

PNM customers are eligible to a rebate from PNM when they purchase and install eligible cooling equipment (the "Energy Conservation Measure"). Cooling equipment for which a rebate is requested must be in new, unused condition. This rebate is good for purchases made January 1, 2016 through December 31, 2016 or while rebate funds are available for this program. Limit two (2) rebates per PNM residential electric customer account.

**PNM COOLING REBATE PROGRAM DISCLAIMER OF WARRANTIES AND WAIVER AND RELEASE OF LIABILITIES REGARDING THIS PNM REBATE PROGRAM ("PROGRAM"):** You acknowledge and understand that: (1) PNM is not liable for any manufacturer warranty or any representation or warranty made by the by the licensed third party independent contractor ("Contractor") you hire concerning the suitability of the equipment or materials that have been selected, the quality of materials/equipment, workmanship or any projected energy savings; (2) PNM is neither a party to the agreement with the Contractor that you hire to install the Energy Conservation Measure nor is PNM involved in the negotiation of the terms of the agreement with your Contractor that will install the Energy Conservation Measure; (3) the contractor you choose to install the Energy Conservation Measure is not employed by PNM nor is an agent of PNM nor under the control or supervision of PNM, but rather is an independent contractor hired by you; (4) the decision to purchase a particular piece of equipment, and the decision to select, hire and the management of the Contractor that will install the Energy Conservation Measure are your sole responsibility; (5) PNM has the right to have its own contractor (the "Verification Contractor") follow up with you after the installation of your Energy Conservation Measure has been completed to verify installation and energy conservation impact, and/or to conduct a survey, and you agree to cooperate with the efforts of such Verification Contractor; and (6) PNM HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OF CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE WITH RESPECT TO THE ENERGY CONSERVATION MEASURE'S: (A) SUITABILITY FOR YOUR PREMISE; (B) SAFETY, QUALITY, AND/OR PERFORMANCE; (C) INSTALLATION AND/OR YOUR SUBSEQUENT OPERATION BEING IN COMPLIANCE WITH ANY APPLICABLE LAWS; (D) MERCHANTABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR MATERIALS FURNISHED BY ANY THIRD PARTY MANUFACTURER OR YOUR CONTRACTOR; AND (E) IMPLIED WARRANTIES OF NON-INFRINGEMENT, CUSTOM OR USAGE.

It is your sole responsibility to determine what equipment and/or materials, if any, might be appropriate for your specific situation and location. PNM does not represent, warrant or guarantee that the Energy Conservation Measure is appropriate or will provide any particular amount of energy savings to you. This provision shall survive the termination of your participation in the Program or the termination of the Program itself. Should you have any issue regarding the workmanship and/or the suitability of the Energy Conservation Measure, you must contact the Contractor you hired.

**WAIVER AND RELEASE:** In consideration of receipt of this rebate from PNM, you hereby agree to fully waive and release PNM, its parent company, affiliates, subsidiaries, agents, representatives and insurers, and their respective employees, directors, officers, and agents from any and all claims, damages, liabilities, rights and remedies whatsoever, whether known or unknown, both at law and in equity, that you have against PNM, its parent company, affiliates, subsidiaries, agents, representatives and insurers, and their respective employees, directors, officers and agents that based hereon, or arising out of, under or in connection with the Energy Conservation Measure upon which you seek the rebate from PNM under the Program.