

# TERMS AND CONDITIONS

## Delmarva Power Virtual Home Energy Check-up



These terms and conditions govern your participation as a Delmarva Power residential customer in the Virtual Home Energy Check-up ("VHEC") offered by Delmarva Power & Light Company ("Delmarva Power").

### Terms and Conditions

**ELIGIBILITY:** This offer is valid for Delmarva Power residential customers applying through the Delmarva Power VHEC program only. For other programs, please visit [delmarva.com/SaveEnergy](http://delmarva.com/SaveEnergy).

**VHEC:** A trained energy efficiency expert (the "Energy Analyst") will contact you by telephone or video call to assist you with VHEC delivery. You agree to recordation of such telephone or video call by the Energy Analyst and that such recording will be shared with Delmarva Power. You are advised to retain a copy of these terms and conditions, and any installation instructions and accompanying documentation provided by Delmarva Power and/or the Energy Analyst under this program. Delmarva Power will not be responsible for lost documentation pertaining to this VHEC program. Details of this program, including direct-install energy-saving measures, are subject to change or cancellation without prior notice.

**APPROVAL AND VERIFICATION:** Delmarva Power reserves the right to contact you by telephone to verify VHEC delivery and you agree to (i) answer, to the best of your ability, the questions Delmarva Power may pose concerning such delivery and your experience with the Energy Analyst, and (ii) recordation of such telephone call. In addition, if requested by Delmarva Power, you agree to provide, via a web portal or email address provided by Delmarva Power for such purpose, photographic evidence of the installed VHEC measures.

**TAX LIABILITY:** Delmarva Power will not be responsible for any tax liability that may be imposed on you as a result of the VHEC delivery and installation of the energy-saving measures. Please contact your tax adviser for more information.

**ENDORSEMENT:** Delmarva Power does not endorse any particular manufacturer, product, system design, or contractor in promoting this program.

**INFORMATION RELEASE:** You agree that Delmarva Power may include your name, Delmarva Power services, and resulting energy savings in reports or other documentation submitted to Delmarva Power and/or the Maryland Public Service Commission. Delmarva Power will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

**LIMITATION OF LIABILITY:** Delmarva Power's liability is limited to paying for the time of the Energy Analyst and the energy-saving measures provided to you under this program. Delmarva Power is not liable for any losses or damages, including, without limitation, loss of profits, loss of earnings, loss of business opportunities, property damage, or personal injuries (including death) resulting from or arising out of or with respect to participation in this program.

**PROPERTY RIGHTS:** You represent that you have the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed.

**RENTER'S CERTIFICATION:** If you are a renter, you certify that you have received consent from the landlord or homeowner for the receipt of the VHEC and associated installation of measures.

**RIGHT TO REFUSE:** The Energy Analyst has the right to refuse service or end the VHEC delivery when confronted by a customer acting inappropriately. Inappropriate behavior includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, or threatening or erratic behavior.

**REPLACEMENT OR REINSTALLATION OF EQUIPMENT:** You agree, as a condition of participation in this VHEC program, to remove existing inefficient measures to be replaced under this program and to store or dispose of such inefficient measures safely and in accordance with all laws, rules, and regulations, and to replace such inefficient measures with the efficient measures received as a result of this VHEC program. You also agree not to reinstall any newly installed VHEC energy efficiency measures outside the premises where they were installed.

**WARRANTIES:** DELMARVA POWER DOES NOT WARRANT THE PROPER COMPLETION OF INSTALLATION OR PERFORMANCE OF INSTALLED PRODUCTS, EXPRESSLY OR IMPLICITLY. Delmarva Power makes no warranties or representations of any kind, whether statutory, expressed, or implied, including, without limitation, warranties of merchant ability or fitness for a particular purpose regarding LEDs, efficient-flow showerheads, efficient-flow faucet aerators, or advanced power strips. Delmarva Power is not responsible for any damage caused by these products, the installation of these products, or the failure of these products. Refer to the manufacturer's documentation for details regarding product performance and warranties. Delmarva Power makes no guarantee of energy savings results by receiving a VHEC and direct-install measures.

Questions or concerns? Call **1-866-353-5799**.



Offer valid for Delmarva Power residential customers in Maryland only. This program supports the EmPOWER Maryland Energy Efficiency Act.

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