program Administrator is not obligated to pay any Rebate until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. The Program Administrator or its representatives, reserves the right to perform pre- and post- installation monitoring and inspection of the installed equipment for a three year period following the completion of the installation in order to determine the energy savings. If the Program Administrator determines that any EEMs were not installed in accordance with program requirements, the Program Administrator shall have the right to require modifications before having the obligation to make any Rebate payments. To the extent applicable, the Program Administrator may, at its sole discretion, withhold payment of any Rebate until Program Administration verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions and the Program Materials. The Customer shall provide access and information to the Program Administrator and reasonably cooperate in good faith with the Program Administrator regarding such activity. The Customer understands that the scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection.

## 4. No Warranties or Representations

- (a) TO THE FULLEST EXTENT ALLOWED BY LAW, THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS; LICENSORS; OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.
- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of its independent expert (not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed and meets Program requirements and applicable laws, regulations and codes. (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 4 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

## 5. Changes to High-Efficiency Equipment Rebate Program

The Customer understands that the Program is subject to change by the Program Administrator, at its sole discretion, without prior notice to the Customer. The Customer further understands that Rebate offers may increase or decrease at any time.

### 6. Tax Liability

Participants in the Program may be subject to tax liability for the value of goods and services received through the Program pursuant to state or federal income tax codes. The Program Administrator and the rebate administrator are not responsible for any tax liability which may be imposed as a result of receipt of the Rebates provided by the Program Administrator to the Customer.

### 7. Indemnification

The Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), arising directly or indirectly out of or in connection with the installation or related services and material or caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any contractor, subcontractor, agent, third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The provisions of this Section 7 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

### 8. Limitation of Liability

To the fullest extent allowed by law, the Program Administrator's liability shall be limited to paying approved Rebates in accordance with these Terms and Conditions and the Program Materials. The Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall have absolutely no liability to the Customer or any other party for any other obligation. In no event, whether as a result of breach of contract, tort (including negligence and strict liability), or any other theory of recovery shall the Program Administrator be liable in connection with this Agreement or the Program for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) the Program Administrator was advised or aware that such damages might be incurred. The provisions of this Section 8 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

### 9. Release

To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a Rebate(s)), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program and associated work or items, or these Terms and Conditions. The provisions of this Section 9 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

### 10. Rebate Amounts

The Program Administrator shall provide Rebate(s) for approved equipment up to the rebate amount indicated in the Customer's application. Projects greater than five (5) or more units and/or \$25,000 in Rebates require pre-approval from the Program Administrator for rebate funds to be reserved.

### 11. Monitoring and Inspection

The Program Administrators or its representatives, reserves the right to perform pre- and post- installation monitoring and inspection of the installed equipment for a three year period following the completion of the installation in order to determine the energy savings. The Customer shall provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. The scope of the review by the Program Administrator does not include an kind of safety, code, or other compliance review or inspection. The provisions of this Section 11 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

### 12. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 4, 6, 7, 8, 9 and 11 and any other provision that specifies by its terms that it survives termination, shall survive the termination or expiration of the Customer's participation in the Program.
- (g) Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related to the Program may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.