

## **FirstEnergy Services Terms and Conditions**

These Terms and Conditions apply to the following services offered by FirstEnergy Service Company (“FirstEnergy”): Landscape Lighting, Post Lamps, Security Lighting, Electrical Services, Home Insulation Services, and Professional Tree Services (hereinafter the “Services”). Please read these Terms and Conditions before submitting a request for a free estimate for any of the Services. By submitting a request for a free estimate, you are indicating that you have read, understood and agreed to these Terms and Conditions and confirm that you are a FirstEnergy utility company customer.

### **1. Services**

All Services are performed by an independent contractor. By submitting a request for a free estimate for the Services, you represent that you are at least 18 years of age and that you wish to be contacted by one of FirstEnergy’s Contractors (hereinafter “Contractor”) for the purpose of receiving a free estimate for the Services. FirstEnergy, its parent, subsidiaries and related affiliates, including the FirstEnergy operating companies, do not provide any warranty on the Services performed by Contractor and are not liable for damage or injuries that may arise as a result of the Services provided. The Services may be subject to additional terms and conditions between you and the Contractor.

### **2. Contractor’s Performance of the Services**

In performing the Services for you, Contractor is responsible for:

- furnishing all necessary labor, tools, equipment, materials, transportation, supervision, services and other items required to satisfactorily complete the work in a timely fashion;
- performing the work in accordance with generally accepted procedures, practices and standards within the industry and exercise that degree of skill and judgment commensurate with that which is normally exercised with respect to services of a similar nature;
- complying with all applicable laws, ordinances, codes, rules, licenses, permits, orders, and other requirements, now or hereinafter in effect of any governmental authority including, without limitation, (a) installation or materials standards; (b) requirements relating to contractor licensing, building permits, zoning and consumer protection; and (c) workers’ compensation and employer’s liability insurance;
- providing you with a written warranty and guarantee and copies of all applicable manufacturer’s warranties relating to the work;
- taking all precautions necessary to prevent bodily harm or property damage in connection with the work;

- ensuring that only experienced and properly qualified persons perform the work;
- promptly and satisfactorily correcting all defects or deficiencies in the work as identified by you or FirstEnergy within five (5) working days of being notified of the defect. If Contractor fails or refuses to make such correction, FirstEnergy may, at its option, make such correction at Contractor's expense, which shall be promptly paid by Contractor, or offset against any payments owed to Contractor; and
- satisfactorily repairing all damages caused by Contractor to your property, at Contractor's expense, within thirty (30) days of the date upon which the damage occurred. If Contractor fails or refuses to make such correction, FirstEnergy may, at its option, make such correction at Contractor's expense, which shall be promptly paid by Contractor, or offset against any payments owed to Contractor.

### **3. Inspection and Testing**

Contractor's work shall at all times be subject to inspection and testing by you and FirstEnergy. It is hereby agreed and understood that FirstEnergy does not assume any obligation or responsibility to perform or review any inspection or testing.

### **4. Payment for Services**

If eligible, you may elect to pay for the Services in installments with FirstEnergy (see Section 5) or by paying the Contractor directly.

If you are eligible and elect to pay in installments, you may select one of the following ways to be billed: (1) as an additional charge to your monthly electric service billing statement; (2) by separate monthly statement if you do not currently receive an electric service billing statement from a FirstEnergy Company (the "Company"); or (3) by credit card. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence.

The billing for the payments will generally commence with the electric service billing statement following installation of the equipment or provision of Services and will continue for the number of billing periods set forth in your Payment Agreement provided by the Company. Payments will be due on the same date as payment for your electric service, or if you do not receive an electric service billing statement from the Company, then your payment is due within fifteen (15) days of the billing date of the separate monthly statement. The charge on your bill or credit card shall serve as the invoice for the Services or equipment purchase and installation. On notice to you, Company may change the means by which you are invoiced and billed for the Services or equipment purchase and installation. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. If you enroll in a payment assistance program for payment of your utility bill, Company reserves the right, in its sole discretion, to remove your monthly charge from your utility bill onto a separate monthly invoice. By submitting a request for a free estimate, you consent to Company inquiring about your credit or payment history at any time as it relates to your ability to pay for the Services or

equipment purchase and installation and you consent to disclosure of your customer information by your electric utility to third parties to the extent necessary.

In the event that your electric service is discontinued for any reason, or if you fail to make said payments for two (2) consecutive billing periods, you understand and agree that any outstanding balance for the Services or equipment and installation will become due and payable immediately upon demand by the Company, without presentment, demand, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by you. Failure to timely comply with your payment obligations for the Services or equipment and installation may result in Company initiating a collection action and, in the event of such collection action, you agree to pay all fees of collection incurred by FirstEnergy, including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorneys' fees and recording fees.

Customer hereby acknowledges that the Company, by advancing such funds for the Services or purchase of the said equipment described above, assumes no liability for any damages, however incurred, arising from the manufacture, installation, operation or performance of said equipment.

## **5. FirstEnergy's Financial Assistance to Customer**

You may be eligible to receive financial assistance from FirstEnergy for the Services. In order to qualify for financial assistance from FirstEnergy, you must: (i) be a customer of FirstEnergy who is the account holder of record on which the charges will be billed, or be credit approved to be invoiced by FirstEnergy; (ii) be the owner or authorized agent of the single-family dwelling where the Services will be performed; (iii) be the owner or authorized agent of eligible commercial property where the Services will be performed; (iv) have acceptable credit with FirstEnergy. Any customer meeting these criteria may finance the Services without interest upon the execution of a Payment Agreement.

If you receive financial assistance from FirstEnergy for the Services, the Contractor will not perform the Services until: (a) the Contractor has completed the Payment Agreement provided by FirstEnergy; (b) the Payment Agreement has been signed by the account holder of record on which the charges for the Services will be billed; (c) approval has been received from the owner (or authorized representative of the owner) of the premises where the Services are to be performed; (d) a copy of the completed and signed Payment Agreement has been left with the account holder of record (or authorized representative); and (e) the financial assistance has been approved by FirstEnergy. The Payment Agreement will indicate the amount of financial assistance available from FirstEnergy under the program.

## **6. Disclaimers**

You understand and agree that the Services are being purchased directly from Contractor and that FirstEnergy or the Company **MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You further understand and agree that the **ONLY WARRANTIES ARISING FROM THIS TRANSACTION**

are those that may be provided by the Contractor and/or the manufacturer of the equipment and that FirstEnergy or the Company has neither assumed nor authorized any person to assume for it any other liability in connection with the Services or sale, installation or operation, or performance of the above described equipment.

## **7. Law and Jurisdiction**

These Terms and Conditions are governed by the laws of the State of Ohio, without regard to its choice of law provisions. The courts of general jurisdiction located within the State of Ohio, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and Conditions.

## **8. Miscellaneous**

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and Conditions, and you do not have any authority of any kind to bind FirstEnergy in any respect whatsoever. FirstEnergy's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions are not assignable, transferable or sublicensable by you, except with our prior written consent. The headings in these Terms of Service are for convenience only and have no legal or contractual effect. These Terms and Conditions include and incorporate the Privacy Policy for the Smartmart website.

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