



**Northern Lights Energy, Inc.**

*Solar Electric Systems, Electrical Contracting, EV  
Chargers, Ductless Mini Splits, Heat Pump Water Heaters*

## *Customer Purchase Agreement*

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 Address**

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.

### **2. Installation Schedule**

Work specified in the Statement of Work is intended to be completed by the date listed below in the Statement of Work. 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:



**Northern Lights Energy, Inc.**  
*Solar Electric Systems, Electrical Contracting, EV  
 Chargers, Ductless Mini Splits, Heat Pump Water Heaters*

Location and Type of system	Barn Roof
Number of Solar Panels	30
System Size	12.300 kW
Estimated Annual Production	13,603 kWhs
Site Annual Usage (From provided billing)	17,807
% of present annual existing usage	76%
Manufacturer of Solar Panels	Q cells
Wattage of Panels	410
Number of Inverters	1
Manufacturer of Inverters	SolarEdge
Inverter Model	SE10000H-US
Estimated Start Date	4/25/24
Estimated Completion Date	5/30/24

Additions to Solar  
 None

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

System Costs are as follows:

Solar Panels	\$10,267
Inverter	\$4,667
Racking	\$2,158
Balance of System	\$2,917
<b>Parts Total</b>	<b>\$20,010</b>
Permit and Inspection	\$233
Labor	\$4,667
<b>Total of Complete System</b>	<b>\$24,910</b>

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.

Initials \_\_\_\_\_ Date \_\_\_\_\_

365 Town Line Rd., Hermon, NY 13652  
 315-854-0580  
[www.nlightsenergy.com](http://www.nlightsenergy.com) / [scott@nlightsenergy.com](mailto:scott@nlightsenergy.com)  
 NAPCEP certified



**Northern Lights Energy, Inc.**  
*Solar Electric Systems, Electrical Contracting, EV  
 Chargers, Ductless Mini Splits, Heat Pump Water Heaters*

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. 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:

Customer Cost	\$24,910			
Payment 1 (contract signing)	\$200	<b>(please pay this amount)</b>		
Payment 2 (parts arrival)	\$12,355			
<b>Balance Remaining</b>	\$12,355	<b>(received upon Completion)</b>		

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). Any left over credit may be carried forward to succeeding years.

Solar equipment and its installation are supported through federal and state tax credits. 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:

Federal Tax Credit (estimated)	<b>\$7,470</b>
State Tax Credit (estimated)	<b>\$0</b>

Initials \_\_\_\_\_ Date \_\_\_\_\_

365 Town Line Rd., Hermon, NY 13652  
 315-854-0580  
[www.nlightsenergy.com/scott@nlightsenergy.com](http://www.nlightsenergy.com/scott@nlightsenergy.com)  
 NAPCEP certified



**Northern Lights Energy, Inc.**

*Solar Electric Systems, Electrical Contracting, EV  
Chargers, Ductless Mini Splits, Heat Pump Water Heaters*

- 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.

**6. Inspections**

Customer is required to provide site access to: the electrical inspector 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. 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 name or be endorsed (when applicable) to cover the eligible installer as the insured. 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

**8. 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.

**9. Warranty**

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

Initials \_\_\_\_\_ Date \_\_\_\_\_

365 Town Line Rd., Hermon, NY 13652  
315-854-0580  
www.nlightsenergy.com/scott@nlightsenergy.com  
NAPCEP certified



**Northern Lights Energy, Inc.**  
*Solar Electric Systems, Electrical Contracting, EV  
 Chargers, Ductless Mini Splits, Heat Pump Water Heaters*

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.

**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.

**10. 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 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.

**11. Effective**

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

**12. 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

Initials \_\_\_\_\_ Date \_\_\_\_\_

365 Town Line Rd., Hermon, NY 13652  
 315-854-0580  
 www.nlightsenergy.com/scott@nlightsenergy.com  
 NAPCEP certified



**Northern Lights Energy, Inc.**  
*Solar Electric Systems, Electrical Contracting, EV  
 Chargers, Ductless Mini Splits, Heat Pump Water Heaters*

way affect the validity of this agreement or NLE’s right to enforce every provision.

**13. 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.

**14. 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.

**15. 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.

**16. 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>.

**17. Miscellaneous**

Initials \_\_\_\_\_ Date \_\_\_\_\_

365 Town Line Rd., Hermon, NY 13652  
 315-854-0580  
[www.nlightsenergy.com/scott@nlightsenergy.com](http://www.nlightsenergy.com/scott@nlightsenergy.com)  
 NAPCEP certified



**Northern Lights Energy, Inc.**  
*Solar Electric Systems, Electrical Contracting, EV  
 Chargers, Ductless Mini Splits, Heat Pump Water Heaters*

This Agreement contains the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understandings or communications.

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: \_\_\_\_\_

*Scott Shipley*

\_\_\_\_\_  
 Scott Shipley, Northern Lights Energy

Date: 07/02/24

Initials \_\_\_\_\_ Date \_\_\_\_\_

365 Town Line Rd., Hermon, NY 13652  
 315-854-0580  
[www.nlightsenergy.com/scott@nlightsenergy.com](http://www.nlightsenergy.com/scott@nlightsenergy.com)  
 NAPCEP certified