


Charles Damanti		HOME PHONE
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CITY, STATE, ZIP		
Wake	Duke Energy Carolinas	UTILITY ACCOUNT#
COUNTY	UTILITY	Justin Parrish
		Home Storage Consultant Name
WIFI NETWORK NAME	WIFI PW (REQUIRED AT INSTALL)	

**Solar Integration:**  Yes  No If yes, provide details below Solar PV System Sold Separately  
 Solar Already Installed Yes  No Solar PV kW 9.13 Solar Panel Brand / Type REC 365

### Home Energy Storage System Summary

Battery Brand	System Size	Amperage Capability (Each Powerwall)
	5 kW/13.5 kWh per each Powerwall	up to 20.8 amps continuous up to 88 amps peak

#### CRITICAL LOAD DESIGN

Choose one:  Whole Home Energy Storage Solution\* *or a*  Partial Home Energy Storage Solution

If Partial Home Energy Storage Solution, please check Critical Load Circuits

- Kitchen incl. refrigerator, but excluding range  Stand-alone Freezer  Microwave (stand-alone circuit)  
 Garage Door  Master Bedroom  2<sup>nd</sup> Br  3<sup>rd</sup> Br  Other\* well pump

Whole Home Storage Solutions\* and Other\* requests are dependent upon review by Renu's Certified Tesla Installer team. By default, a partial home energy solution does NOT include power for an HVAC system. The exact electrical outlets and appliances on each Critical Load Circuit is constrained by your Home's existing electrical wiring; therefore, rewiring/reconfiguring/adding/removing specific electrical outlets and appliances associated to specific circuits in your electrical panel is out of scope and not included in this project price. Purchaser has responsibility for all costs related to a reliable Internet connection so that Tesla can send firmware updates to the installed Powerwall(s).

### Your System Includes the Following Components

Quantity	Item #	Component Description	Total (\$)
1	PWALL2	Tesla Powerwall 2 including Backup Gateway	\$ 19,400
<b>Total Price</b>			<b>\$ 19,400</b>

INCLUDES: all labor, equipment, materials, mounting hardware, permits, application fees, inspections and sales/use tax.

Payment Schedule	Initial Deposit	Progress #2
	\$ Due at contract signing	\$ Due upon Installation
Payment Method	Cash / Acc. Ending in : term	Cash / Acc. Ending in : term

SEE FOLLOWING PAGES FOR ADDITIONAL ITEMS

**ACCEPTANCE:** The above prices, specifications and conditions on following pages are satisfactory and hereby accepted. Renu is authorized to do the above work. Payment will be made as outlined above.

PRINT NAME dj damanti

SIGNATURE Charles C Damanti

DATE Sep 11, 2022

**RENU RECOMMENDS THAT YOU CONSULT A TAX ADVISOR REGARDING AVAILABILITY AND USE OF TAX CREDITS**

**RIGHT TO CANCEL:** You, the buyer, may cancel this transaction at any time *prior* to midnight of the 7th day after the date of this transaction.

PRINT RENU NAME \_\_\_\_\_

RENU SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



1. INTRODUCTION

This home energy storage system installation agreement ("Agreement") is the agreement between you (the "Purchaser") and RENU ENERGY SOLUTIONS, LLC (together with its successors and assigns, "Renу" or "we") covering the sale of the energy storage system (the "System" or "Powerwall") from Tesla ("Tesla" or the "Manufacturer") we will install at your home.

2. SCOPE OF WORK

- i. Renу will procure, install and integrate, in a good and workmanlike manner, the equipment described and purchased on page 1 of the Agreement so as to deliver an operable energy storage system.

3. CONSTRUCTION OBLIGATIONS

Renу Agrees to

- i. Schedule the installation of System at a mutually convenient date and time;
- ii. Notify you if the System design has to be materially changed so that you can review any such changes;
- iii. Clean up after ourselves during the construction of the System;
- iv. Install the system according to appropriate building and electrical code.

Purchaser ("You") Agree to:

- i. Prior to the end of the Cancellation period (See Section 13), consult with a professional tax advisor regarding the availability and use of tax credits.
- ii. Provide a WIFI Network Name as well as a WIFI Password so that an internet connection can be established at install between Tesla and Purchaser's Powerwall(s).
- iii. Reasonably cooperate with the scheduling of Installation & Inspection
- iv. Allow access to installation site which includes entry inside the home/property to complete required electrical work as well as access to parking of Renу vehicles.
- v. Notify your home insurance agent of your System installation so as to ensure your investment.

4. PURCHASER NOTIFICATIONS

- i. Purchaser is aware that the length of time that the energy storage system provides energy to run the critical design load depends on (1) actual consumption/use of equipment at time of battery usage (2) amount of solar power, if any, (which varies widely) energy produced by PV System and (3) time at which the energy storage system is utilized.
- ii. Battery Storage can only provide power to appliances run on electric power. Appliances that run on natural gas or propane cannot be supported by an energy storage system.
- iii. Each Powerwall can only support circuits with continuous amperage up to 20.8 amps and each Powerwall can only support Peak Amperage up to 106 amps.
- iv. To secure the full 10-year Manufacturer warranty for Powerwall, the Powerwall must be reliably connected to the internet to allow remote firmware upgrades from Tesla. If an internet connection is not established or is interrupted for an extended period, and Tesla is unable to contact you (the purchaser) the Manufacturer warranty may be limited to 4 years. Internet charges and Internet/WIFI equipment are the sole responsibility of the Purchaser.
- v. The Tesla Powerwall uses a lithium-ion battery. Lithium-ion batteries may present a fire risk. To reduce that risk, purchaser should NOT take any action that would reduce ventilation to the Powerwall. After installation, if your Powerwall is damaged, punctured, or receives an excessive shock, Purchaser should contact a certified Tesla Powerwall Installer to inspect the Powerwall.
- vi. Purchaser is aware that Renу may have to open and/or cut the walls/drywall or ceiling during or after installation of the System in order to run conduit, satisfy an AHJ inspector, perform maintenance and/or fulfill Renу's Limited Warranty or the Manufacturer's warranty obligations. In these cases, Renу will patch the impacted wall and/or ceiling as well as apply spackle with reasonable professional care to the impacted area to fill in drywall cuts or penetrations caused by Renу. Purchaser will be solely responsible for costs and efforts associated to paint and/or re-paint any impacted area.

5. ARBITRATION

With the exception of 1) suits or claims for money owed by Purchaser under this Contract, 2) those suits or claims which deal with repossession of equipment and parts subject to this Contract, 3) and those disputes which, by law, may not be submitted to Arbitration but must be determined by a judicial tribunal, any and all disputes arising out of or in connection with the Contract shall, at the option of either party, be submitted to arbitration in the City of Charlotte, North Carolina. The arbitration shall be held in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order for enforcement as the case may be.

6. LIMITATION OF DAMAGES

NOT WITH STANDING ANY OTHER PROVISION OF THE CONTRACT TO THE CONTRARY, (A) RENU ENERGY SOLUTIONS' S AND ITS SUBCONTRACTORS' AND SUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY RENU ENERGY SOLUTIONS OR PERFORMANCE OR NON-PERFORMANCE OF THE PURCHASED EQUIPMENT SHALL NOT EXCEED THE CONTRACT PRICE FOR THE PURCHASED EQUIPMENT, AND (B) IN NO EVENT SHALL RENU ENERGY SOLUTIONS, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUES OR PROFITS OR LOSS UNDER PURCHASES OR CONTRACTS MADE IN RELIANCE ON THE PERFORMANCE OR NON-

PERFORMANCE OF THE PURCHASED EQUIPMENT, WHETHER SUFFERED BY PURCHASER OR ANY THIRD PARTY, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE PURCHASER, ITS EMPLOYEES OR AGENTS OR ANY THIRD PARTY.

7. PRIVACY/PUBLICITY

Purchaser grants Renу Energy Solutions, LLC the right to publicly use, display, share, and advertise the photographic images, videos, project details, price and any other non-personally identifying information of your Project. Renу shall not knowingly release any personally identifiable information about you or any data associating you with the Project location. You may opt-out of these publicity rights by giving us written notice and mailing it to: Renу Energy Solutions, LLC Attention: Publicity Opt Out, 801 Pressley Rd. Suite #100, Charlotte, NC 28217.

8. DEFAULT BY PURCHASER

In the event that the Purchaser becomes insolvent, becomes the subject of any bankruptcy proceedings, or defaults in the performance of any term or condition of the Contract, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. In any such event, RENU ENERGY SOLUTIONS at its option, without notice or demand, shall be entitled (1) to sue for said balance of the purchase price and for reasonable attorneys' fees plus out-of-pocket expenses and interest; (2) to enter any place where said equipment or parts are located and to take immediate possession of and remove said equipment or parts with or without legal process; (3) to retain all payments previously made as compensation for the use of said equipment or parts; (4) to resell said equipment or parts at public or private sale without notice or demand for and on behalf of the Purchaser; (5) to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put said equipment in salable condition, storage charges, taxes, liens, collection and attorneys' charges and all other expenses in connection therewith) to the balance then due to RENU ENERGY SOLUTIONS LLC for said equipment and parts and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. The Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. RENU ENERGY SOLUTIONS LLC is entitled to recover its reasonable attorney's fees and costs in any action against Purchaser for money due and owing under this Contract. The remedies provided in this paragraph are in addition to and not in limitation of any other available remedy or remedies of RENU ENERGY SOLUTIONS LLC available at law or in equity, and each and every such remedy shall be cumulative and shall be in addition to every other remedy under the Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

9. REPOSESSION

In the event of default in payment, RENU ENERGY SOLUTIONS LLC shall have all rights of repossession and other rights available to a seller of goods under the laws applicable thereto. RENU ENERGY SOLUTIONS LLC shall have the right to file a UCC-1 Financing Statement (or other similar document) with the North Carolina Secretary of State with respect to all equipment or parts which are the subject of this Contract. The Purchaser agrees that no part of the equipment or parts furnished under the proposal shall be considered a fixture or a part of any realty by reason of its being attached to real estate, and any equipment or parts may be separated from real estate for purpose of repossession by RENU ENERGY SOLUTIONS LLC or by its agent without liability for such removal if the Purchaser is in default in payment.

10. INTEGRATION CLAUSE

This contract contains the parties' entire agreement regarding the sale, purchase (including installation) of an energy storage system. There are no other agreements regarding this contract, either written or oral. Any change to this contract must be in writing and signed by both parties. Only an authorized officer of Renу Energy Solutions may execute any change to this Agreement on behalf of Renу Energy Solutions. If any portion of this agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

11. GOVERNING LAW

The parties hereby agree that this Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina and any action or lawsuit under this Agreement must be brought in Mecklenburg County, North Carolina.

12. HEADINGS

The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

13. NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT, (SEE EXHIBIT 1), THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

14. INTEREST ON LATE PAYMENT

If your account is not paid in full within 30 days from the billing date you will be charged (and Renу shall be entitled to collect) interest at the rate of the greater of: a) the maximum rate allowed by law; or b) one and one-half percent (1 1/2%) per month computed on the unpaid portion of the balance of the previous month less payments or credit within the billing cycle.



## EXHIBIT 1

### NOTICE OF CANCELLATION

#### YOUR RIGHT TO CANCEL THIS CONTRACT.

Federal law gives you the legal right to rescind or cancel this contract without cost to you, but you must give notice of your decision to cancel within three (3) business days from whichever of the following events occurs last:

1. The date you signed the contract, which is \_\_\_\_\_ .
2. The date you received this notice of your right to cancel.

In addition to your legal right by Federal law to cancel this contract, Renu Energy Solutions provides an additional four (4) business days for a total of (7) business days (i.e. three required by Federal law plus 4 additional days provided as a courtesy by Renu Energy Solutions) to rescind or cancel this contract without cost to you.

Payments made by you under the contract and any negotiable instrument executed by you will be returned within 10 business days following receipt of the seller of your cancellation notice. If you have received any money, property or equipment, you must then offer to return the money or property. If returning the property is impractical or unfair, you must compensate us for its fair market value. You may offer to return the property at your home or at the location of the address below. If we do not take possession of the money or property within 30 calendar days of your offer, you may keep it without further obligation.

#### How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at the address appearing on the Contract. You may use any written statement signed and dated by you that states your intention to cancel, or you may use this notice by dating and signing it below. If you cancel by mail or telegram, you must send the notice no later than midnight of (or midnight of the seventh business day of the events listed above). If you send or deliver your notice in some other way, it must be delivered to the above address not later than that time.

I Wish to Cancel

Purchaser's Name: \_\_\_\_\_ DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## EXHIBIT 2

### RENU ENERGY SOLUTIONS LIMITED WARRANTY

This Limited Warranty (this "Limited Warranty") is Renu Energy Solutions' agreement to provide you warranties on the energy storage System. The System will be professionally installed by Renu Energy Solutions. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when we start installing the System at your Home.

#### Limited Warranties

##### (a) System Warranty

Under normal use and service conditions the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for ten (10) years;

##### (b) Damage Warranty

We will repair damage we cause to your Home, your belongings or your Property or pay you for the damage we cause, as limited by Section LIMITATIONS ON LIABILITY

#### Claims Process

You can make a claim by:

- A. emailing us at the email address at [info@renuenergysolutions.com](mailto:info@renuenergysolutions.com);
- B. writing us a letter and sending it overnight mail with a well-known service;

#### Transferable Limited Warranty

Renu will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who purchases the system from you (e.g. you sell your house with energy storage system intact).

#### RENU ENERGY SOLUTIONS STANDARDS

In regards to this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the energy storage industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the electrical energy storage industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

#### Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (a) someone other than Renu or its approved service providers installed, modified, removed, re-installed, expanded or repaired the System;
- (b) someone other than Renu or its approved service providers integrates an energy storage solution with the PV system.
- (b) destruction or damage to the System or its ability to safely store or discharge power not caused by Renu Energy Solutions while servicing the System (e.g., if a tree falls on the System then this should be covered by your home insurance policy);
- (c) your failure to perform, or breach of, your obligations under our Agreement (e.g., you modify or alter the System);
- (d) your breach of this Limited Warranty, including your being unavailable to provide access to us in diagnosing or repairing a problem;
- (e) any system failure not caused by a System defect (e.g., the System is not storing or distributing power because it has been removed);
- (f) theft of the System or any of its components
- (g) any Force Majeure Event (as defined below);

#### FORCE MAJEURE

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Renu's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: pandemics; an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Renu's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Renu including a grid supply voltage outside of the standard range specified by Purchaser's utility; and failure of equipment not utilized by Renu or under its control.

#### LIMITATIONS ON LIABILITY

##### (a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL RENU OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

##### (b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY.

##### (c) Limitation on damages to your home, belongings and property.

SUBJECT TO THE LIMITATION ON DAMAGES SET FORTH IN PARAGRAPH 11 OF THE AGREEMENT, FOR DAMAGES TO YOUR HOME, BELONGINGS AND PROPERTY, THE TOTAL LIABILITY OF RENU SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000).

[END OF RENU LIMITED WARRANTY]






# Damanti Powerwall Agreement

Final Audit Report

2022-09-11

Created:	2022-09-09
By:	Justin Parrish (jparrish@renuenergysolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi41bn6ykYWhKO47zldre-PedLYS6-xNb

## "Damanti Powerwall Agreement" History

-  Document created by Justin Parrish (jparrish@renuenergysolutions.com)  
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