



## HOME IMPROVEMENT CONTRACT - RESIDENTIAL SOLAR SYSTEM INSTALLATION

CUSTOMER INFORMATION			INSTALLATION LOCATION
<b>Homeowner Name:</b> Jennette Spears			<b>Address:</b> 864 Old Stage Rd S, Erwin, NC 28339
<b>Spouse or Co-Owner Name:</b>			<b>City:</b> Erwin <b>State:</b> NC <b>Zip:</b> 28339
<b>Address:</b> 864 Old Stage Rd S			<b>Location on Property:</b> Ground Mount
<b>City:</b> Erwin	<b>State:</b> NC	<b>Zip:</b> 28339	<b>SYSTEM INFORMATION</b>
<b>Phone:</b> 910-658-3373			<b>System Size:</b> 12.75 kW
<b>Email:</b> spearsjennette5@gmail.com			<b>Estimated 1<sup>st</sup> Year Production:</b> 16,775

This Home Improvement Contract ("Agreement") is entered into on 8/10/2021 ("Agreement Date") by Marc Jones Construction LLC, dba Sunpro Solar ("Sunpro", "us" or "we") and the customer(s) listed above ("Customer" or "you") (Sunpro and the Customer may be referred to together as the "Parties") for the sale and installation of the photovoltaic solar system described below ("System") at the installation location listed above ("Property") upon the terms and conditions set forth in this Agreement, including all Attachments attached hereto, all of which are incorporated into this Agreement as if set forth fully herein. **You are entitled to a completed copy of this Agreement signed by both you and Sunpro before any work begins.** The Agreement Date above is the date on which the last Party signed this Agreement.

Please read the entire Agreement and ask any questions you may have.

### 1. CONTRACT PRICE

The Contract Price for the System is \$69,767, consisting of \$69,767 for your System, \$0 for your Battery, and \$0 for your re-roofing, if any, including sales tax, if applicable. The Contract Price is subject to any change orders agreed to in writing by both you and Sunpro. No federal or state incentives, rebates, or tax credits were used to determine the Contract Price. If you are paying a portion of the Contract Price in cash and financing the remainder, \$\_\_\_\_\_ of the Contract Price will be paid in cash as a down payment, and \$\_\_\_\_\_ will be financed through a third-party lender. If you are paying the entire Contract Price in cash, the amount of your deposit, progress payments, and final payment are stated in Section 3.3 below.

### 2. SCOPE OF WORK

2.1. Description of the System and Estimated Description of Significant Materials to be Used and Equipment to be Installed (the "Materials")



### SITE DESIGN



**System Size:** 12.75 kW

**Inverter:** Enphase

**Modules:** 34 LG 375

**Battery:** 0 None

**Note:** This design is subject to redesigns due to unforeseen obstructions, size restrictions, or other reasons. Any change to this design will be approved by the homeowner.

**Re-Roofing:** If you have selected to include re-roofing as part of this project, those services and materials will include the following - Re-roof entire roof with Owens-Corning or similar shingles, remove and haul away existing roof shingles, inspect roof deck for damage. See Buildpro Roofing Agreement for details, terms, & conditions.

#### 2.2. Work to be Performed & Standard Components

Our work (the "Work") under this Agreement will be: design the System, secure basic building and electrical permits as needed ("Permits"), install the System on the Property, complete and submit utility interconnection documents, coordinate building, electrical, and utility inspections required for operation of the System. No other work is included unless expressly stated elsewhere in this Agreement.

Standard components ("Components") used in the Work include a production monitor, racking and mounting components, wiring, and conduit.

#### 2.3. Additional materials and extra work ("Customer Preparations") required before we can begin installing your System, which are subject to additional charges and require a Change Order unless you secure them from a third party or unless otherwise stated below:



### 3. PAYMENT TERMS

- 3.1. This Agreement  IS  IS NOT contingent on you obtaining approval for financing by a third-party lender.
- 3.2. FINANCED PURCHASES: The Contract Price only includes the amount we charge for the System and the Work. If you obtain financing from a third-party, your agreement with your lender will determine the total amount you owe to them and your payment schedule, and may include interest, fees, finance charges, ACH fees, UCC removal and refiling fees, or other charges. This Agreement does not contain the terms of your financing agreement with your lender. You are not required to use any particular lender to finance any or all of the Contract Price. Sunpro is not affiliated with any lender and does not arrange or broker loans. If you choose to finance the Contract Price, carefully read any agreements and disclosure forms provided by your lender. If you have any questions about your financing agreement, contact your finance provider before signing a contract.

Sunpro will require payment as shown on the schedule in Section 3.3 below unless we reach an alternative arrangement with your third-party finance provider. You will be responsible for payment of the Contract

Price even if you do not secure financing. Additional payment terms and other terms and conditions of this Agreement are included in Attachment 1.

- 3.3. CASH PURCHASES: If you are purchasing the System with cash, Sunpro requires a down payment and may require progress payments as the installation progresses.

The schedule of payments is as follows for Systems purchased with cash:

Deposit (30%):	\$ _____	- Due upon signing of this Agreement
1 <sup>st</sup> Installment (60%):	\$ _____	- Amount you owe the Provider at the commencement of installation
Final Payment (10%):	\$ _____	- Due upon completion of installation and passing of utility and/or local authority inspection, as applicable, but <b><u>before interconnecting with your utility.</u></b>

- 3.4. Late Payment: If Sunpro does not timely receive any of the above payments within ten (10) days of their due date, Sunpro may charge you an administrative late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the amount past due, or (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential, or other such charge or payment of a similar nature.
- 3.5. Payment of Taxes: You acknowledge and agree that you are responsible for paying any applicable personal property taxes on your System.

### 4. INSTALLATION TIMELINE

- 4.1. Sunpro will install the system within a reasonable amount of time after you sign this Agreement, but in no event later than six (6) months from the Agreement Date. We will schedule the installation of your System at a mutually agreeable time and date.



- 4.2. Approximate Start Date: 30-60 days from the Agreement Date.
- 4.3. Approximate Completion Date: 30-120 days from the Agreement Date.
- 4.4. The above installation timeline is an estimate only and may be adjusted as provided in this Agreement, including for delays due to late payments, Customer Preparations, undisclosed or unforeseen conditions, additional work required to make the Property suitable for the System, or those delays caused by local permitting authorities, homeowners' associations, or other third-parties. Sunpro will be deemed to have started work under this Agreement on the date the first Permit is applied for.

## 5. WARRANTIES AND GENERAL TERMS AND CONDITIONS

Warranties and additional terms and conditions are contained in Attachment 1, which is incorporated into this Agreement.

## 6. DISPUTE RESOLUTION; MEDIATION; ARBITRATION; CLASS ACTION WAIVER

THIS SECTION GOVERNS ANY DISPUTE BETWEEN YOU AND SUNPRO. PLEASE READ IT CAREFULLY.


- 6.1. Good Faith Efforts. The Parties agree to make a good faith effort to resolve any dispute informally. If you have any concerns, please notify Sunpro's customer service department with a detailed statement of your concern at 1-866-508-1890 or [support@gosunpro.com](mailto:support@gosunpro.com). If the Parties cannot reach a resolution within 45 days after notice of the dispute, either Party may commence a formal proceeding pursuant to the process detailed below. For any property, installation, or performance concerns, in addition to any other requirements under applicable law, you must allow us access to inspect the System and, to the extent helpful, the Property or any other property, data, information, or materials related to the dispute.
- 6.2. ARBITRATION: If the Parties are unable to resolve a dispute as set forth in Sec. 6.1 above, you and Sunpro agree that any dispute arising out of or relating to any aspect of the relationship between you and Sunpro will be resolved exclusively by arbitration except as specifically provided below. The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules and Mediation Procedures, as supplemented by the Consumer Due Process Protocol (collectively, the "AAA Rules"), rather than in a court before a judge or jury. The location of the arbitration shall be the AAA closest to the Property unless otherwise agreed to by the Parties, and the arbitration shall be administered by a single neutral arbitrator. The Parties may pursue all claims and remedies available under this Agreement in the arbitration. This agreement to arbitrate all disputes includes claims arising before this Agreement, such as claims related to statements about our products and services. You and Sunpro grant the arbitrator the exclusive authority to resolve any dispute related to the interpretation, applicability, or enforceability of these terms or formation of this Agreement, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable. The arbitrator has authority to allocate all or part of the costs of the arbitration, including the fees of the arbitrator, filings fees, expert witness fees, costs, expenses, and attorneys' fees to the prevailing party. Attorneys' fees awarded to Sunpro for collection of any amounts due shall not exceed 20% of the amounts awarded to Sunpro. The arbitrator's decision will be final and may be entered and enforced in any court having jurisdiction.



6.3. The arbitrator shall have the authority to award any legal or equitable relief that a court could order or grant under this Agreement. However, the arbitrator will not have authority to make any ruling or award applicable to any claimant other than you or any transaction other than yours. Sunpro and you further agree that all claims and disputes will be brought only on an individual basis, and the Parties waive the right to bring or participate in a class action, PRIVATE ATTORNEY GENERAL, or representative action. The arbitrator has no authority to consider or resolve any claim or dispute, or issue any relief on a class, collective, or representative basis, unless the arbitrator obtains express consent from all parties. You may also bring individual disputes in small claims court.

YOU HEREBY ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE AND ANY ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO BRING AN ACTION IN COURT OTHER THAN CLAIMS BROUGHT IN SMALL CLAIMS COURT, AND YOU ARE AGREEING TO ARBITRATE ON AN INDIVIDUAL BASIS AND NOT AS PART OF A CLASS.

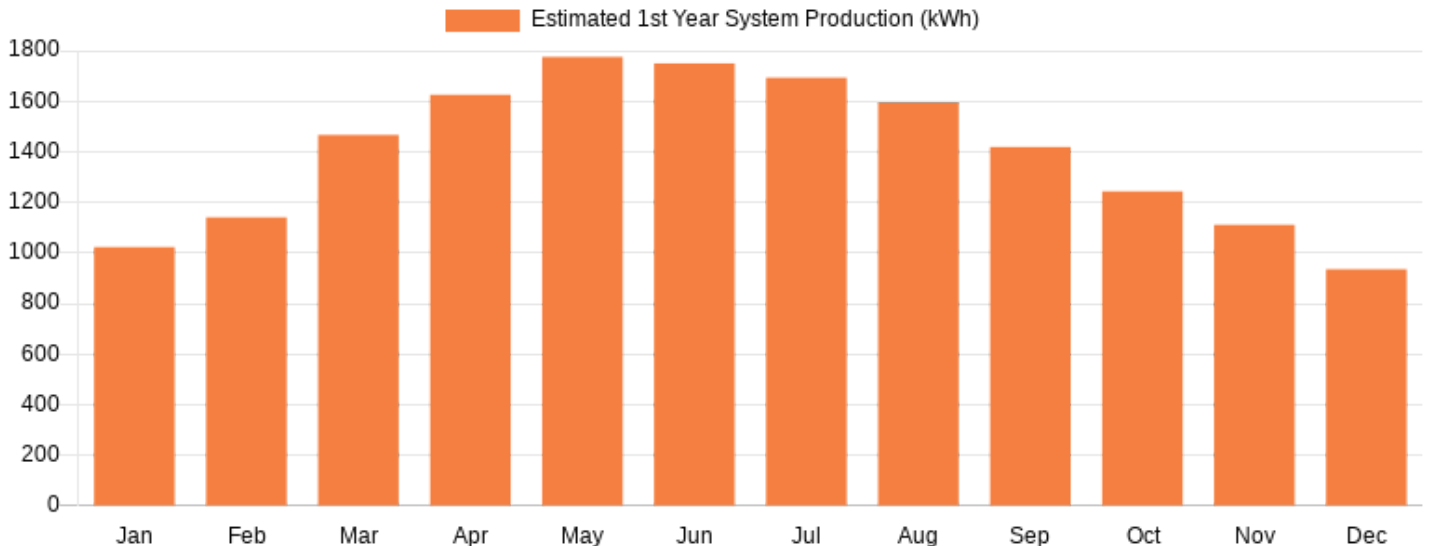
6.4. You can obtain more information about arbitration and the AAA Rules by calling any AAA office, or online at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879.

Agreed and accepted by:  (Customer Initials)

7. **Addresses for Notices:** Any notices provided to Customer under this Agreement shall be sent to the Installation Location and the Customer’s email address indicated at the top of this Agreement. Any notices to Sunpro under this Agreement shall be sent to: Marc Jones Construction, LLC d/b/a Sunpro, ATTN: Customer Service, 22171 M.C.H. Rd., Mandeville, LA 70471.

8. **Severability:** In case any one or more of the provisions contained in this Agreement or any other documents referred to herein or executed in connection with this Agreement or otherwise should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and therein shall not in any way be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar to such provision as is possible to be legal, valid, and enforceable.

9. **SUNPRO’S 25-YEAR POWER PRODUCTION GUARANTEE (“PPG”)**





- 9.1. These production numbers reflect a system with present shading considered. These numbers could change if shading from surrounding obstructions including, but not limited to, trees, roof obstructions, etc. occurs. To achieve the numbers reflected in this document ( See 2.1 ), shading factors need to be similar to present shading conditions.
- 9.2. Obstructions like vents, heat stacks, etc will cause shading on panels at certain points of the day resulting in minor production loss (issue isolated to panels near obstructions only).
- 9.3. The solar energy production provided here is only an estimate and does not account for any pre-existing shade issues. The final solar energy production guarantee will be issued after the job is complete and based on the shade measurements conducted at the day of installation.
- 9.4. During the PPG Term, for every 12-month period beginning 36 months after the Operational Date (each a "PPG Year"), Sunpro guarantees that the System will generate at least 95% of the annual estimated production for that PPG Year, after accounting for degradation at the rate of 0.33% per year (the "Guaranteed Annual Production").
- 9.5. If the System does not produce the Guaranteed Annual Production for any PPG Year, and you notify us of your request for a review within two years of the end of that PPG Year, Sunpro will pay you \$0.10 per kWh ("PPG Rate") of the difference between your System's Actual Production and the Guaranteed Annual Production for that PPG Year.
- 9.6. "Actual Production" means the amount of electricity produced by your System. To calculate the Actual Production, we will use the data provided by the monitoring system we installed with your System or if such data is not available, we will estimate the Actual Production by commercially reasonable methods. "Effective Utility Rate" means the average rate per kWh you paid to your electric company during the PPG Year.
- 9.7. For example, if your Guaranteed Production for a PPG Year is 10,000 kWh, but your Actual Production for that PPG Year is only 9,000, we would multiply your PPG Rate (\$0.10/kWh) by the amount of the shortfall (1,000), which equals \$100.
- 9.8. Overproduction. Sunpro does not charge you for any energy your System generates in excess of the Guaranteed Production, and any such overproduction may be credited against future underproduction.
10. **Governing Law and Venue:** This Agreement shall be governed by the law of the state in which the Property is located, and venue shall be the county/parish where the Property is located.
11. **Notice of Right to Cancel:** You have the right to cancel this Agreement at any time prior to midnight of the third business day after the Agreement Date. Please review the attached notices of cancellation for an explanation of this right.
12. **No Tax Advice:** Sunpro makes no representation about and takes no position on the tax consequences of this Agreement or the installation of the System. A dispute regarding the tax implications of this Agreement or the System shall not affect the validity of the Agreement. Customer has had an opportunity to discuss the potential tax consequences with their own counsel or tax advisor.



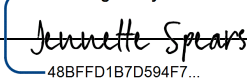
- 13. **Entire Agreement:** This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.
- 14. **Successors:** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, purchasers, and representatives.

LIST OF DOCUMENTS ATTACHED AND INCORPORATED INTO THIS AGREEMENT

- Attachment 1 – Terms & Conditions
- Attachment 2 – Limited Warranty
- Attachment 3 – Notice of Cancellation Forms
- Attachment 4 – Legal Notices

NOTICE TO OWNER: Do not sign this contract if blank. You are entitled to a copy of the contract at the time you sign.

**Customer:**

Signature: \_\_\_\_\_ 

Name: Jennette Spears

Date: 8/10/2021

**Customer:**

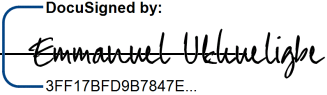
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor:**

**Marc Jones Construction, LLC d/b/a Sunpro**

Signature: \_\_\_\_\_ 

Name: Emmanuel Ukhueligbe

Title: Solar Energy Specialist

Date: 8/9/2021



## Attachment 1

### Terms & Conditions

The Parties agree these General Terms & Conditions are incorporated into the Agreement as though they were set forth fully therein. Capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Agreement.

1. Permits & Authorizations: Sunpro will obtain any necessary basic building and electrical Permits at Sunpro's cost. Customer is responsible for obtaining any other permits or authorizations, including homeowners' associations and planning, zoning, architectural, or historical preservation commissions. Sunpro is not responsible for any delays caused by permitting authorities, utilities, or regulators. Any deadlines, including those in Sec. 3 of the Agreement, shall be automatically extended to compensate for any delays caused by permitting authorities, utilities, regulators, or other third-parties not reasonably within the control of Sunpro.
2. Site Design: The Materials, Components, Estimated 1st Year Production, and PPG are estimates based on the preliminary design of your System contained in Section 2.1. Sunpro may perform additional reviews of the Site Design, including site visits to the Property to verify feasibility of the System design. You will have the opportunity to review and approve any revision to the Site Design. If you do not request any changes to the Site Design in writing within three (3) business days of your receipt, it will be deemed accepted and Sunpro will begin requesting and obtaining permits based on the Site Design. If you request a new design after Sunpro has requested, applied for, or received permits or other authorizations based upon an approved or deemed approved Site Design, you will be responsible and separately invoiced for any costs associated with requests or applications for new or revised permits or other authorizations necessitated by the change in design.
3. Property Conditions: You are responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System, including any Customer Preparations. You agree that Sunpro is not responsible for any known or unknown Property conditions. The Contract Price assumes that existing roofing materials and structural supports will be adequate to carry the load of all equipment to be installed and work to be done under this Agreement. If any modification of roofing materials and/or reinforcement of existing structural supports is required, Sunpro will be entitled to a change order providing an addition to the Contract Price and an extension of the completion date. Roofing leaks or compromised roof decking/materials that are not identified during the design phase may become apparent during installation. If these conditions are discovered, Sunpro will notify Customer immediately to address the issue. Sunpro will not have any obligation to make any repairs or perform any work necessary to make the Property feasible for installation of the System unless the Parties execute a mutually agreeable change order.
4. Existing Electrical Conditions: Sunpro is not responsible for and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices. You will provide 110-volt electrical power from the existing distribution system on the Property for hand-held portable power tools at no cost to Sunpro.



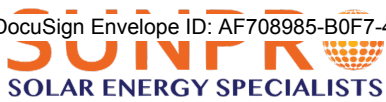


5. Exclusions from Scope of Work; Change Orders:

- 5.1. The Work to be performed by Sunpro specifically excludes installation of critter guards, roof repair or support, trenching, removal or disposal of hazardous waste not placed there by us, removal or replacement of rot, rust, or insect infested structures, errors by Customer or other contractors not under our control, obtaining approval by homeowners' associations, city planning commissions, or zoning boards, tree trimming, removal, or relocation, trimming of landscape materials, structural, cosmetic, or electrical work except as provided in the Work, and relocation or installation of water, gas, sewer, electric, or communication lines. Extra work and change orders become part of the Agreement once the order is prepared in writing and signed by the Parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the order will have on the schedule of progress payments.
- 5.2. You may not require Sunpro to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. A change order is not enforceable against you unless the scope of the work, the amount to be added or subtracted from the Agreement, and the effect on the progress payments and the completion date are stated in a written document before commencement of the changed work.
- 5.3. Sunpro's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable

remedies designed to prevent unjust enrichment.

6. Net Metering & Utility Cost Savings: Sunpro provides you with a 25-Year Power Production Guarantee in Sec. 7 of the Agreement. Savings may vary based on home location, home age and construction, system size, incentive and rebate programs, net metering policies, your changing energy consumption, utility rates, and fuel costs. Net metering and other utility or solar policies may change at any time. You are responsible for knowing and understanding the net metering, avoided cost, or other programs offered by your utility regarding excess electricity generated by your System. **While we design our systems to save money over the long term and offset all or most of your current electricity consumption, and the PPG guarantees the System's production for 25 years, Sunpro does not guarantee savings or that your utility bill will be reduced to \$0.00.** Agreed and accepted by: JS (Customer Initials)
7. Customer Responsibilities: Customer shall take all reasonable measures to prevent overshadowing or other interference with the operation and production of the System. Customer must also provide a safe worksite with access to electrical power and water. Customer must execute a change order, mutually agreeable to Sunpro, at Sunpro's current normal rates for such work and materials, before Customer may require Sunpro to perform any additional or extra work beyond the scope of the Work. Customer shall assist Sunpro in responding to requests for information from any permit-issuing authority, and government body or agency or as otherwise needed to perform the Work, and any requests by any third-party finance



company or other lender used by you to provide funds for the Contract Price or any other charges or fees owed by you to us. Customer is solely responsible for securing financing and shall be ultimately responsible for payment of the Contract Price upon completion of installation.

8. Batteries: An energy storage device ("Battery") incorporated into the System is intended to draw 100% of its charge from the solar array. The Battery can provide backup power only to a selected set of essential circuits, and may not power your entire Property. Loads powered by the Battery, and the length of time the loads can be powered, are dependent upon the charge of the Battery at the time of a grid outage, the maximum discharge rate of the inverter, and the Battery discharge programmed settings as determined by the Customer. Customer will need to self-manage their consumption patterns and load for both back-up and self-consumption applications.

9. Incentives, Rebates, & Tax Credits:

9.1 You may qualify for tax credits, rebates, or other incentives related to your System ("Incentives") offered by federal, state, or local governments, your utility provider, or others. Sunpro does not own or control any Incentives related to your System, and Sunpro makes no representation, warranty, or guarantee about the nature, existence, or availability of any Incentive or that you will qualify for any Incentive. You are solely responsible for completing and submitting any paperwork or information required to obtain any Incentive. We agree to provide you with reasonable support and documentation required for you to apply for Incentives. Agreed and accepted by: :

JS  
-----  
(Customer Initials)

10. Property Access

10.1. You hereby grant to Sunpro and its employees, agents, and contractors the right to reasonably access all of the Property as necessary between 7am and 6pm, Monday through Friday, for the purposes of (a) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (b) installing, using and maintaining electric lines and inverters and meters necessary to interconnect the System to your existing electrical system at the Property and/or to the utility's electric distribution system; and (c) taking any other action reasonably necessary (including space needed for job trailer and temporary restroom facility) in connection with the construction, installation, operation, maintenance, removal, or repair of the System.

10.2. In the event Customer authorizes Sunpro's access to the Property through adjacent properties to complete the System, Customer is required to obtain written permission from the owner(s) of the adjacent properties for such use, and Customer agrees to be solely responsible and to defend, indemnify, and hold Sunpro harmless from any and all forms of liability that may arise out of or relate to such use, including but not limited to encroachment or interference thereby upon the property, easements, or rights of any third parties.

11. Right to Monitor: Customer agrees to allow Sunpro the right to monitor Customer's electricity consumption and system production and grants permission to view and access such data. To improve our systems and services to you and facilitate the service of your system, Sunpro may collect certain data regarding the performance, usage of electricity as well as the operation and condition of your system. Sunpro may also receive information about you from other sources, such as equipment manufacturers and utility companies.



Sunpro will not share your data with third parties except to the extent necessary to fulfill obligations under this Agreement or in an anonymized or aggregated format.

12. Title and Risk of Loss: All materials delivered to the Property, regardless of whether actually incorporated into the System, are and will remain the property of Sunpro until such time as Customer has paid Sunpro in full for such materials. Title to the System shall transfer to you after Sunpro completes installation of the System and you make final payment. Notwithstanding the foregoing, after delivery of the System equipment and materials to your Property, other than damage directly resulting from Sunpro's negligent actions or omissions or willful misconduct, you bear risk of loss to the System for all causes of loss not covered by the Limited Warranty (as set forth in Attachment 2). Sunpro retains all Sunpro-owned intellectual property rights on any of the equipment installed in your System including, without limitation, patents, copyrights, trademarks, and any data generated by Sunpro's monitoring system.
13. Cancellation Fees: Customer agrees and acknowledges that Sunpro incurs costs and expenses preparing to perform the Work and acquire the Materials and Components after this Agreement is signed. If Customer cancels this Agreement after the 3-day right to cancel (or 15-day right to cancel if you are age 65 or older), except for cancellations pursuant to Section 4 above, Customer agrees to pay to Sunpro, as liquidated damages and not a fee, either a) \$3,000 or b) 10% of the Contract Price, whichever is less, within 7 business days of providing Sunpro with notice of Customer's decision to terminate this Agreement. Customer agrees that this amount is reasonable in the light of the anticipated or actual harm caused by the termination, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Customer may not terminate this agreement, except as provided by Section 4 above, after any Materials have been installed on the Property.
14. Termination and Default: Sunpro may, upon ten (10) days written notice to Customer, terminate this Agreement for any material or non-material breach, for any failure of Customer to agree to an appropriate change order, for any failure of Customer to pay Sunpro any amount due, for any bankruptcy of Customer, or for any hindrance to Sunpro in the performance process.
15. Remedies Upon Customer's Breach: Without limiting any of Sunpro's other rights and remedies, upon any breach by Customer, including any failure of Customer to pay Sunpro any amount due, Sunpro shall have the right, to the fullest extent of the law, to: (a) pursue a stop work order at the Property; (b) stop any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (c) recover all amounts due under this Agreement for services provided through the date of termination including interest at the rate of 1.5% per month or the highest rate allowed by applicable law, whichever is less; (d) require you to return the System at your expense, and/or make the Property available to us to remove any System materials or equipment from the Property; (e) disconnect, turn off, or take back the System by legal process or self-help (if legally available), provided Sunpro does not disturb the peace or violate the law (you agree that Sunpro will have access to your Property and permission to enter your Property in order to disable and/or remove the System until such time as Sunpro is paid in full and title to the System passes to you); (f) report such non-operational status of the System to your utility, informing them that you are no longer net metering; (g) charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after it is disconnected or turned off due to your default; and (h) any other legal remedies including, without limitation, mechanics liens.



16. Lien Releases: If a lien should be placed on your Property, upon satisfactory payment for any portion of the work performed, Sunpro shall, prior to any further payment being made by Customer, furnish to Customer a full and unconditional release from any potential lien claimant claim or mechanics' lien authorized pursuant to relevant law for that portion of the work for which payment has been made by Customer.
17. Insurance: Sunpro carries commercial general liability or similar insurance and carries workers' compensation insurance for all employees.
18. Indemnification: Each party agrees to indemnify, defend, and hold harmless the other party and its employees, officers, directors, agents, and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands, and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party will be required to indemnify the other party for such other party's own negligence, willful misconduct, or fraud.
19. Exercise of Reasonable Care: Sunpro will exercise reasonable care not to damage your Property during installation of the System. In the event of damage to the Property due to Sunpro's installation of the System, Sunpro agrees to make reasonable efforts to repair such damage at Sunpro's cost.
20. Limited Warranty
  - 20.1. SEE LIMITED WARRANTY IN ATTACHMENT 2 TO THE AGREEMENT.
  - 20.2. UPON RECEIPT OF PAYMENT IN FULL UNDER THIS AGREEMENT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF

EQUIPMENT USED IN THE SYSTEM WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT SUNPRO HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU. SUNPRO SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S (FOR WHOM SUNPRO IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD.

21. Limitation of Liability

21.1. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. BOTH PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION (a) PHYSICAL OR MENTAL PAIN AND SUFFERING OR EMOTIONAL DISTRESS DAMAGES; (b) COSTS OF TEMPORARY SHELTER, TRANSPORTATION, FOOD, MOVING, STORAGE, OR SIMILAR INCIDENTAL DAMAGES OR EXPENSES; (c) LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF FAIR MARKET VALUE, LOSS OF RENTAL VALUE, LOSS OF FINANCING, OR SIMILAR LOSS OF ECONOMIC OPPORTUNITY; OR (d) LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR REPUTATION.

21.2. Except for damages arising out of misappropriation of either Party's intellectual property, in no event will either party's liability under this Agreement or in connection with the System,



exceed the Contract Price of this Agreement, including, without limitation, damages to your Property during the performance of the System or resulting from the System. Customer agrees to provide Sunpro with written notice of any claims arising out of this Agreement and/or the System prior to making final payment and any claims not made at or before such time will be deemed waived by Customer making final payment.

22. Existing Roof Warranty Disclaimer

Your roof may be subject to an existing warranty. Installation of your System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our work voids your roofing warranty, and your signature to this Agreement shall confirm you understand this provision. Before installation, you should check with the roofer or builder concerning any impact your System will have on a roof warranty.

23. Limitations of Use

23.1. YOUR SYSTEM, WITHOUT THE ADDITION OF AN INCORPORATED BATTERY IS NOT INTENDED FOR USE DURING A UTILITY GRID OUTAGE AND WILL SHUT DOWN UNDER THIS CIRCUMSTANCE.

23.2. YOUR SYSTEM IS NOT INTENDED FOR USE AS PRIMARY OR BACK-UP POWER SOURCE FOR LIFE-SUPPORT, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC DAMAGE. SUNPRO DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF YOUR USE OF YOUR SYSTEM USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF

SUNPRO'S SERVICE OR REFUSAL TO SERVICE YOUR SYSTEM IN SUCH CIRCUMSTANCES.

23.3. ANY BATTERY INCORPORATED IN YOUR SYSTEM IS INTENDED TO BE CHARGED BY THE SYSTEM AND DISCHARGED FOR SELF-CONSUMPTION PURPOSES ONLY. A BATTERY IS NOT INTENDED FOR DISCHARGE BACK TO THE UTILITY GRID.

23.4. SUNPRO ASSUMES NO LIABILITY FOR THE TECHNICAL LIMITATIONS OF ANY INCORPORATED BATTERY, THE PROGRAMMING OF THE BATTERY OR INVERTERS, THE LOADS POWERED BY BATTERY, OR THE LENGTH OF TIME THOSE LOADS CAN BE POWERED BY BATTERY. CUSTOMER MUST MANAGE THEIR CONSUMPTION PATTERNS AND LOAD FOR BOTH BACK-UP AND SELF-CONSUMPTION APPLICATIONS OF INCORPORATED BATTERIES.

24. Photography: You agree that Sunpro has the right to obtain photographic images of your Solar System and your home, and to use such photographic images for internal and quality control purposes. Sunpro may use photographic images of your Solar System or your home in its marketing and promotional materials.

**TERMS & CONDITIONS  
ACKNOWLEDGEMENT**

**Customer Signature:**

DocuSigned by:  
  
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## **Attachment 2 – Limited Warranties and Additional Terms & Conditions for the PPG and Batteries**

The Parties agree this Limited Warranty is incorporated into the Agreement as though it was set forth fully therein. Capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Agreement. **This warranty gives You specific legal rights, and you may also have other rights which vary from State to State.**

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS OF THE LIMITED WARRANTIES COVERING THE SYSTEM INSTALLED AT YOUR PROPERTY PURSUANT TO THE AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND MARC JONES CONSTRUCTION, LLC. DBA SUNPRO (“SUNPRO”).

**UPON THE EXPIRATION OF THE LIMITED WARRANTIES, SUNPRO DISCLAIMS, AND YOU WAIVE, ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.**

**Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.**

**IN NO EVENT SHALL SUNPRO BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION (a) PHYSICAL OR MENTAL PAIN AND SUFFERING OR EMOTIONAL DISTRESS DAMAGES; (b) COSTS OF TEMPORARY SHELTER, TRANSPORTATION, FOOD, MOVING, STORAGE, OR SIMILAR INCIDENTAL DAMAGES OR EXPENSES; (c) LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF FAIR MARKET VALUE, LOSS OF RENTAL VALUE, LOSS OF FINANCING, OR SIMILAR LOSS OF ECONOMIC OPPORTUNITY; OR (d) LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR REPUTATION.**

**Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

### **Our Limited Warranties**

Subject to certain limitations stated below, we provide the following non-transferrable warranties (collectively, the “Limited Warranties”) for your System and our work installing it:

**25-Year Limited Workmanship Warranty (“Workmanship Warranty”)**: Sunpro warrants that the System will be installed in a good and workmanlike manner according to the reasonable standards of care and diligence generally practiced by solar installation companies when installing residential photovoltaic systems of a similar size and type as the System in the geographic region where the Property is located and pursuant to the manufacturer’s instruction, applicable law, and requirements of the local permitting and inspection authorities and your utility.

**10-Year Limited Roofing Penetration Warranty (“Roof Penetration Warranty”)**: If you are in compliance with all your obligations under the Agreement, for a period of 10 years beginning on the Operational Date, Sunpro warrants your roof against water infiltration at each roofing penetration made by Sunpro in connection with the installation of



the System and the surrounding area within a three (3) inch radius of each such penetration (collectively, the "Covered Roof Areas"). Sunpro will repair damage to your roof caused by Sunpro and repair or compensate you for actual physical damage to your property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas.

**Manufacturer's Warranties for Products and Materials ("Manufacturer's Warranties"):** The major components of your System – panels, inverters, racking and mounting system, and monitoring device – all have Manufacturer's Warranties. Following installation of the System, Sunpro will provide you with copies of all relevant Manufacturer's Warranties for the components of your System.

### **Exclusions from Warranties**

The Limited Warranties and the PPG do not apply to any lost power production, damage, repair, replacement, or corrective action required due to any of the following:

1. Work performed or any materials used by anyone other than Sunpro or its approved service providers, including removal, repair, replacement, or re-installation of any portion of the System for any reason;
2. Destruction or damage to the System or any Battery, or its ability to safely produce or store power that is not caused by Sunpro or its approved service providers in the course of performing its obligations under this Agreement, including any damage that is the result of natural disasters, ball strikes, or the actions of persons not within Sunpro's reasonable control;
3. Your failure to perform or breach of your obligations under the Agreement, including your failure or inability to allow us access to the System, or your failure to notify us of any concerns regarding the System;
4. Your negligence or failure to properly operate or maintain the System or to take appropriate action to minimize any damage as soon as reasonably practicable, including any failure to clean the System as needed and according to manufacturer's instructions;
5. Any shading that was not present on the Agreement date, including foliage or trees, buildings, or roof fixtures;
6. Customer's failure to perform, or breach of, your obligations under this Agreement, including but not limited to any failure to report system damage or failure, not cooperating with us or any third party to assist in the assessment of or repairs to the System, or failure to properly operate the System in accordance with the owner's manual or manufacturer's instructions;
7. Ordinary wear and tear, including cosmetic defects;
8. Power or voltage surges caused by someone other than Sunpro or its service providers, including a grid event;
9. Theft, removal, or disabling of the System or the production monitoring device;
10. Damage resulting from mold, fungus, and other organic pathogens;



11. Shrinking/cracking of grout and caulking;
12. Fading of paints and finishes exposed to sunlight; in particular, Sunpro is not responsible for ensuring repaired or replaced shingles or other roofing materials match other sections of the roof that have become discolored or faded;
13. Pre-existing and/or underlying failures of the roof;
14. Earthquake, fire, flood, hail, or other acts of God;
15. Any damages covered by your homeowner's insurance policy or any other insurance policy;
16. Damages resulting from condition of the Property;
17. Damage from pests or rodents;
18. Snow covering or a snow load damaging the System;
19. Any claims that you do not provide written notification of to Sunpro within 30 days of you discovering the basis for the claim.

#### **Circumstances that will Void the Limited Warranties**

In addition to the limitations and exclusions set forth above, the Limited Warranties and the PPG provided in this Agreement will be void and will not apply to repairs, improvements, corrections, or replacements of the System required by, or reduced or lost electricity production resulting from, any of the following:

1. Your gross negligence or your intentional damage to the System;
2. Your breach of or failure to perform your obligations under the Agreement and/or this Warranty;
3. Any actual or attempted installation, repair, alteration, replacement, movement, change or modification to the System made by anyone other than Sunpro or without Sunpro's prior written consent; or Shading due to foliage or other obstacles that shade the System in an amount greater than the System's location was shaded on the Initial Production Date;
4. Improper use or operation;
5. Any violation of a Manufacturer's Warranty;
6. Energizing your System without utility's prior written consent to operate and Sunpro's express, written consent.





### **Additional PPG Terms and Conditions**

In addition to the above, the PPG requires that you have and maintain active electrical service and internet connection. If at any time Sunpro is unable to monitor the System remotely for any period, Actual Production will be estimated by Sunpro. Additionally, Actual Production will be adjusted to include electricity that Sunpro estimates would have been produced during any periods of time when the System is shut down or producing less power due to a transmission grid failure, at your request, or due to your failure to perform any of your obligations under the Agreement.

The PPG shall not apply to any production issues that arise from:

1. Shading from foliage that is new growth or is not kept trimmed to its appearance as of the date the System was installed or shading from structures built or modified after the System was installed;
2. Shading from materials covering the System, including but not limited to snow coverage, dust, debris, leaves;
3. Accidents, alterations, or damage to the System (for example, golf ball strikes or fallen tree limbs);
4. Grid failures, grid events, or other utility interruptions that disable or interfere with the normal operation of the System;
5. You causing or requesting the System to be removed, moved, shut down, altered, or to generate less electricity;
6. Manufacturer's defects, damages, performance issues, reporting issues, or any other condition that you do not promptly notify us of in writing within 30 days of the date you first become aware of the circumstances giving rise to such issues;
7. Any of the items included in the statement of exclusions from the Limited Warranties or circumstances that will void the Limited Warranties above.

You agree to notify Sunpro immediately if the electricity at your Property or your internet connection will not be available for more than forty-eight (48) hours. If you fail to provide the electricity or internet connection described above for any period of time, Sunpro may estimate the power produced by the System using reasonable means. IF YOU FAIL TO PROVIDE THE ELECTRICITY OR INTERNET CONNECTION DESCRIBED ABOVE FOR A PERIOD LONGER THAN THIRTY (30) DAYS, THIS PPG WILL AUTOMATICALLY TERMINATE AND SUNPRO WILL NO LONGER PROVIDE YOU WITH THE POWER PRODUCTION GUARANTEE.

If the System performs better than the PPG (i.e., the System's Actual Production is greater than the Guaranteed Annual Production during the PPG Term) then this surplus energy is yours at no additional cost.

### **Additional Terms & Conditions for Batteries**

Having an incorporated Battery as part of your System will not affect the PPG. A Battery incorporated into the System is designed to draw its charge from the System, simply storing the energy produced by the System for discharge according to its programming.

### **Contacting Sunpro with Questions or to Submit a Claim**

To ask a question regarding the Limited Warranties, you may call Sunpro at 866-450-1012 during normal business hours.



To submit a claim or provide any other notice under the Limited Warranties or the PPG, you must send us the request in writing, certified or registered first-class mail, post prepaid, with a return receipt requested, or a reputable courier service requiring signature for receipt, at the following address:

Sunpro Solar  
Attn. Warranty Claims  
22171 MCH Road  
Mandeville, LA 70471

To notify you under a Limited Warranty or PPG, Sunpro may send you a notice in writing in the manner described above, to the email or mailing address provided in the Agreement or any subsequent contact information that you provide under the Agreement. The parties agree that any emailed document shall be deemed an original document.

### **Claim Process**

If Sunpro receives a claim under a Limited Warranty or PPG from you, Sunpro will review your claim and notify you within fifteen (15) business days whether your claim is covered. If Sunpro cannot make this determination without inspecting the System, Sunpro will send our employee, contractor, or agent to your Property within fifteen (15) business days of the date Sunpro receives your claim, and Sunpro will then notify you within ten (10) business days of the visit as to whether your claim is covered by a Limited Warranty or the PPG.

If your claim is covered by a Limited Warranty or the PPG, Sunpro will either pay you the required amounts under the PPG or make the repair or replacement under the Limited Warranty within a reasonable period of time, at no cost to you. Sunpro may use new or reconditioned parts to make repairs. Sunpro will use commercially reasonable efforts to replace parts with the same type of equipment but may substitute materials or types of equipment if necessary. Any equipment substitution will not change our PPG obligations. Additionally, at Sunpro's option (but at no additional cost to you), Sunpro may elect to make cosmetic repairs that are not covered by the Limited Warranty or to upgrade or add to any part of the System to ensure that it performs according to the PPG.

If your claim is not covered by a Limited Warranty, you may request that Sunpro make the repair or replacement at your cost and expense. Sunpro will send a representative to your Property to provide you with a price quote for the requested services. You may then elect whether to have Sunpro provide the requested services at the quoted price. The price quote will be based on standard pricing terms that are on a time and materials basis.

### **Selling Your Property or Moving the System, Including for Renovations or Repairs**

The PPG and the Limited Warranties (except, as applicable, any Manufacturer Warranties with different provisions) are non-transferrable except to the extent required by law.

The System may only be moved by Sunpro, and only in order to permit you to renovate or repair the Property at your request and your expense. Sunpro will send a representative to your Property to provide you with a price quote for moving the System. You may then elect whether to have Sunpro move the System at the quoted price. The price quote will be based on standard pricing terms that are on a time and materials basis. ANY MOVEMENT, CHANGE, ALTERATION, OR OTHER MODIFICATION OF THE SYSTEM BY ANYONE OTHER THAN SUNPRO WITHOUT SUNPRO'S PRIOR WRITTEN CONSENT WILL AUTOMATICALLY VOID BOTH THE LIMITED WARRANTY AND THE PPG.

### **LIMITED WARRANTIES AND ADDITIONAL TERMS & CONDITIONS ACKNOWLEDGEMENT**

**Customer Signature:**

DocuSigned by:  
  
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### ATTACHMENT 3

## NOTICE OF CANCELLATION (Customer Copy)

Agreement Date: 8/10/2021

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date or, if you are 65 years of age or older, you may cancel this Agreement within fifteen (15) business days after the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to

Marc Jones Construction LLC dba Sunpro Solar  
ATTN: Customer Service  
22171 MCH Road  
Mandeville,  
LA 70471

no later than midnight of the third day following the Agreement Date.

I hereby cancel this transaction. \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Customer's Signature)



### ATTACHMENT 3

### NOTICE OF CANCELLATION (Sunpro Copy)

Agreement Date: 8/10/2021

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date or, if you are 65 years of age or older, you may cancel this Agreement within fifteen (15) business days after the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to

Marc Jones Construction LLC dba Sunpro Solar  
22171 MCH Road  
Mandeville, LA 70471

no later than midnight of the third day following the Agreement Date.

I hereby cancel this transaction. \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Customer's Signature)



## **ATTACHMENT 4 – NORTH CAROLINA LEGAL NOTICES**

NOTICE TO OWNER: Do not sign this contract if blank. You are entitled to a copy of the contract at the time you sign.

**SEIA® SOLAR PURCHASE DISCLOSURE**

This disclosure is designed to help you understand the key terms of your purchase of a solar electric system ("System"). It is not a substitute for your purchase contract ("Contract"), loan or any other documents associated with this transaction. Information presented below is subject to the terms of your Contract.

**Read all documents carefully so you fully understand the transaction**

For more information on becoming a smart solar consumer please visit [www.seia.org/consumers](http://www.seia.org/consumers).

To better understand the cost of the electricity produced by your System, please refer to the separate form, *SEIA® Solar Purchase Disclosure Addendum - Estimated Cost Per kWh*.

**PROVIDER:**

**Address:**  
Marc Jones Construction LLC DBA  
Sunpro  
22171 MCH Road  
Mandeville, LA 70471

**Tel.:** 985-882-7200  
**License # (if applicable):** 81871/U.32923  
**Email:** info@gosunpro.com

**INSTALLER:**

**Address:**  
Marc Jones Construction LLC DBA Sunpro  
22171 MCH Road  
Mandeville, LA 70471

**Tel.:** 985-882-7200  
**State/County Contractor License #:**  
81871/U.32923  
**Email:** info@gosunpro.com

**WARRANTY/MAINTENANCE PROVIDER:**

**(If Different from Installer/Provider):**

**Address:**

**Tel.:**  
**License # (if applicable)**  
**Email:**

**CUSTOMER: Jennette Spears**

**Customer ID:**  
**System Installation Address:** 864 Old Stage Rd S, Erwin, NC 28339  
**Customer Mailing Address:** 864 Old Stage Rd S, Erwin, NC 28339  
**Email:** spearsjennette5@gmail.com  
**Contract Date:** 8/10/2021

**\*NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE A SOLAR ELECTRICITY GENERATING SYSTEM. YOU WILL OWN (NOT LEASE) THE SYSTEM INSTALLED ON YOUR PROPERTY.**

**Purchase Price (A)**

Your purchase price:  
\$69,767  
List of any credits, incentives or rebates included in the above purchase price:

**\*NOTE:** Not everyone is eligible for such incentives or can fully use them. Consult your tax professional or legal professional for further information.

**Payment Schedule (B)**

Amount you owe Provider at Contract signing:  
\$ 0

Amount you owe Provider at the commencement of installation: \$ 0

Amount you owe Provider at the completion of installation: \$ 0

You will make a final payment to Provider at the following time (e.g. interconnection):

PER LOAN TERMS  
and for the following amount: \$69,767

**Financing (C)**

Your System:  
 **WILL** be financed  
 **WILL NOT** be financed; or  
 Financing of System **UNKNOWN** to Provider

NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. **This statement does not contain the terms of your financing agreement.** If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.

**Installation Timing (D)**

Approximate Start Date: 30 days from the date the Agreement is signed or \_\_\_\_\_ (date).

Approximate Completion Date: 120 days from the date of the Agreement is signed or \_\_\_\_\_ (date).

**Interconnection Approval (E)**

**YOU** are or  **PROVIDER** is responsible for submitting a System interconnection application.

**Site & Design Assumptions for your Purchase (F)**

- The estimated size of your System is: 12.75 kW DC
- Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 16,775
- Estimated annual electricity production decrease due to natural aging of the System: 0.33%
- System location on your property: Ground Mount
- Connectivity: The System  **WILL**  **WILL NOT** be connected to the electric grid.
- At the time of installation, your local utility  **WILL**  **WILL NOT** credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.

**System Maintenance & Repairs (G)**

"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance  **IS**  **IS NOT** included for \_\_\_\_\_ years from \_\_\_\_\_ (e.g. Provider, Installer, Other).

You are required to perform the following System maintenance:

SEE OWNER'S MANUAL

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs  **ARE**  **ARE NOT** provided by the MATERIALS MANUFACTURER (e.g. Provider, Installer, Other).

If System repairs **ARE** included, the coverage periods for each **hardware component** of your System (in years) are:

SEE MANUFACTURER WARRANTY

If System repairs **ARE** included, the coverage periods for the **labor/workmanship** for each component of your System (in years) are:

25 YEAR LIMITED WORKMANSHIP WARRANTY PROVIDED BY PROVIDER. SEE CONTRACT TERMS AND CONDITIONS FOR DETAILS

Please review your Contract for additional information about any warranties on the System installation and equipment. Note that equipment warranties for hardware are not required to include labor/workmanship. Your Contract may be assigned, sold or transferred by Provider without your consent to a third party that will be bound to all the terms of the Contract. If such a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.

**Roof Warranty (H)**

Your roof  **IS**  **IS NOT** warranted against leaks from the System installation for 10 years by PROVIDER (e.g. Provider, Installer, Other).

**Performance or Production Guarantee (I)**

Provider is providing you with a:

- Performance guarantee for \_\_\_\_\_ years
- Production guarantee for 25 years
- No guarantee of performance or production

Underperformance or underproduction will be remedied as follows:

SEE POWER PRODUCTION GUARANTEE IN CONTRACT

**Taxes (J)**

You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability that may result from entering the Contract.

**Utility and Electricity Usage/Savings Assumptions (K)**

Provider  **HAS**  **HAS NOT** given you a financial savings estimate based on your purchase.

If provided, the savings estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use

Such savings estimate **assumes**:

- Your System will last 25 years
- A current estimated utility electricity rate of 0.123 [cost per kilowatt-hour] during the first year with estimated utility rate increases of 3.5% percent annually. Provider based these estimates on the following source(s):

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Homeowner's Description Of Utility Bills, US Department of Energy, Equipment Manufacturer(s)

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- If your local utility is providing you credit for excess electricity your System generates, that the utility will continue to credit you based on  **ESTIMATED FUTURE**  **CURRENT** utility electricity rates
- The following costs, expenses, rebates, incentives: \_\_\_\_\_

**NOTE:** It is important to understand that future utility electricity rates are estimates only. Your future utility rates and utility rate increases may vary.

Provider  **IS**  **IS NOT** guaranteeing these savings. If Provider is guaranteeing savings, underperformance will be compensated as follows:

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**Cooling Off Period/ Right to Cancel (M)**

In addition to any rights you have under state or local law, you  **HAVE**  **DO NOT HAVE** the right to terminate your Contract without penalty within three (3) business days of \_\_\_\_\_ by notifying Provider in writing at the above address.

**SEIA Solar Business Code (N)**

Provider  **DOES**  **DOES NOT** abide by and agree to be bound by the *SEIA Solar Business Code* and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit [www.seia.org/consumers](http://www.seia.org/consumers) or email SEIA at [consumer@seia.org](mailto:consumer@seia.org).

**Additional Disclosures or Terms (O)**

Actual utility rates may go up or down and actual savings may vary. For further information regarding rates, you may contact your local utility or the public regulation commission that regulates your utility provider. Tax and other state and federal incentives are subject to change.

Requirements to interconnect to the grid, which is required for your system to operate properly and for you to obtain any utility bill credits or incentives, are established by the rules of the public regulation commission or other governmental authority regulating your utility, and may be obtained from either the commission or your utility provider.

Battery systems, if purchased with your solar system, can provide backup power only to a selected set of essential circuits, and may not power your entire Property. Loads powered by the Battery, and the length of time the loads can be powered, are dependent upon the charge of the Battery at the time of a grid outage, the maximum discharge rate of the inverter, and the Battery discharge programmed settings as determined by the Customer. Customer will need to self-manage their consumption patterns and load for both back-up and self-consumption applications.

If you have purchased roofing services from Buildpro, the terms and conditions of that purchase are governed by a separate agreement.