

Supernova, Inc.

1715 East Wilshire Avenue, Suite 721, Santa Ana, CA 92705
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Ph: 844-725-8861/Mobile 615-476-7878 Contractor's License # 1042428

COMMERCIAL SOLAR SYSTEM INSTALLATION AGREEMENT

This Commercial Solar System Installation Agreement (“**Agreement**”) is made this _____ day of _____, 2022, by and between Supernova, Inc., a Wyoming Corporation (“**Solar Contractor**”), with its principal place of business located at 1715 East Wilshire Avenue, Suite 721, Santa Ana, California 92705, and _____ (“**Owner**”), for the purchase of a photovoltaic solar system (“**Solar System**”) to be constructed at _____ (the “**Property**”).

- 1. Description of the Solar System and Significant Equipment to be Installed.** Solar Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner the following: Solar System that will produce approximately _____ kWh annually as described more fully in the engineering drawings to be prepared by Solar Contractor subsequent to the execution of this Agreement. Solar Contractor’s scope of work under this Agreement does not include any of the items listed in Exhibit A - “Work Exclusions”. All components of the Solar System will comply with UL listing standards. The work, materials and equipment to be used in the construction of the Solar System are described below.
 - a. Installation Site:** The PV modules will be installed over the _____ facing roof of the Property. Wiring from the solar panels to the inverter will be run in conduit to the inverter location.
 - b. Electrical:** DC power from the solar modules will be routed in electrical conduit to the inverter. AC power from each inverter will be routed to the main electrical service entrance. Data conduit and wiring will be included, if applicable. MLPE will be included for rapid shutdown requirements, if applicable. A splice kit and load center will be installed to permit the addition of a breaker for each inverter connected to the Property’s electrical system. Conduit will be run on the outside of the roof and walls, and will be painted to match the underlying surface, if possible.
 - c. Solar Modules:** _____ Solar Power System modules will be installed. These modules are covered by a xx-year manufacturer warranty.
 - d. Inverters:** _____ (V) inverters will be installed. The inverter and Utility/AHJ required disconnect will be installed on the outside of the Property, near the existing electrical meter. A XX kWh meter will be included with the system. These state-of-the-art inverters carry a xx-year manufacturer warranty.
 - e. Mounting:** PV modules will be installed with secure, pre-engineered UL 2703 listed mounting/racking systems using all stainless steel and aluminum hardware for long-term durability.
 - f. Flashing, Waterproofing, Sealing:** Contractor responsible for flashing, waterproofing and sealing all penetrations of building envelope pertaining to PV system.
 - g. Other:** Contractor responsible for Interconnection Application with utility, including required Net Generation Output Meter for virtual net metering, if applicable.

2. **Agreement Price.** Owner shall pay Solar Contractor the fixed sum of \$_____ (“*Agreement Price*”) for the work performed under this Agreement, subject to additions and deductions pursuant to Change Orders agreed upon in writing by the parties. The Agreement Price includes building permit fees, but does not include municipal, state or utility rebates or tax incentives as described in the proposal.
 - a. **Down Payment:** \$_____ is due upon signing this Agreement.
 - b. **Payments:** Payment to Solar Contractor may be made by cash, check or wire transfer. Payments shall be due immediately upon the invoice date.
 - c. **Finance Charge:** Interest shall accrue on any past due balance owed at the rate of 1.5% per month (or the highest rate not prohibited by law, whichever is lower) beginning on the 16th day after receipt of the invoice by Owner. This remedy shall be in addition to, and not exclusive of, any other remedy available under this Agreement or applicable law.
 - d. **Installation Appointment:** Solar Contractor requires forty-eight (48) hours notice to change the installation appointment date. Owner will be charged \$1,000 for changing the installation appointment date with less than forty-eight (48) hours notice due to costs Solar Contractor will incur as a result of rescheduling installation crews.
 - e. **Equipment Delivery:** Delivery of material will occur in advance of the commencement of installation. While Solar Contractor will make every effort to deliver the material as close to the commencement of installation as possible, delivery may occur up to 3-5 days prior to commencement of installation. If Owner cannot accept this delivery of materials prior to commencement of installation, an additional fee of \$500 will be charged due to increased handling fees.
3. **Schedule of Progress Payments.** Owner shall pay Solar Contractor according to the schedule below.
 - a. **Invoice 1:** \$_____ due upon the date that the engineering, design, and receipt of the Solar System’s permit from the local building department have been completed.
 - b. **Invoice 2:** \$_____ due upon the date equipment is first delivered to the Property.
 - c. **Invoice 3:** \$_____ due upon Substantial Completion of the Solar System, as defined below. Upon receipt of this payment, Solar Contractor will finalize the application for interconnection with the utility company.
 - d. **Invoice 4:** \$_____ due at final inspection sign-off. Title to the Solar System will pass to Owner after Solar Contractor’s receipt of payments for Invoices 1 through 4. Owner shall bear risk of loss upon delivery of materials to the Property.
4. **Start and Completion of Work.** The work to be performed under this Agreement shall be commenced on approximately_____, as long as any required building permits are received and any agreed upon funds are paid to Solar Contractor. The work shall be substantially completed by approximately_____, subject to permissible delays as defined in this Agreement. For purposes of this Agreement, “substantially complete” means the time when all construction work is completed so the Solar System can be beneficially used for its intended purpose excluding activities within government or utility control such as building permit or utility inspection sign-off.
5. **Change Orders.** Extra work and change orders (“*Change Orders*”) become part of the Agreement once a Change Order is prepared in writing and signed by the parties prior to the commencement of any work covered by the Change Order. Solar Contractor is not required to perform additional work or changes without written approval in a Change Order before any new work is started. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this Agreement, the Agreement Price shall be adjusted accordingly. All Change Orders must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the Change Order will have on the schedule of progress payments.

Solar Contractor's failure to comply with the Change Order process does not preclude recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Any change in Agreement Price caused by a Change Order shall be as agreed in writing, or if the parties are not in agreement as to the change in Agreement Price, Solar Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 30% shall be the change in the Agreement Price. As the solar industry is dependent on suppliers' manufacturing capacity and cell deliveries to the United States at the time immediately prior to installation, minor variations in parts due to substitutions of like product will require a Change Order. The term "like product" means products of like quality and price-performance to the materials specified herein. If installation is delayed by more than thirty (30) days after the approximate start date due to actions or inactions of Owner, Solar Contractor will have the option to require a Change Order is executed to account for any additional costs or changes to the construction schedules.

- 6. Drawings, Specifications, Permits, and Fees.** The project will be constructed according to drawings, specifications and other documents, that have been examined by Owner and Solar Contractor and that have been or may be signed (or initialed) by the parties to this Agreement. Unless otherwise specifically provided in the drawings or specifications, Solar Contractor will obtain and pay for all required solar building permits. These drawings and specifications are intended to supplement one another and are incorporated by reference to this Agreement. In the event of a conflict, however, the specifications shall control the drawings, and this Agreement shall control both.
- 7. Ten-Year Limited Warranty.** Solar Contractor warrants the Solar System and its work under this Agreement as set forth in Exhibit B – "10-Year Limited Warranty". Solar Contractor passes through the manufacturer warranties for the PV modules and inverters, but does not separately warrant those products.
- 8. Insurance Coverage.**
 - a. Contractor's Obligations:** Solar Contractor shall carry workers' compensation insurance for all employees during the progress of the work and commercial general liability insurance to cover any damages to Owner's property resulting out of the acts of Solar Contractor and its employees.
 - b. Owner's Obligations:** Owner shall obtain and pay for insurance against injury to his own employees and persons under persons on the job site at Owner's invitation. Owner shall also procure at its own expense and before the commencement of work hereunder "all-risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the Agreement Price. The insurance shall name Solar Contractor and any subcontractors as additional insured's, and will be written to protect Owner, Solar Contractor and subcontractors as their interests may appear.
 - c. Mutual Obligations:** Owner and Solar Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collective insurance. If the project is destroyed or damages by accident, disaster, or calamity such as fire, storm, flood, landslide, or earthquake, Owner as extra work shall pay for work done by Solar Contractor in rebuilding or restoring the project.
- 9. Permissible Delays.** Solar Contractor shall be excused from any delay in the completion of the work to be performed under this Agreement due to acts or omissions of Owner or of Owner's agents, employees or independent contractors, material shortages, acts of public utilities, funding of loans, disbursement of funds into funding control or escrow, failure of Owner to make payment when due, inability to secure materials through regular recognized channels, and all causes beyond its reasonable control, including, but not limited to, acts of God, fires, weather-related delays, strikes, government

restrictions, actions or omission of governmental agencies (including the denial or cancellation of any necessary license or permit for the project), embargoes, labor disputes, or acts of war.

10. Inspections, Building Department and Engineering Requirements. Solar Contractor will coordinate and attend local building department and utility inspections as needed. Owner is expected to be at the final utility inspection if requested by the utility company.

11. Owner's Responsibilities and Representations.

- a. **Installation:** Owner is responsible for making the Property ready and in the condition Solar Contractor used to create the proposal. During Installation, Owner shall not move, remove, modify, alter, or change in any way the equipment or any part thereof without the prior written approval of Solar Contractor. Notwithstanding the foregoing, Owner shall take reasonable steps to protect the Solar System from damage or injury if, due to an emergency, it is not possible or reasonable to notify Solar Contractor before taking any such actions.
- b. **Unanticipated Work:** Owner is solely responsible for the coordination and expense of any unanticipated work during installation due to subsurface or unknown physical conditions which differ from those described in the proposal, this Agreement or a Change Order.
- c. **Tree Removal:** If necessary or desired to improve the performance of the Solar System, tree removal is the sole responsibility of the Owner. Owner agrees to remove or trim the following trees:_____.
- d. **Other:** Owner agrees to the placement of a Solar Contractor sign on the property for a period of three months following the completion of the installation.
- e. **Electric Rate:** Owner elects to install the system using the____rate.

12. Cleanup. Solar Contractor shall keep the project free from accumulation of debris, waste materials, or rubbish caused by its operations. On completion of the work, Solar Contractor will remove all debris, waste materials, rubbish, and surplus material from Owner's property and will thoroughly clean the project, leaving it in a neat and broom-clean condition. If Solar Contractor fails to clean up, Owner may do so at Solar Contractor's expense.

13. Property Release. Owner does does not (check one) grant Solar Contractor the irrevocable right and permission to photograph the exterior of the Property for the duration of Solar Contractor's work, and to use, reuse, and publish, in any manner, such photographs, in whole or in part, either by themselves or in conjunction with other photographs, in any medium or form of distribution, and for any commercial or promotional purpose whatsoever; provided that upon Owner's request that Solar Contractor cease using such photograph/s Solar Contractor will use reasonable efforts to cease such use within a reasonable period of time.

14. LIMITATION OF LIABILITY. SOLAR CONTRACTOR'S SOLE LIABILITY, AND OWNER'S SOLE REMEDY, WITH RESPECT TO ANY WORK AND MATERIALS WHICH BREACH SOLAR CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE FOR SOLAR CONTRACTOR TO REPAIR, REPLACE OR REPERFORM THE DEFECTIVE OR NONCONFORMING WORK AND MATERIAL WITHIN FOURTEEN (14) BUSINESS DAYS OR SUCH PERIOD COMMERCIALY REASONABLE ACCORDING TO INDUSTRY STANDARDS (THE "CURE PERIOD") AFTER WRITTEN REQUEST BY OWNER. SHOULD SOLAR CONTRACTOR FAIL TO REPAIR, REPLACE OR REPERFORM THE DEFECTIVE OR NONCONFORMING WORK AND MATERIALS WITHIN THE CURE PERIOD, OWNER SHALL HAVE THE RIGHT TO REQUEST PAYMENT OF MONETARY DAMAGES FROM SOLAR CONTRACTOR IN AN AMOUNT NOT TO EXCEED THE TOTAL REASONABLE COST TO REPAIR, REPLACE OR REPERFORM THE DEFECTIVE OR NONCONFORMING WORK AND MATERIALS. THE LIABILITY OF SOLAR CONTRACTOR UNDER OR FOR

ANY MATTER ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LAW, WHETHER IN AGREEMENT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGREEMENT PRICE.

- 15. Indemnification.** To the fullest extent permitted by law, each party to this Agreement (“Indemnifying Party”) shall indemnify and hold harmless the other party, its officers, directors, shareholders, employees and agents (each, an “Indemnified Party”), from and against all loss, cost, liability, claims and expenses, including but not limited to attorneys' fees and disbursements, to the extent arising out of or resulting from the actions or omissions of Indemnifying Party and its agents, guests and family members which are negligent, wrongful or in breach of this Agreement, except to the extent such injury or harm is caused by the Indemnified Party's willful misconduct, negligence or breach of this Agreement. The foregoing shall not be limited to or by any insurance coverage which may be in force or required to be in force.
- 16. Applicable Law; Attorneys Fees.** The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. In any legal proceeding arising from this Agreement, the prevailing Party shall be entitled to the award of its reasonable costs and attorneys' fees incurred in connection with such proceedings. The “prevailing party” shall mean the party that received substantially the relief requested, whether by settlement, dismissal, summary judgment, mediation, arbitration, judgment or otherwise
- 17. Dispute Resolution; Mediation & Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by mediation under the Commercial Construction Mediation Procedures of the American Arbitration Association. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Construction Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be located in _____, California, U.S.A.
- 18. Default.** Either of the following occurrences or events, by or against Solar Contractor and by or against Owner, shall constitute a default under this Agreement: (a) a material breach of any of the terms, conditions, representations, warranties, or guarantees expressed in this Agreement; or (b) filing of a voluntary petition in bankruptcy or confession of insolvency. In the event that a Party is in default of this Agreement, and fails to cure such default thirty (30) days following receipt of written notice from the non-defaulting party that an event of default has occurred, then this Agreement may be terminated by the non-defaulting party.
- 19. Assignment and Third-Party Beneficiaries.** Except as provided in Exhibit B –Terms and Conditions, no party shall have the right to assign this Agreement or any of its rights and obligations hereunder to any third party without the written consent of the other party. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either party.
- 20. Complete Agreement.** This Agreement, including Exhibits A through C, constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be

performed under this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing signed by both parties.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, the parties are executing this Agreement through their legally authorized representative on the date stated below.

Contractor Name, License # & Type:

Owner Name & Address:

Dated: _____

Dated: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

EXHIBIT A
WORK EXCLUSIONS

Unless specified to the contrary in a Change Order, the services, activities and work set forth in this Exhibit A are excluded from the scope of work to be performed by Solar Contractor pursuant to the Agreement.

1. Remove or dispose of any hazardous substances that currently exist on the Owner's Property;
2. Improve the construction of the roof or the Owner's Property to support the Solar System;
3. Remove or replace existing rot, rust, or insect infested structures;
4. Provide structural framing for any part of the Owner's Property;
5. Pay for or correct construction errors, omissions, and deficiencies by the Owner or contractors hired by the Owner;
6. Pay for, remove, or remediate mold, fungus, mildew, or organic pathogens;
7. Upgrade the Owner's Property's existing electrical service;
8. Install of any smoke detectors, sprinklers, or life safety equipment required by municipal code or inspectors as a result of the Solar System installation;
9. Pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the Solar System;
10. Move items unassociated with the Solar System around the Owner's Property's;
11. Pay for any costs associated with municipal design or architectural review, or other specialty permits. This includes cost to attend any public hearings, notification of neighbors, or additional drawings required;
12. Paint electrical boxes or conduit at the Property;
13. Pay for compliance with changes in regulations of codes that materially change the scope of work for the Solar System;
14. Repair of damage to roadways, sidewalks, or driveways that may occur when construction equipment and vehicles are being used in the normal course of construction unless such damaged is caused by the negligence of Solar Contractor;
15. Procurement of plans with an engineering stamp; and
16. Structural engineering review and soil analysis.

Exhibit B
Terms and Conditions

In addition to the specifications, details and scope of work described in the Agreement and attached proposal, it is mutually agreed as follows:

Estimates. PV system outputs, estimated energy savings from renovations and new equipment, rebates, credits and other financial incentives are estimates only and are based on factors not controlled by Solar Contractor.

Cooperation. Owner and its agents shall cooperate promptly and fully in providing all information, signatures and documentation reasonably necessary to assist in the procurement of necessary permits, rebate paperwork and utility company approvals. Such cooperation shall be a condition precedent to Solar Contractor's obligations to meet the project timelines in the Agreement.

Title to Equipment and Right to Remove. Solar Contractor may, at its option, remove any portion of materials equivalent in value to any payment required hereunder and not paid within Ninety (90) days after receipt of proper invoices thereunder without limiting Solar Contractor's rights herein.

Commencement of Work. Solar Contractor shall have substantially commenced work when work has begun on the mounting systems.

Financing. If all or any of this Agreement is to be financed through a financial institution, Owner and Solar Contractor may assign their rights hereunder to such institutions without regard to the prohibition on assignment without the other party's consent. Owner and Solar Contractor will make, execute and deliver all forms reasonably required by a lender for such purposes.

Compliance with Laws. In connection with the performance by Solar Contractor of its duties pursuant to the Agreement, Solar Contractor shall comply to the extent of its knowledge with all Federal, State County and Local laws, ordinances and regulations.

Pre-Existing Condition. Owner acknowledges that proper operation of the equipment purchased hereunder may be dependent upon Owner's existing equipment and Solar Contractor shall have no liability for equipment not purchased hereunder. While Solar Contractor will exercise all due care, Solar Contractor will not be responsible for pre-existing conditions of any roof or for damages or problems arising from such pre-existing conditions which may be aggravated by normal material handling procedures on the roof.

Access to Work. Owner shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Solar Contractor and workmen shall not be expected to keep gates closed for animals or children, or provide work area security.

Right to Stop Work. Solar Contractor shall have the right to stop work if any payment shall not be made when due, to Solar Contractor under the Agreement; Solar Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the due date, is a material breach of this Agreement and shall entitle contractor to cease any further work.

EXHIBIT C
SOLAR CONTRACTOR LIMITED SOLAR SYSTEM WARRANTY

Limited 10-Year Solar System Warranty – Repair or Replacement. The Solar System has a limited 10-year manufacturer warranty (“Warranty”) against defective workmanship, system or component breakdown, or degradation in electrical output of more than 15 percent from its originally rated electrical output during the 10-year period. This is not a roofing or installation warranty, which is covered below. The Warranty covers the Solar System only and provides for no-cost repair or replacement of the Solar System or its components, including any associated labor during the warranty period. The separately included original equipment manufacturer (“OEM”) warranties for the solar panels, inverters and frames are in lieu of and not in addition to Solar Contractor’s warranty obligations. Solar Contractor is the warranty administrator for these OEM warranties, and thus, provides a first line of support on all OEM warranty issues. Owner should see the OEM warranties for the particular terms and conditions that apply as Solar Contractor does not provide additional warranty coverage on OEM components. Repair or replacement as provided under this Warranty is the exclusive remedy of Owner. The warranty period will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this Warranty. Solar Contractor may repair or replace the Solar System or its components with new or refurbished components at Solar Contractor’s sole discretion. This Warranty does not warrant a specific power output, other than the warranty against degradation noted above, which shall be exclusively covered under the OEM module manufacturer’s warranty associated with the Solar System. The warranty period begins upon the date of Substantial Completion per the Agreement for the Solar System.

Limited Roof and Installation Warranty. The roof penetrations and installation work on the Solar System are warranted for 4 years for patent (obvious) defects and 10 years for latent (hidden) defects in accordance with California law. This limited warranty provides the installation and roof work will be free from defective installation during the respective warranty period, which commences upon substantial completion of the Solar System. Repair, replacement or correction of any defective parts or workmanship are the sole remedies under this limited warranty with such remedy chosen at Solar Contractor’s sole discretion.

Obtaining Warranty Performance. Solar Contractor suggests that you retain the Agreement for the Solar System as evidence of the date of Substantial Completion. To obtain warranty service, Owner must provide notification of the claim within the warranty period along with evidence of the date of purchase either via email to [info@SolarContractorSolar.com] with “Solar Contractor Warranty Claim – Operations Dept.” in the subject line or in writing to:

Solar Contractor
Attn: Warranty Claim – Operations Dept.

Upon receipt of a warranty claim, Solar Contractor or its designated representative shall conduct tests to determine if warranty coverage is applicable. Solar Contractor’s tests shall be the sole determination for

purposes of warranty settlement with respect to the Warranty. Solar Contractor reserves the option to (i) send the Solar System to the OEM manufacturer for warranty coverage, or (ii) repair or replace the Solar System or its components. Any such refund will be pro-rated by the number of years and/or months from the date of purchase. The return of any Solar System components will not be accepted by Solar Contractor unless accompanied by a valid Return Material Authorization Number (“RMAN”) and prior written authorization by Solar Contractor.

Exclusions. This Warranty excludes the following conditions:

1. Failure to properly operate or maintain the Solar System in accordance with Solar Contractor’s printed instructions provided with the Solar System.
2. Any repair or replacement using a part or service not provided or authorized in writing by Solar Contractor.
3. Damages caused by, in Solar Contractor’s absolute judgment, Customer or third party abuse, accident, alteration, improper maintenance or installation, pre-existing roof conditions, removal by anyone other than an Solar Contractor or authorized Solar Contractor representative, misuse, negligence or vandalism, riots, animal damage, or environmental pollution such as soot, salt damage, or acid rain, or earthquake, fire, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond Solar Contractor’s control.
4. Solar System with the type or serial number(s) altered, removed, or illegible.
5. Solar System installed in a mobile or marine environment.
6. Cosmetic defects, such as discoloration or scratches, caused by normal wear and tear.

Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE SOLAR SYSTEM AND WORK PERFORMED PURSUANT TO THE AGREEMENT. SOLAR CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON SOLAR CONTRACTOR’S PART. SOLAR CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE SOLAR SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE SOLAR SYSTEM, OR FROM USE OF INSTALLATION. IN NO EVENT SHALL SOLAR CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. SOLAR CONTRACTOR’S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE SOLAR SYSTEM OR SERVICE(S) FURNISHED OR TO BE FURNISHED, WHICH IS THE SUBJECT OF THE WARRANTY CLAIM.

Replacements. System components that are replaced by Solar Contractor shall become the property of Solar Contractor. Solar Contractor reserves the right, at its sole option, to deliver another type of new or refurbished System component that may differ in size, color, shape, model number, and/or power level.

Disputes. Any disputes concerning this Warranty coverage shall be resolved according to the dispute procedures outlined in the Agreement.

I HAVE READ THIS WARRANTY AND UNDERSTAND ITS TERMS AND CONDITIONS ARE PART OF THE AGREEMENT:

Printed Name: _____

Date: _____

Signature: _____