

**UtiliPRO
Terms and Conditions**

Thank you for choosing to rent your Water Heater from 03091776 Georgia LLC ("UtiliPRO Services"). To serve you better the following is important information about your coverage under the Program. This contract (this "Contract") provides the terms and conditions under which UtiliPRO is legally obligated to the part to whom this Contract is issued (referred to as "Customer" or "you" in this Contract"). Please read and save for future reference.

Our Obligation to You.

Our obligation to you is to service and repair the Water Heater with no service charges or parts replacement charges except in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, UtiliPRO determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, pressure release valve, expansion tank, wiring, plumbing, ducting and/or electric services requires cleaning, repair or replacement;
- e) where re-setting is required due to "FVIR lock-out" as described below under "Customer Advisory";
- f) if you fail to maintain your Water Heater in accordance with the requirements set out below under "Customer Obligations - Safety"; or
- g) if you fail to notify us as described below under "Customer Obligations - Duty to Maintain".

a) **Payment of Charges -** You will pay your rental charges when due as per contract.

We may change our rental rates from time to time by announcing rate changes in advance in bill inserts, by letter or by any method permitted by law. You will pay us on demand interest on all amounts payable by you (including interest) and not paid when due, both before and after judgment at the rate set out on your bill.

b) **Safety -** You will use your Water Heater safely and responsibly. In particular, you will:

- a. maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater;
- b. ensure that no combustible, hazardous or flammable materials are used or stored in the same room or near the Water Heater;
- c. ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
- d. provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
- e. ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open and unrestricted; or
- f. you will not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater. Further, any person authorized by us to service, repair, modify, move or disconnect the Water Heater shall do so in accordance with our instructions or requirements.

c) **Duty to Maintain -**

As the user of the Water Heater, you are required under law to ensure that it is maintained in a safe operating condition.* In the event that a service or repair is required please call 1-866-300-5574.

d) **Ownership, Credit and Security Interest.**

You agree that:

- a). if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by the Contract;
- b) during the term of the Contract, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment;
- c) we may inquire about your credit history and, if necessary, use the personal information you have provided us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time-to-time during the term of this Contract. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Contract;
- d) you will promptly inform us of any change in: (i) your mailing address at least 30 days in advance of such change; and/or

- (ii) the bank account or credit card information provided to us promptly after such change is made;
- e) we may sell, assign, concurrently lease or otherwise dispose of, or grant a security interest in, all or part of our right, title and interest in this Contract or the Water Heater to anyone else, without notice to you or your consent. To the extent permitted by law, you will not assert against any transferee any claims, defenses, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us;
- f) the Contract is binding upon and will ensure to your respective heirs, personal representatives, successors and permitted assigns; and
- g) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

e) **Sale of your Home -** If you sell the premises, the Contract shall be transferred to the purchaser, and we will permit the purchaser to assume your rights and obligations under the Contract, effective from the date of sale, provided that:

- a) the purchaser is notified in the Contract of purchase and sale that the Water Heater is rented and is subject to the terms and conditions of the Contract;
- b) you advise us in advance of the purchaser's name and the intended date of sale;
- c) the purchaser agrees in writing or by conduct to rent the Water Heater in accordance with this Contract; and
- d) you have paid us all other amounts owing under this Contract. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the purchaser.

Customer Advisory.

Your Water Heater may be equipped with flammable vapor ignition resistant ("FVIR") technology. UtiliPRO encourages you to read your Water Heater Use & Care Manual to determine if the unit in your home is equipped with FVIR technology. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to "lockout" the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR "lockout" is not covered by UtiliPRO under the rental terms and conditions set forth herein and, if applicable, you will be charged for both parts and labor.

Warranties and Liability.

a) **Warranties -** We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater including whether the Water Heater is suitable for you. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.

b) **Liability -** We will not be liable for any loss, damage or injury of any type (including as a result of any water leakage or electrical or natural gas related events) arising out of or related to this Contract or caused or contributed to in any way by the use and/or operation of the Water Heater including without limitation, any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under the Contract because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.

c) **Indemnity -** You will indemnify us from any loss or damage to the Water Heater for any reason (other than normal wear and tear) and all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with the Contract or the use and operation of the Water Heater including any claims

against us for any injury or death to individuals or damage to property. This obligation survives the termination of this Contract for any reason.

d) **Insurance -** During the term of the Contract, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under the Contract have been fulfilled. Personal Information About You. We collect and use personal information about you in order to establish and manage our business relationship with you. Other than to our authorized service providers, parties that will provide us with credit information, and parties for whom we are servicing the Water Heater we won't knowingly share this information with third parties without your permission, other than a party to whom we transfer or assign this Contract. Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in a while we, or an authorized service provider, may mail or call you about our other products and services that may be of interest to you. If you don't want us, or an authorized service provider, to contact you about such products and services or if you would simply like more information about how we use personal information, please contact us using the information set out in the section "How to Contact Us" located at the end of the Contract.

Termination by Us -

You agree that we may terminate the Contract and, in addition to any other remedies that we may have, we may remove the Water Heater if you fail to meet any of your obligations set out in the Contract. Termination by You – Your sole method of terminating this Contract is to purchase your rental Water Heater. You may purchase your rental Water Heater at any time for the age-reduced price shown on the Buyout Schedule provided with these Water Heater Rental Terms and Conditions. The purchase price reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs. You may exercise your buyout option by notifying us in writing or by calling a UtiliPRO Rental Specialist at 1-866-300-5574.

When you exercise your buyout option, you accept the Water Heater in an "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by UtiliPRO.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to the Contract, the Contract will end for the Water Heater and, as set out more particularly below in the section called "End of the Contract", you will have no further obligation to pay rent and we will have no further obligation to you.

End of the Contract.

At the end of the Contract (for whatever reason):

- a) **Rent -** you are not obligated to rent and we are not obligated to supply replacement equipment (including a Water Heater), unless we mutually agree at the time and enter into a new Water Heater rental Contract;
- b) **Replacement -** UtiliPRO is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, Expansion tank, pressure reducing valve, ducting; and/or electrical services.
- c) **No Further Obligations -** you will have no further obligation to pay rent (other than rent owing prior to the end of the Contract) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

Installs going forward	CV40	CV50
0 to 1 years old	900	1100
1 to 2 years old	864	1056
2 to 3 years old	829	1014
3 to 4 years old	796	973
4 to 5 years old	764	934
5 to 6 years old	733	897
6 to 7 years old	696	852
7 to 8 years old	661	809
8 to 9 years old	628	769
9 to 10 years old	590	723
10 to 11 years old	554	680
11 to 12 years old	515	632
12 to 13 years old	260	320
13+ years old	100	100
Monthly rental rate	15.95	19.95

BUYOUT SCHEDULE