

Energy Agent Product & Services Disclaimer

Disclaimer: Energy Agent, LLC (“Energy Agent”), including its brands, subsidiaries, affiliates, agents, and representatives, acts solely as an independent broker, consultant, and facilitator in the procurement and coordination of third-party products and services, including but not limited to products and services referenced through the OWEA program.

Energy Agent does not manufacture, distribute, install, service, warrant, or guarantee any products offered by third-party vendors or manufacturers (“Suppliers”). All products, equipment, components, and associated hardware (“Products”) referenced or arranged by Energy Agent are provided, manufactured, installed, and warranted directly by the applicable Supplier. Energy Agent’s role is limited to analyzing client requirements, providing information, facilitating introductions or engagements, assisting in proposal development, and coordinating communications between the client and the Supplier.

No Warranty or Guarantee: Energy Agent makes no express or implied representation, warranty, guarantee, or promise regarding the performance, quality, suitability, durability, compliance, merchantability, fitness for a particular purpose, safety, or effectiveness of any Product or service provided by a Supplier. All warranties and guarantees, if any, are provided exclusively by the Supplier and are subject to the Supplier’s terms, conditions, limitations, and disclaimers.

Limitation of Liability: Under no circumstances shall Energy Agent, its officers, directors, employees, agents, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to the performance, use, installation, maintenance, or failure of any Product or service offered by a Supplier, including but not limited to loss of revenue, loss of savings, business interruption, property damage, or personal injury, even if Energy Agent has been advised of the possibility of such damages.

Client Responsibility: Clients acknowledge and agree that they are responsible for independently verifying all Product specifications, installation requirements, compliance with local codes and regulations, warranty terms, and any other due diligence prior to purchase, installation, or use. Energy Agent does not provide engineering, architectural, installation, or legal services unless expressly agreed in a separate written contract.

Third-Party Relationships: Energy Agent may receive compensation, referral fees, or commissions from Suppliers in connection with facilitating introductions or client engagements. Such arrangements do not alter or expand Energy Agent’s role or obligations with respect to the Products or services offered by Suppliers. The existence of any compensation arrangement will be disclosed in accordance with applicable law when required.

Indemnification: Clients agree to indemnify, defend, and hold harmless Energy Agent and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to the client's purchase, installation, or use of any Product or service provided by a Supplier.