



Northern Lights Energy, Inc.
*Solar Electric Systems, Generators, Electrical
Contracting*

Customer Purchase Agreement (Sample)

This Customer Purchase Agreement (CPA) is made and entered into on _____, by and between **Northern Lights Energy**, a New York entity with a principal place of business at 365 Town Line Rd, Hermon, NY 13652 (hereafter referred to as "NLE") and

Customer Name
Street
City, State, Zip Code

hereon referred to as the "Customer". NLE and the Customer are sometimes referenced herein individually as a "Party" and collectively as the "Parties."

1. Purpose of Agreement

The Parties hereby agree that NLE will supply the Customer with all parts and installation listed below in the statement of work. In turn, the Customer will pay NLE the amount per the Payment Schedule found below minus the NYSEDA incentive listed below. The NYSEDA incentive, listed below in System Costs, is part of this payment and will come directly to NLE to cover a portion of this total cost.

2. Installation Schedule

Work specified in the Statement of Work is intended to be completed by xx/xx/xx. This assumes the building that is being constructed to hold the panels is ready for installation. The schedule and timeline of work is subject to change without prior notice by NLE and may be influenced by factors out of the control of NLE such as: availability of equipment, funding, weather conditions, strikes, unfavorable site conditions, sub-contractor progress, permit and utility approvals. NLE will endeavor to make the customer aware of any such factors and the resultant schedule changes. NLE is able to adjust the proposed work schedule to accommodate any homeowner restrictions.

3. Statement of Work

Northern Lights Energy will provide the described system (per presented estimate). Installation time (including labor and any physical site work, such as trenching, equipment rental, etc.) & materials are estimated and will be finalized when the system is commissioned (i.e. operational). Any additional system and/or cost adjustments, agreed to by both Northern Lights Energy and client, will also be made at commissioning.

NLE will arrange interconnection of the solar electric system with the applicable Utility

Main System Components and Warranty

The proposed system includes:

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Location and Type of system	Barn Roof
Number of Solar Panels	25
System Size	7.375 kW
Estimated Annual Production	8,910 kWhs
Site Annual Usage (From provided billing)	8,103
% of present annual existing usage	110%
Manufacturer of Solar Panels	SolarTech
Wattage of Panels	295

Number of Inverters	1
Manufacturer of Inverters	SolarEdge
Inverter Model	EV-SE7600H-US
Solaredge EV Charger included	YES

To Be Provided by building owner;
- All items to be provided by NLE

System Costs are as follows:

System Costs:	\$19,690.00
Solar Panels	\$8,116
Inverter	\$3,689
Racking	\$1,706
Balance of System	\$2,306
Parts Total	\$15,817
Permit and Inspection	\$184
Labor	\$3,689
Total of Complete System	\$19,690
NYSERDA Incentive	\$2,581

All equipment and material provided by NLE in the construction and operation of the proposed PV system is new, unless otherwise agreed upon, and carries Underwriter's Laboratory (UL) listings when available. All system components will be installed in a manner consistent to their UL listing. All work to be completed in a workerlike manner according to standard practices.

Data Logging: Every grid tie system comes with data logging capability. To access this feature the client must provide Internet access through a modem or computer with an Ethernet connection.

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Cellular data logging as an alternative is available only in very limited areas and depends on relevant cellular coverage.

Interconnection agreement (Net Metered Systems): The system will have an appropriate interconnection agreement that meets New York State's Standard Interconnection Requirements and systems will be installed in compliance with that agreement.

4. Payment Schedule

Payment is due based on the following schedule:

System Total Cost	\$19,690
NYSERDA incentive	\$2,581
Customer Cost	\$17,109
Payment 1 (contract signing)	\$200 (please pay this amount)
Payment 2 (parts arrival)	\$8,454
Balance Remaining	\$8,454 (received upon Completion)

A \$200 non-refundable deposit is due upon contract signing.

5. Incentives

This system is being installed under the provisions of Net Metering as set out by the NY State Public Service Commission (PSC). Under Net Metering any electricity you produce, measured in kWhs, will first offset electricity you might otherwise have purchased from your utility. Any extra kWhs produced on a daily basis will accrue to a kWh credit account maintained by your Utility. This credit is displayed on your monthly bill. This credit can be exchanged for additional kWhs during periods when your system production is insufficient to cover your usage (eg night and winter).

Net metering is annualized for residential systems. It is the responsibility of the system owner to determine the best anniversary month for your system. For most customers this will be in the spring. Your anniversary month is displayed on page 2 of your bill. This can be changed once by emailing a request for change to your utility.

At the anniversary of your system's interconnection to the power grid, your utility will convert any left over credit you may have to a monetary value based on the avoided cost of electricity. This monetary credit will be used to offset any costs from future bills, usually reducing an amount due on the monthly service charge.

Net metering is not annualized for commercial systems. Any left over credit may be carried forward

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to succeeding years.

Solar equipment and its installation are supported through various tax credits and incentives. Tax credits are the sole responsibility of the customer. Please consult your accountant to ensure tax credit applicability.

The following incentives are estimated for your system:

NYSERDA incentive	\$2,581
NYSERDA Affordable Inentive	\$0
Federal Tax Credit (estimated)	\$17,109
State Tax Credit (estimated)	\$5,130

- NYSERDA incentives are subject to change without notice. Any reduction in the incentive will require and amendment to the above agreement approved by both parties.
- Tax credits values are estimates only. Your ability to take the tax credits depend on your personal tax situation. Please consult with your tax preparer to confirm eligibility. NLE is not responsible for the homeowner inability to take any tax credits.

NLE is an approved affiliate under the "NYSERDA PON 2112" program to access rebates for grid ties solar electric installations. Applicable NYSERDA PV rebate applications will be submitted by NLE on the behalf of the customer. Certain rebate payments are contingent upon successful installation. All applicable rebate sums granted by NYSERDA are paid to NLE directly.

The parties understand that NYSERDA will not provide any rebate payments without evidence that all required permits and approvals are compliant.

Client agrees to allow NLE to apply 100% of the NYSERDA incentive payment directly to system costs. NYSERDA will not make payments without proof of all permits and approvals obtained. Client reserves the right to receive refund of any pre-payments, minus the initial \$200 nonrefundable fee, if not accepted into the NYSERDA incentive program.

NYSERDA incentives are subject to change. This contract is contingent on both parties agreeing to the available incentive level at the time of NYSERDA's acceptance of the incentive application. Either party may cancel this agreement if the incentive level at the time of NYSERDA acceptance is different from the date of signing.

6. Inspections

Customer is required to provide site access to: the electrical inspector, NYSERDA (where applicable)

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and NLE for inspections, data collection and promotional purposes, before, during, and after installation. All site visits shall be arranged in advance with Customer for convenience and minimal intrusion.

7. Publicity

Customer receiving rebates through NYSERDA's PON 2012 (grid ties solar systems) shall collaborate with NLE and NYSERDA's Director of Communications in the preparation of press releases and planning of any news conference concerning all PV system installations covered by this Agreement. Publicity, site visit and on-site promotion conducted by NLE or NYSERDA pertaining to the work covered by this agreement shall not take place without pre-authorization from the Customer. Parties agree that Customer's privacy will be protected to the greatest extent possible.

8. Insurance

NLE shall maintain or cause to be maintained throughout the term of this Agreement, insurance including: General Liability and Worker's Compensation. All such insurance shall be evidenced by insurance policies, each of which shall (1) name or be endorsed (when applicable) to cover the eligible installer as the insured, NYSERDA (when applicable) and the State of New York (when applicable) as additional insured (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and (3) be otherwise reasonably satisfactory to NYSERDA. Proof of insurance can be provided upon request.

The customer shall be responsible for insuring the system for damages caused by flooding, tornadoes, storms, fire and other acts of nature. NLE shall not be held liable for such damages

9. Maintenance and Repairs

This contract includes and maintenance and repairs related to issues resulting from installation required to keep the System operating as intended for the 5 year warranty period.

This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended after the 5-year warranty period is complete.

This contract does not include System Repairs, actions needed to fix malfunctions after the 5-year warranty period is complete.

10. Warranty

This warranty shall cover the full cost, including labor, of repair or replacement of defective

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components or systems; maximum liability is limited to the value of the purchase for a **5-year** period from completion of installation. Underlying roofing on roof based systems is warranted from leaks resulting from system installation for the same 5 year period.

NLE's reliance on warranties during this period is limited to any warranties provided by contractors, vendors, manufacturers, etc. Warranties of the equipment and hardware installed are subject to warranties and guarantees issued by the manufacturer. Documentation regarding such warranties is stored and managed by NLE.

The 5-year warranty is transferable to future property owners, but does not cover vandalism or theft of the system. The equipment manufacturers' warranty is the sole & exclusive remedy available to the purchaser, after the 5-year full warranty detailed above has expired.

NLE acknowledges that neither NYSERDA nor any of its consultants are responsible for assuring that the design; engineering and construction of the project or installation of the PV systems are proper or comply with any particular laws (including patent laws), regulations, codes or industry standards. NYSERDA does not make representations of any kind regarding the energy production to be achieved by the PV systems or the adequacy or safety of methods taken to achieve this production.

Solar Panels: Solar Panels are certified by a nationally recognized testing laboratory as meeting the requirements of the Underwriters Laboratory (UL) Standard 1703.

Inverter: Inverters are certified as meeting requirements of IEEE Standard 929-2000 and UL 1741 and be listed on the New York State Public Service Commission's list of eligible, or type-tested, inverters:
(www.dps.state.ny.us/SIRDevices.PDF).

Other Electrical Components: All other electrical components of the systems such as charge controllers, batteries, wiring, and metering equipment are certified as meeting the requirements of any relevant national and state codes and standards.

11. Guarantees

This contract does not guarantee savings. Actual savings are based on a number of factors outside NLE's control including but not limited to: market costs for electricity, actual usage by the owner at the site, any system downtime resulting from owner or power company activity, and/or failure of components from manufacturer error.

Every effort has been made to design a system that will produce, on average, the proposed kWhs

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stated above. This contract does not however guarantee a minimum level system of performance or production of energy. Actual production is based on a number of factors outside NLE's control including but not limited to: weather, any system downtime resulting from owner or power company activity, and/or failure of components from manufacturer error.

12. Effective

This Agreement shall become effective upon its execution by the Parties and shall remain in effect for five (5) years from such date.

13. Enforcement

NLE's failure to enforce any provisions of this agreement or to require performance by the other Party of any provisions hereof shall not be construed to be a waiver of such provision, nor in any way affect the validity of this agreement or NLE's right to enforce every provision.

14. Title to Equipment

Title to all equipment to be installed under this agreement shall vest with the Customer once components are delivered to the site.

15. Change Orders

NLE reserves the right to submit revised statements and/or change orders for unforeseen, supplemental performance necessitated by conditions generated outside NLE's control at the site relating to system design, engineering, array mounting and installation factors. Changes to the contract require a written change order signed by the contractor and customer.

16. Termination

Either Party may terminate this Agreement with cause by notifying the other party in writing of its intent to terminate for non-performance and providing the non-performing party 15 business days to fulfill its contractual obligations. In the event either Party wishes to terminate without cause due to circumstances not covered by this agreement, the Customer and NLE agree to enter into mediation to resolve any disputes regarding such termination. Should mediation fail, the Parties agree to enter into binding arbitration in order to resolve their respective outstanding legal obligations stemming from this agreement. In any event, the Parties agree (1) that should the Customer terminate the agreement without cause, NLE is entitled to full contractual payment, as described in Payment Schedule above and (2) should NLE terminate the Agreement without cause; the Customer is entitled to reimbursement for incomplete or undelivered services and/or materials for which NLE has received compensation.

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17. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York applicable to contracts negotiated, executed and to be performed wholly within New York State. In the event of a dispute, both parties agree to adjudication before the American Arbitration Association in the State of New York, in the City of New York.

If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

18. Miscellaneous

This Agreement and Attachment B, NYSEDA's Addendum to Customer Purchase Agreement, contains the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understandings or communications.

Any modification to this agreement must be in writing, signed by authorized representatives of both parties, and approved by NYSEDA in order to be effective.

Neither NYSEDA nor the State of New York: (1) endorse any eligible installer; or (2) guarantee or in any way represent or assume liability for any work proposed or carried out by an eligible installer. Additionally, NYSEDA is not responsible for assuring that the design, engineering and construction of the project or installation of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards.

You, the Customer, may cancel this transaction at any time prior to midnight of one week from date above. Cancellation must be done in writing.

As the Customer, I certify that I have read and agree to this contract agreement, including attachments, payment schedule and standard terms and conditions.

The prices, specifications and conditions are satisfactory and are hereby accepted. NLE is authorized to do the work as specified. Payment will be made as outlined in the attached payment timeline

Customer Name

Date: _____

Date: xx/xx/xx

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Scott Shipley, Northern Lights Energy

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