

Dealer Participation Agreement

Program valid from April 1, 2021 to June 30, 2024



1 Dealer Information

Company Name ("Dealer") Number of Participating Locations

Physical Address

City State ZIP Code

Mailing Address (If different from above)

City State ZIP Code

Federal Tax ID Tax Status (Corporate, Partnership, Sole Proprietorship, or Exempt)

Website Address

Primary Management Contact Name

Phone Number Email Address

Secondary Management Contact Name

Phone Number Email Address

Rebate Data Entry Contact

Phone Number Email Address

2 General Program Information

Program Description

The **California Foodservice Instant Rebates Program** (the “Program”) is funded by California utility customers and such funds are collected under the supervision of the California Public Utilities Commission (“CPUC”). The Program is administered by Southern California Gas Company (SoCalGas®, “Program Administrator”) on behalf of Pacific Gas and Electric Company (PG&E®), Southern California Edison Company (SCE®) and San Diego Gas & Electric Company (SDG&E®), (together, the California investor-owned utilities or “CA IOUs”) under the auspices of the CPUC, through a contract awarded to Energy Solutions (“Program Implementer”). The Program allows equipment dealers to offer rebates as a discount at the point-of-sale to CA IOU commercial customers on eligible, high-efficiency kitchen and refrigeration equipment (the “Program Services”). Once the qualifying sale is complete, dealers submit an easy online claim for rebate reimbursement. Equipment dealers will be reimbursed typically within two weeks of application approval and will receive an additional sales incentive for each qualifying sale.

Program Objectives

- Increase the available stock of high-efficiency equipment so that these models are available to customers for quick replacement situations
- Influence dealers to integrate energy efficiency considerations into their sales processes and upsell high-efficiency equipment
- Influence other market actors (franchisors, manufacturer representatives, manufacturers, design consultants) to integrate energy efficiency considerations into their equipment specification, sales, and promotional techniques
- Increase opportunities for customers to receive incentives on high-efficiency equipment
- Support market adoption of new, high-efficiency technologies
- Increase adoption of high-efficiency equipment among hard-to-reach and disadvantaged communities customers
- Increase awareness of high-efficiency equipment options and benefits in the market

In the Program, equipment dealers offer point-of-sale rebates on qualifying high-efficiency foodservice equipment to CA IOU customers who will install the equipment at non-residential facilities or to contractors that will pass the rebate on to those customers. Program goals are fostered by providing a sales incentive to dealers for each qualifying unit sold. To participate in the Program, dealers are required to sign this agreement (the “Agreement”) and agree to its provisions.

Program Term

The term of the Program is April 1, 2021 through June 30, 2024. Only Qualifying Equipment (defined below) invoiced during the Program Term and installed at Qualifying Customers’ (defined below) facilities will be eligible for incentives.

Program Contact Information

If you have any questions or concerns about the Program, please call the Program Implementer first. If your matter is not resolved, you may contact the Program Administrator.

Program Implementer: Energy Solutions (714) 787-1098

InstantRebates@energy-solution.com

Program Administrator: SoCalGas (213) 244-3739

PTanios@socalgas.com

3 Program Definitions and Terms of Participation

Qualifying Dealers

For the purposes of this Program, a Qualifying Dealer (or “Dealer”) is an entity that purchases equipment directly from a manufacturer or distributor and sells Qualifying Equipment to a Qualifying Customer or their installing contractor.

Under certain circumstances, as determined by the Program Implementer in its sole discretion, a manufacturer or distributor may serve as its own Qualifying Dealer, if they sell equipment to Qualifying Customers or their installing contractors. In this case, the manufacturer/distributor will qualify to participate in the Program as a Qualifying Dealer.

Under certain circumstances, as determined by the Program Implementer in its sole discretion, a contractor may serve as a Qualifying Dealer, if they sell equipment to Qualifying Customers and their participation allows for a more streamlined transaction in consultation with the other market actors in the distribution chain.

Qualifying Dealers will schedule and undergo Program training soon after enrollment. Trained and participating dealers will be featured in Program materials, the Program website (www.caenergywise.com), and outreach collateral designed to assist end-use customers in locating Qualifying Dealers.

Qualifying Customers and Qualifying Installations

A Qualifying Customer is one who receives service from a CA IOU on a non-residential rate schedule and purchases Qualifying Equipment from either a Qualifying Dealer or an installing contractor that purchased the equipment from a Qualifying Dealer. Qualifying Customers will be verified through the use of a ZIP code lookup tool provided to Qualified Dealers upon enrollment. Qualifying Customer facility types include but are not limited to: offices, hotels/motels, restaurants, and retail installations.

Qualifying Installations are projects at a Qualifying Customer facility. These may be replacement (retrofit) or new installations at existing facilities or new construction.

Qualifying Equipment

Qualifying Equipment is new, high-efficiency electric or natural gas-fired equipment that meets or exceeds the Program specifications. Under the Program, specific rebate amounts are provided for different types of Qualifying Equipment. Program specifications and rebate amounts are defined by Program Administrator and Program Implementer and published on the Program Qualifying Products List (QPL) found on the Program website. To be listed as Qualifying Equipment on the QPL, equipment must demonstrate an adequate efficiency rating as defined by California Energy Wise. More information about the process for equipment testing for inclusion in the Program QPL is provided on the Program website. Program Administrator and Program Implementer reserve the right, exercisable in their sole discretion, to add or remove Qualifying Equipment during the Program Term (defined above).

Qualifying Equipment incentivized through this Program is not eligible for any other CA IOU-sponsored incentives offered through other IOU programs, including online, mail-in, deemed or customized program incentives.

Changes to the Program

The Program Administrator reserves the right in its sole discretion to make changes to the Program and this Agreement that includes modifying the Program’s basis for energy efficiency savings, incentives and Program Term. The Program Administrator or Program Implementer will communicate to participating Dealers via email the rationale for the change(s), the new terms, the impact on incentives (if any) and the date the change(s) will take effect with a minimum 10 days’ notice prior to the effective date of the change(s).

CPUC Authority

This Agreement shall at all times be subject to such changes or modifications by the CPUC, as it may direct. Dealer understands that the CPUC may commence an investigation or other regulatory proceeding in connection with Incentive Claims (as described below) submitted by Qualifying Dealer. Dealer agrees to cooperate with the CPUC in connection with any such investigation or proceeding.

Both the Program Administrator and Program Implementer make reasonable efforts to keep Dealer data confidential, however they cannot guarantee data confidentiality due to Program oversight by other parties. This Program is subject to oversight by the CPUC, which may wish to review any Program data that Program Administrator and Program Implementer receive. **Furthermore, the Program Administrator and Program Implementer will have no liability to Dealer or other parties as a result of any public disclosure of any data or other materials.**

Any data provided by Dealer to Program Implementer or Program Administrator as part of the Program will be used only for the purpose of tracking and analyzing trends in sales of Qualifying Equipment over the course of the Program in order to evaluate the effectiveness of the Program and deliver Program services. Program Implementer may share Dealer data with representatives or agents supporting the provision of Program Services. The cumulative sales information of all participating Dealers will be used to generate an overall report, which will act as the basis for the determination of the Program's success. This report will be made available to the public. However, this report will not contain Dealer-specific information.

Dealer Suspension

At its sole discretion, the Program Implementer reserves the right to suspend Dealers from the Program. Typical reasons for a suspension are the continued submission of incorrect or inaccurate claim information, failed installation verifications or equipment inspections, breach of this Agreement or violating Program policies and procedures, equipment or customer eligibility rules, or the Program's terms and conditions all as determined by the Program Implementer in its sole discretion. Dealer may apply for reinstatement to the Program 90 calendar days after suspension. During the suspension period, the Program Implementer reserves the right to disqualify all of the Dealer's equipment sales from the date of suspension to the date of reinstatement.

4 Incentive Claim Processing, Terms and Payment

Claim and Qualifying Sale

A Qualifying Sale occurs when a rebate amount is deducted from the sales invoice of a Qualifying Customer's purchase of Qualifying Equipment. Within this document, Incentive Claim refers to the request for sales incentives and reimbursement for point-of-sale ("POS") rebate on a specific Qualifying Sale, where a Qualifying Sale refers to the sale of Qualifying Equipment that will undergo a Qualifying Installation. To be eligible for sales incentives and POS rebate reimbursements, the Qualifying Sales must occur during the Program Term. Qualifying Sales must contain a line-item on the customer invoice that contains the words "CA" or "California" as well as the words "Instant Rebate."

Online Incentive System

Incentive Claims for rebates must be submitted by Dealer using the Iris Platform, defined as the Iris online software that functions as an incentive processing and Program reporting platform used as a part of the Program Services ("Iris" or the "Iris Platform"), at www.californiainstantrebates.com designated by the Program Implementer. The Iris Platform utilizes a paperless, online system for entering, processing, and tracking claims. Dealer entries into the Iris Platform are used to process each claim along with supplemental documentation provided by Dealer for each sale. Upon enrollment in the Program, Dealer is provided with a unique log-in ID and will receive Program-supported training on the use of Iris.

Applying for a Program Incentive

To apply for a Program Incentive and receive rebate reimbursement, Dealer must verbally or via direct communication confirm the Qualifying Customer's electric or natural gas utility (as appropriate to fuel type of equipment being purchased), confirm the Qualifying Customer's eligibility through the use of a ZIP code lookup tool provided to Dealer, input sales and installation information to Iris and upload a copy of the corresponding sales invoice to Iris. The Dealer shall be responsible for supplying accurate customer information when submitting claims.

Program Promotion

Dealer agrees to display Program Administrator-approved or Program-provided promotional materials at the point of purchase locations in accordance with Program Administrator's policies and guidelines.

Claim Agreement Clauses

The following provisions contain terms and conditions that are part of every Incentive Claim. By signing this Agreement, Dealer agrees that these terms and conditions will apply to every Incentives Claim Dealer submits.

Good Faith Statement

Dealer warrants that all Incentive Claim information is submitted in good faith as true and correct and all of the Qualifying Equipment listed in any Incentive Claim will be new and sold to a Qualifying Customer for installation at a non-residential facility that receives utility service from a CA IOU. Dealer will take appropriate internal administrative steps to avoid duplicate entries of Incentive Claims that may be created due to Dealer's current paperwork processes, personal organization of assigned administrative support and potential fraudulent activity. Dealer will provide additional timely support if needed in the form of sales documentation or customer outreach should a claim lack information sufficient to appropriately process.

Funding Limitations

Dealer acknowledges and understands that the Program has a limited budget. Incentives Claims will be accepted on a first-come, first-served basis until the Program Term has ended or until allocated funds are spent. First-come, first-served status will be determined by the date and time the Incentive Claim is submitted via the Iris Platform.

Indemnity

To the maximum extent permitted by law, Dealer agrees to indemnify and hold harmless the Program Implementer, the Program Administrator, and the CA IOUs and their respective officers, agents and employees, from and against any and all claims, demands, liabilities, losses or causes of action which arise out of or are connected in any manner with this Agreement or the equipment.

Preservation of Records

Dealer shall preserve all records of sales of equipment for which a POS rebate was issued and a sales incentive was received under this Program for a period of five years after termination of this Agreement. The Program Administrator's duly authorized representatives shall have the right to inspect and to reproduce any such accounts and records related to equipment purchase, sales, rebates processed or the incentives received. All financial statements, reports, records and other documents shall properly reflect the true facts about all activities and transactions for which the Dealer issued a POS rebate and received an incentive as a Program participant.

Tax Liability

The Program Administrator or Program Implementer will report Dealer's sales incentives as income to Dealer on IRS Form 1099 unless Dealer has indicated its tax-exempt corporate tax status above. Dealer is encouraged to consult its tax adviser concerning the taxability of incentives. Neither Program Administrator nor Program Implementer are responsible for any taxes, interest, and/or penalties that may be imposed on dealer as a result of receipt of incentives from this Program or any other Program related cost. Dealer assumes all responsibility for collecting and reporting any and all applicable sales tax. Dealer acknowledges that at the time of purchase, sales tax must be applied prior to the application of any rebate.

Verification

The installation of equipment at Qualifying Customer facilities will be subject to verification by Program Implementer, Program Administrator or its representatives. Verification may be performed per Program Implementer or Program Administrator requirements on all equipment listed, or a select portion of the equipment listed, on selected claims to ensure that equipment was sold and installed. Dealer is responsible for submitting accurate and exact Qualifying Customer information.

Refunds and Adjustments

Dealer shall promptly refund any and all rebate amounts paid to Dealer resulting from noncompliance with this Agreement, or for Qualifying Equipment returns processed by Dealer for which the Program Implementer has paid a rebate reimbursement to Dealer. Any refund of rebate amounts paid to Dealer to which Program Implementer becomes entitled will be deducted and offset as an adjustment from Dealer's future invoices. If Program Implementer cannot offset the refund in a timely manner, then, if requested by Program Implementer, Dealer must promptly (and, in any event, no later than 10 days after the Program Implementer's request) refund to Program Implementer the rebate amounts due.

Any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, sent electronically via email, a nationally-recognized overnight courier, or first-class mail, postage prepaid, to the addresses specified below or to other addresses specified in writing by Program Administrator or Program Implementer. An originally executed version of this Agreement, delivered electronically via email by one party to the other party as evidence of signature shall for all purposes hereof be deemed an original. When any of the above methods of execution of this Agreement is utilized in accordance with the terms outlined in this section, then neither party shall have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of this Agreement.

Warranty Disclaimer and Liability

THE PROGRAM ADMINISTRATOR AND PROGRAM IMPLEMENTER DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY MANUFACTURER, DISTRIBUTOR OR PRODUCT, AND MAKE NO WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, ANY PROJECT, OR ANY ITEM OR 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. THE PROGRAM ADMINISTRATOR AND PROGRAM IMPLEMENTER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO DEALER, ITS EMPLOYEES, ITS AGENTS OR ANY THIRD PARTIES IN CONNECTION WITH THE PROGRAM OR OTHERWISE, EXCEPT THE RESPONSIBILITY TO PROVIDE THE INCENTIVE REBATES UNDER THE PROGRAM. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF DEALERS' PARTICIPATION IN THE PROGRAM. DEALER 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 AND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO

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5 Program Participation Activation

Dealer has caused this Agreement to be executed by its duly authorized representative.

Dealer Signature

Print Name

Title

Date

Fill out page one in the Dealer information section and fill out the lines above, sign and date. Please make a copy of this Agreement for your records and then mail or electronically submit the signed document to:

Energy Solutions

ATTN: California Foodservice Instant Rebates Program
4050 W. Metropolitan Drive
Orange, CA 92868
instantrebates@energy-solution.com

Energy Solutions is the SoCalGas authorized contractor responsible for Implementing this program.

Contact Energy Solutions:

(714) 787-1098

instantrebates@energy-solution.com

www.caenergywise.com/rebates



The California Foodservice Instant Rebates Program is funded by California utility customers and administered by Southern California Gas Company (SoCalGas®) and supported by the state's other investor-owned utilities, Pacific Gas and Electric Company (PG&E®), Southern California Edison Company (SCE®) and San Diego Gas & Electric Company (SDG&E®), under the auspices of the California Public Utilities Commission through a contract awarded to Energy Solutions. Program funds, including any funds utilized for rebates or incentives, will be allocated on a first-come, first-served basis until such funds are no longer available. This program may be modified or terminated without prior notice. Customers who choose to participate in this program are not obligated to purchase any additional goods or services offered by Energy Solutions or any other third party. The selection, purchase, and ownership of goods and/or services are the sole responsibility of customer. None of the IOUs make any warranty, whether express or implied, including the warranty of merchantability or fitness for a particular purpose, of goods or services selected by customer. None of the IOUs endorse, qualify, or guarantee the work of Energy Solutions or any other third party. Eligibility requirements apply; see the program conditions for details.

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