



## SOLAR PHOTOVOLTAIC AGREEMENT

This Solar Photovoltaic Agreement ("Agreement") is made and entered into on \_\_\_\_\_, between Suntuity ("Suntuity" or "Seller"), Electrical Contractor 49518, and the ("Purchaser") listed below for the sale and installation of the solar equipment (the "Equipment") described herein subject to the Terms and Conditions set forth in attached sheets

<b>Purchaser:</b>
<b>Phone Number</b>
<b>Address:</b>
<b>City, State, and Zip Code</b>

### PROJECT INFORMATION:

Number	Description of Equipment
kWp	A turnkey grid connected Solar Photovoltaic System consisting of: W Solar modules, Inverters, Monitoring, Racking, flashings and all necessary hardware and labor.
25 / 25 years	Manufacturers solar modules production Warranty / Inverter Warranty
10 years	Standard Suntuity Workmanship Warranty: See Section 9 on Warranties
Adders	

Is this Project financed

**Total Sale Price**

\$

\$

#### Milestone 1:

10% due at Contract Acceptance

\$

#### Milestone 2:

40% due at construction permit approval for solar system

#### Milestone 3:

40% due at Municipal Inspection Approval of installed solar system

\$

#### Milestone 4:

10% due at Permission to Operate by the Utility

\$



### **Terms and Conditions**

1. **Binding Effect.** The binding effect of this Sales Agreement ("Agreement") is subject to execution by an authorized Officer of Seller. (Notice of execution being hereby waived by Purchaser). Receipt of any Payment or the filing of a financing statement by Seller shall not constitute execution of this Agreement.
2. **Equipment.** Seller agrees to sell, and Purchaser agrees to purchase the Equipment from Seller, at the Total Sale Price set forth on the face hereof and subject to the terms and conditions of this Agreement. The equipment can be altered by Seller upon receipt of an executed change order from Purchaser.
3. **Payment.** The Total Sale Price is payable as specified in the milestones set forth in the Sales Agreement upon execution of this Agreement without further demand. Seller shall be responsible for any Interconnection application fees, permit fees not to exceed \$2000 or structural assessment fees, as applicable. Purchaser shall be responsible for and shall pay diversion, restocking charges and any taxes as applicable, now or hereafter imposed, which may be applicable to the transactions covered in this Agreement. Purchaser shall pay interest, at the highest rate permitted by law but not to exceed 1 ½% per month, from the date due, on any payment which is delinquent ten (10) days or more.
4. **Shipment.** For purposes of this Agreement, shipment shall mean the Equipment is ready to be delivered to Purchaser's Ship To site. When the Equipment is ready to be shipped and Seller has obtained all necessary approvals to commence installation, Seller shall so advise the Purchaser. If Purchaser delays shipment beyond 15 days, the Final Payment shall be made as required by Section 3 as though shipment had occurred. Seller may store the Equipment at Purchaser's Ship To location at Purchaser's risk and expense. Seller's obligations hereunder are subject to delays incident to labor difficulties, fires, casualties and accidents; acts of the elements; acts of the public enemy; transportation difficulties; governmental interference or regulations; inability to obtain equipment, materials or qualified labor sufficient to fill its orders in a timely manner; and other causes beyond its control. Although Seller shall use its best efforts to ship Equipment in the Order of receipt of Initial Deposits, Purchaser has no right to have components or work-in-progress identified with this Agreement and Seller has the right to deliver Equipment units to customers in any order it deems reasonable. The packaging of the main Equipment remains Seller's property, and if requested, should be returned to Seller forthwith after the installation of the Equipment, according to the labels attached to the concerned packaging and to the return procedures. Seller will arrange for removal of all construction debris from Purchaser's property and all reasonable efforts will be made to recycle such materials.
5. **Custom Work Allocation.** Seller will pay Purchaser a not to exceed price of \$ N/A for the following custom work: N/A (Seller's Initials) N/A. Purchaser will be responsible for all necessary approvals, execution and warranties on such work and Purchaser will complete such work prior to Seller receiving Local Municipal Approval for the solar installation. Seller will pay Purchaser for such work after receipt of Progress Payment from Purchaser. Any payments made to Purchaser as part of the Custom Work Allocation will be deducted from the Progress Payment and will be deemed non-refundable in case of any cancellations or change orders in this Agreement.
6. **Installation.** Purchaser shall promptly, and is responsible, without limitation, for providing an adequate foundation, necessary for the specified Roof, Ground or Pole mount installation. The Equipment installation site must conform to the Seller's published space, utilities, and environmental requirements and the Purchaser agrees to provide, at no charge, access to the Equipment and to a telephone. Seller will connect services to the Equipment and will be responsible for full installation and related materials of the Solar Photovoltaic System. The Equipment shall be deemed accepted by the Purchaser upon completion of installation or by commissioned production use by the Purchaser or whichever is earlier as determined by

Seller.

7. Responsibilities of Purchaser. Purchaser shall permit full and complete access to the project. The Seller shall furnish, at Purchaser's expense, any surveys necessary for the Work, and shall secure, at Purchaser's expense, any easements necessary for the proper completion of the Work. Purchaser shall make Solar Access available at the location of Installation.
8. Other Services. This agreement does not cover maintenance service; Purchaser may elect to purchase maintenance service with respect to any Equipment purchased under this Agreement by entering into a separate maintenance agreement with Seller.
9. Warranties. Seller warrants that upon receipt of the Final Payment, title to the Equipment shall pass to Purchaser free and clear notwithstanding any lender(s) executed securitization of noted any and all Equipment. Seller shall provide Purchaser under normal use, as defined below, with the limited manufacturer's warranties for the solar modules, inverters and racking. Seller shall also provide Purchaser with a five (5) year limited system warranty as measured from the original date of installation and subsequent approval to use from Local Township or Utility whichever occurs first for parts and labor, on all components of the solar system in addition to repairs to portions of roofs directly affected by the installation of the solar system. Pre-existing conditions including but not limited to Structural and Electrical defects are not included. If Purchaser does not make payment in full as provided in this agreement including any change orders or extras caused by unforeseen or concealed conditions or requests of the Purchaser, all warranties will be considered suspended and non-enforceable until full payment is received from the Purchaser. Seller shall have no obligation under this warranty in the event that: (a) the Equipment has been subject to abuse, improper application, alteration, accident or negligence in use, storage, transportation or handling, and such actions or occurrences are not the fault of Seller; (b) the Equipment is used in combination or connection with other equipment, attachments not approved in writing by Seller for use in combination or connection with the equipment; (c) installation, repair, replacement of parts, adjustment, service, or other work on the Equipment is performed by Purchaser, Purchaser's customers or any third party, unless the same shall have been expressly authorized in writing by Seller; (d) Purchaser has not provided electrical service conforming to applicable electrical codes, including a dedicated line for power supply and appropriate polarization and grounding in accordance with Seller's specifications, or (e) Purchaser fails to perform timely operating maintenance as specified in Seller's Operator's Manual. Repairs or replacements qualifying under this warranty shall be performed on regularly business days and during Seller's regular business hours within a reasonable time following Purchaser's request. All requests for warranty fulfillment must be made during the stated warranty period. Normal Use for any Equipment is deemed to be continuous. Purchaser agrees that THE LIMITED WARRANTIES DESCRIBED HEREIN SHALL BE THE PURCHASER'S EXCLUSIVE AND SOLE REMEDY WITH RESPECT TO THE SERVICES, SALE, MATERIALS, SOLAR POWER SYSTEM, JOB, INSTALLATION OR THE WORK PERFORMED IN CONNECTION WITH THE SOLAR POWER SYSTEM. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE LIMITED WARRANTIES. THE LIMITED WARRANTIES SUPERSEDE AND ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller's agents have no authority to give warranties or guarantees beyond those provided herein
10. Limitation of Liability. Seller's liability for damages to Purchaser relating to or arising out of the performance or non-performance of the Equipment, or for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the total sale price stated herein for the specific equipment that caused the damage or is the subject matter of or is directly related to the cause of action. The foregoing limitation of liability will not apply to claims for personal injury caused solely by Seller's negligence. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY ONE CLAIMING THROUGH OR AGAINST PURCHASER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR INTERRUPTION OF BUSINESS) RESULTING FROM OR ARISING OUT OF THE DELIVERY, INSTALLATION, OPERATION, PERFORMANCE OR USE OF THE EQUIPMENT (OR NON-PERFORMANCE, DELAY IN OR FAILURE OF THE SAME), EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Confidentiality. Any information, document, description, sample or prototype released by either party to this Agreement, which is deemed confidential by the originating party, shall be marked or described in writing as a "Confidential". All "Confidential" information shall be held confidential for a period of one (1) year from date of shipment and may not be released to a third party without the originating party's written consent. The software programs ("Programs") used to control and operate the Equipment are owned by or licensed by Seller and this Agreement does not transfer to Purchaser title to or any proprietary rights in any such Programs. Purchaser shall maintain the Programs in strictest confidence and maintain reasonable procedures regulating access to such Programs. Purchaser shall utilize the Programs only with Equipment supplied by Seller. Purchaser shall not attempt to reverse engineer, duplicate or otherwise copy any of the Programs in whole or in part, except the Purchaser shall be entitled to make a back-up copy. Any such copy shall bear the copyright notice and legend embodied in the Program furnished to Purchaser. The Programs shall only be disclosed to employees of the Purchaser requiring access to enable the Purchaser to properly use the Programs to manage, control or operate the Equipment. Purchaser acknowledges that equitable remedies, including without limitation, injunction against breaches of the covenants set forth in this Section 10, are necessary to protect the interest of the Seller and Seller's licensors in their respective confidential information and software programs and shall be available to the Seller and Seller's licensors. The covenants set forth in this Section 10 and 11 shall survive the termination of this Agreement. Neither the license granted herein or the Programs may be sold, assigned or otherwise transferred by Purchaser to any third party without the written authorization of Seller, except that each Program may be transferred with the Equipment provided the transferee agrees in writing to assume all the obligations of Purchaser hereunder and Seller is notified of such transfer and agreement prior to such transfer.
12. Infringement of Intellectual Property Rights. Seller (or its supplier) shall indemnify and hold Purchaser harmless against an award of damages and costs against Purchaser by a final judgment of a court of last resort in the country in which the Equipment is originally installed by Seller resulting from actual or alleged patent infringement relating in any way to use or sale of the Equipment, or any component thereof furnished hereunder, provided that Purchaser (i) gives Seller immediate notice in writing of any suit or claim for infringement against Purchaser, (ii) permits Seller (or its supplier) to control the defense of any suit or claim, and (iii) gives Seller (or its supplier) all available information, assistance, and authority to enable Seller (or its supplier) to assume such defense. Seller (or its supplier) shall diligently defend and prosecute all such patent infringement litigation and shall keep Purchaser fully informed of all developments in the defense or adjustments of any such claim or action.
- If a final injunction or judgment in any patent infringement action is rendered restraining Purchaser's use of the Equipment, or of any component thereof, Seller shall, at its option and expense, either (i) procure for Purchaser the right to use the Equipment, or (ii) replace or modify the infringing component so that it no longer infringes, or (iii) repurchase the Equipment upon its return to Seller, less reasonable depreciation of 2% per month from date of installation, for use, damage, or obsolescence.
- Seller shall have no liability whatsoever to Purchaser if any such patent infringement or claim thereof is based upon or arises from (i) the use of any Equipment in combination with an apparatus or device not manufactured or supplied by Seller and such combination cause the infringement, (ii) the use of any Equipment in a manner for which it was neither designed nor contemplated, or (iii) any modification of any Equipment by Purchaser, or by Seller at Purchaser's request, or by any third party, which causes the Equipment to become infringing.
13. Indemnification. Purchaser shall indemnify and hold Seller harmless from and against any and all losses, expenses and damages arising out of or incident to willful or negligent acts or omissions of Purchaser.
14. Security Interest. To secure payment under this Agreement, Seller reserves, and Purchaser hereby grants to Seller, a security interest in (a) the Equipment covered by this Agreement, (b) any substitutions, replacements and additions thereto and (c) the proceeds thereof, until final payment on this agreement has been satisfied. This Agreement shall be deemed a security agreement and a copy thereof may be filed as a financing statement with appropriate public agencies in order to protect



Seller's security interest. Purchaser hereby authorizes Seller, or its assignee, where permitted by applicable state law, to sign on Purchaser's behalf and file financing statements in order to protect the security interest of Seller.

15. **Seller's Remedies.** In the event Purchaser fails to pay any amount due and owing hereunder, fails to perform any other obligation hereunder; Seller shall have the right to exercise one or more of the following remedies: (a) recover the balance of all amounts due hereunder; (b) enter any premises where the Equipment may be located and take possession of the Equipment or render it unusable and retain all prior payments as partial compensation for its use and depreciation; (c) require Purchaser to assemble the Equipment for safe shipment and make it available to Seller; (d) incur collection and legal expenses (including reasonable attorneys' fees) in exercising any of its rights and remedies upon default, which Purchaser shall pay and which shall become part of Seller's reasonable expenses of retaking, repairing, holding and reselling, and (e) pursue any other remedy permitted by law. Should legal proceedings be instituted by Seller to recover any amounts due hereunder or to take possession of the Equipment, Purchaser shall pay all collection expenses (including reasonable attorneys' fees) and hereby waives trial by jury. If more than one Purchaser is named in this Agreement, the liability of each shall be joint and several. Seller's rights shall be cumulative and action on one shall not be deemed to constitute an election or waiver of the other rights to which Seller may be entitled. Waiver by Seller of a breach or default shall not constitute waiver of any other breach or default by Purchaser or waiver of any of Seller's rights.
16. **Risk of Loss and Insurance.** Risk of loss shall pass to the Purchaser upon delivery of the materials on Purchaser's site. Until the Total Sale Price has been paid in full, Purchaser shall insure the Equipment against fire and extended coverage perils in an amount equal to the full Total Sale Price, with loss first payable to Seller as its interest may appear. Purchaser's obligations hereunder may be covered by Purchaser's "blanket coverage" insurance policies. If Purchaser fails to maintain such insurance, Seller may obtain the same at Purchaser's expense.
17. **Export and Re-Export.** Purchaser shall strictly comply with all applicable laws and regulations of the United States which govern the export and re-export of United States origin commodities and technical data. Specifically, and without limiting the generality of the foregoing. Purchaser shall not re-export any or all of the Equipment, or any component, outside the country where originally installed without the prior written authorization of the United States Government.
18. **Applications, Approvals and Credits/Grants.** Seller will assist Purchaser with completion and submission of applications for the state SRP application and Utility Interconnection. The Federal Income Tax Grant/Credit filings are the sole responsibility of the Purchaser.
19. **Solar Renewable Energy Credits (SREC).** SREC buyouts, if applicable, are subject to the terms and conditions of the Seller's SREC Purchase and Sale Agreement. If Seller enters into a SREC Purchase and Sale Agreement with Purchaser, Seller will be responsible for the registration of the Purchaser's SREC account and Purchaser will assist Seller with such registration by providing any and all documentation and approvals needed for the same.
20. **Schedule.** Since work cannot begin before all appropriate financing approvals and municipal permits are obtained and is also dependent on weather conditions and solar module availability, a firm schedule cannot be provided at this time. However, all efforts will be made to complete these processes in a timely manner, so work to be performed will begin approximately 30 days after receiving all necessary regulatory approvals and will be completed no later than 180 days after receiving Utility and State approval. Purchaser agrees that Seller is not responsible for delays in delivery or installation due to weather, fire, strikes, shortages, war, government regulations, Utility, State, Municipal approval delays including permitting delays, or any causes beyond its control.
21. **Hidden Conditions.** If unforeseen or concealed conditions are discovered, if Seller is unable to obtain the necessary local and municipal approvals for the Work, or if actual conditions are materially different than as represented by Purchaser or as originally planned for, then Seller shall be entitled to a mutually agreeable change order adjusting the price, materials and/or time to accommodate such conditions. In the event Purchaser elects not to make any such changes or the Work cannot



proceed, either party may terminate this agreement and all payments, less \$1500 paperwork processing fee, will be refunded within 10 days of notification to Seller and this Agreement shall be considered null and void.

22. Electronic Records and Acknowledgment of General Provisions. You may be entitled by law to receive certain information "in writing". However, you agree that all information, documents, disclosures, notices, and agreements between you and us will be in electronic form (collectively, "Electronic Records"). You further agree that we may use and obtain from your electronic signatures (such as by clicking, checking, or signing using a digital pen) in the processing of Electronic Records. We will provide the Electronic Records to you by emailing them to you at the most recent e-mail address that we have on file and/or by making Electronic Records available to you upon reasonable request. You must notify us of any change in your e-mail address. If we send an Electronic Record to you, but you do not receive it because the most recent e-mail address that we have on file for you is incorrect, out of date, blocked by your service provider, filtered by your service provider as "spam" or "junk mail", or you are otherwise unable to receive the Electronic Record, we will be deemed to have provided the Electronic Record to you. You must have a computer with an Internet connection, a compatible web browser, Adobe Acrobat Reader version 8.0 and above, and a valid and accessible e-mail account. You may request a paper copy of any Electronic Record, and we will send your paper copy to you via U.S. mail within ninety (90) days. You may opt-out of receiving Electronic Records by calling or emailing our customer service department at [customercare@suntuity.com](mailto:customercare@suntuity.com).

23. Miscellaneous Provisions. If any term, condition, or remedy contained in this Agreement should be held invalid or unenforceable, the remaining terms, conditions, and remedies shall remain in full force and effect.

This agreement is not assignable; provided, however, that any or all of Seller's rights or obligations hereunder may be assigned by Seller without notice to Purchaser and may be exercised by an assignee thereof. Purchase shall not assert against any transfer of this contract or against any transferee of promissory notes, any defense (other than actual payment), and set-off, equity or counterclaim which Purchaser may have or claim against Seller.

The acceptance of any payments after the specified due dates thereof shall not constitute a waiver of Purchaser's obligation to make future payments of the specified dates. Seller may apply any amounts paid by Purchaser pursuant to this Agreement to any indebtedness owing by Purchaser to Seller on account hereof or otherwise. Interest shall be calculated as per the Security Interest provision.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. Any modifications change or amendment of this Agreement shall be in writing and shall be signed by an authorized representative of each party. Except for identifying goods, services, software, or Equipment ordered, prices and quantities, the terms and conditions contained and referenced in Purchaser's purchase order or other ordering documents shall be of no force or effect.

This Agreement shall be deemed to have been made and shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its law of conflicts. The parties hereby agree to expressly exclude from application the United Nations Convention or Contracts for the International Sale of Goods. Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally, sent by Certified or Registered Mail (Return Receipt Requested) or confirmed fax copy to Seller at its address on the face hereof to the attention of Notices, Suntuity Electric LLC., and to Purchaser at its address on the face of this Agreement. Notices delivered personally or by confirmed fax shall be effective upon receipt. Notices delivered by mail shall be deemed effective five calendar days after the dispatch. Purchaser agrees and understands that any financial obligations imposed by the connecting Utility over and above application fees, are clearly the financial responsibility of the Purchaser and are not deemed to off-sets against the Total Purchase Price.

## Read and Agreed

| NJ Address: Suntuity, 2137 Route 35 N, Holmdel, NJ 07733. | PA Address: 600 North 2nd Street, Harrisburg, PA 17101 | MD Address: Suntuity, 4371 Nicole Drive, Lanham, MD 20706 FL Address: Suntuity, 3030 Reynolds Avenue, Lakeland, FL 33803 | SC Address: Suntuity, 309 Rucker Road, Chapin, SC 29036 | MA Address: 213 Taunton Avenue, Seekonk, MA 02771 | RI Address: 222 Jefferson Boulevard, Warwick, RI 02888  
Phone: 732-979-2400 Fax: 732.979.2401 Web: [www.suntuitysolar.com](http://www.suntuitysolar.com)



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Signature (Seller) Suntuity.

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Signature (Purchaser(s))

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Type or Print Name and Title

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Type or Print Name and Title

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Date

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Date







### OHIO SPECIFIC DISCLOSURES

This Solar Photovoltaic Agreement ("Agreement") is made and entered into between Suntuity Electric LLC ("Suntuity" or "Seller"), Electrical Contractor License 49518, and the ("Purchaser").

1. **Change Orders.** Pursuit to Ohio Revised Code (SEC. 4722.03) if at any time a home improvement requires extra costs above the cost specified or estimated in the contract, and the total of all extra costs to date exceeds 10% of the contract cost. You have a right to an estimate of those costs before the contractor begins work related to those costs. Initial your choice of the type of estimate you require:

Written:

Oral:

2. **Notice of Cancellation.**

### NOTICE OF CANCELLATION

(transaction date)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel this home improvement contract, any payments made by you under the home improvement contract and any negotiable instrument executed by you will be returned within ten business days following receipt by the home improvement contractor of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

Suntuity

Not later than midnight of (date three days after transaction)

Located at:

2137 Route 35 N

Holmdel, NJ07733

I hereby cancel this transaction.

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Owner's signature

### NOTICE OF CANCELLATION

(transaction date)

| NJ Address: Suntuity, 2137 Route 35 N, Holmdel, NJ 07733. | PA Address: 600 North 2nd Street, Harrisburg, PA 17101 | MD Address: Suntuity, 4371 Nicole Drive, Lanham, MD 20706 FL Address: Suntuity, 3030 Reynolds Avenue, Lakeland, FL 33803 | SC Address: Suntuity, 309 Rucker Road, Chapin, SC 29036 | MA Address: 213 Taunton Avenue, Seekonk, MA 02771 | RI Address: 222 Jefferson Boulevard, Warwick, RI 02888  
Phone: 732-979-2400 Fax: 732.979.2401 Web: [www.suntuitysolar.com](http://www.suntuitysolar.com)





You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel this home improvement contract, any payments made by you under the home improvement contract and any negotiable instrument executed by you will be returned within ten business days following receipt by the home improvement contractor of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

Suntuity Electric LLC

Not later than midnight of **(date three days after transaction)**

Located at:

2137 Route 35 N

Holmdel, NJ07733

I hereby cancel this transaction.

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Today's Date

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Owner's signature



\*\* signature page to follow\*\*

**Read and Agreed**

\_\_\_\_\_  
Signature (Seller) Suntuity Electric LLC.

\_\_\_\_\_  
Signature (Purchaser(s))

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

