

## **RESIDENTIAL SOLAR PHOTOVOLTAIC SYSTEM AGREEMENT**

This Sales and Installation Agreement (**Agreement**) made and entered into on \_\_\_\_\_, is the agreement between Group Solar U.S.A. (**GSU**), located at 3333 Henry Hudson Parkway Suite 1A, Bronx NY 10463.

And \_\_\_\_\_ residing at \_\_\_\_\_ (**PURCHASER**) for the sales, design and installation of a Solar Photovoltaic System (**SPS**) as described herein.

Purchaser Name: \_\_\_\_\_  
Installation Site Address (**ISA**): \_\_\_\_\_  
Purchaser Phone Number: \_\_\_\_\_

Number/Amount	Description of Significant Equipment
Meter No. For Site:	#
_____ kW	A turnkey grid connected Solar Photovoltaic System consisting of monocrystalline solar panels; Inverter; Racking, Flashing, AC Disconnect switch and all hardware and labor necessary for the installation of the Solar Photovoltaic System.
Twenty Five (25) Years	Manufacturer Warranty covering the solar panels (modules).
Twenty Five (25) Years	Manufacturer Warranty covering the inverters.

Contract Price: \$ _____		<b>Approximate Time Line</b> Start Date: _____ Completion Date: _____ Subcontractor License: _____	
Schedule of Payments: Down Payment: \$ _____			
Financing by:		Numbers of Monthly Payment:	
Total System Financing: \$ _____		% APR _____	
Estimated Monthly Payment: \$ _____		_____	
_____		_____	

**SEE ADDITIONAL PAGE HEREOF FOR ADDITIONAL TERMS, CONDITIONS AND COVENANTS WHICH FORM A PART OF THIS AGREEMENT**

### **Purchaser**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Group Solar U.S.A.**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**YOU MAY TERMINATE THIS AGREEMENT IF NOT APPROVED FOR FINANCING OR INCENTIVES AT NO COST AT ANY TIME PRIOR TO COMMENCEMENT OF ENGINEERING & BUILDING PERMITS PROCESS, WHICH BEGIN DIRECTLY AFTER THE ENGINEERING SITE VISIT.**



Scope of the Work: GSU will survey the ISA and design an appropriate SPS. GSU will obtain all permits necessary for the installation of the SPS and install the SPS system as per the terms of this Agreement.

### **Terms and Conditions**

1. Binding Effect: **The binding effect of this Agreement is subject to execution by an authorized officer of GSU. If Purchaser is not approved for financing and/or if the building permits are not approved, the application will be withdrawn without any penalties.**

2. Equipment: GSU agrees to sell and Purchaser agrees to purchase the equipment from GSU, at the sale price set forth on page one (1) of this document and subject to the terms and conditions of this Agreement. The equipment can be altered, upon agreement by the parties, and, if necessary as determined by GSU, or upon GSU's inability to obtain the specific brand of equipment listed.

3. Payment and Rebates: The total sale price is payable as specified on page one (1) of this Agreement.

a. Rebate and incentive calculations provided by GSU are estimates based on assumptions that may not be applicable based on the circumstances specific to the Purchaser's SPS project. **We do not guarantee any particular Rebate amount, regardless of the amount calculated in the proposal, for the following reasons:** The Rebate Program periodically reduces rebate levels, sometimes with little or no advance warning; The rebate may decrease due to reasons within your control, including without limitation, if you cause or request a delay of installation of your System, if you do not timely return completed rebate paperwork or make a Progress Payment, or if you do not make previously-agreed changes to your Property such as reducing shading; Increases to your System size that may be made after we have submitted the rebate reservation will be at the Rebate Program's then-current rebate level, which may be lower than the rebate level when the original reservation application was made; Shade reduces power output, and therefore will reduce the available rebate; To maximize your rebate, Contractor recommends you remove any features that will shade your System before we submit the rebate reservation paperwork and prior to installation. If you agree to reduce shading in order to obtain a certain rebate level, you agree to perform the necessary work prior to installation, and maintain shading levels for the period required by the Rebate Program.

b. Actual rebates and incentives are variable as eligibility requirements, GSU will use good faith reasonable efforts to help Purchaser secure applicable rebates and incentives, but GSU shall have no financial obligation to Purchaser regarding actual rebate and incentive amounts received. Purchaser agree to give GSU all information and documents necessary for the rebate to be reserved, processed and paid to Purchaser.

c. GSU is not responsible for delays in work due to the actions of any permitting or regulatory agencies or their employees.

d. Purchaser shall be responsible for any taxes now or hereafter imposed.

4. Shipment: Once GSU has obtained all approvals and permits necessary to commence installation and the Equipment is ready to be shipped, GSU shall advise Purchaser of estimated date of Equipment arrival. GSU may store the Equipment at Purchaser's Installation site. GSU's obligations, as described in this Agreement, may be subject to delays incident to labor difficulties, fires, casualties and accidents; acts of G-D, acts of war or the public enemy; transportation difficulties; governmental interference or regulations; inability to obtain equipment, material or qualified labor sufficient to fill its orders in a timely manner; and other causes beyond GSU's control. All such incidents will be considered Force Majeure events.

5. Applications, Approvals, Credits and Grants: GSU will complete all forms required for the approval of Purchaser's utility Inter-connection. Purchaser must submit all information required for completion of these forms in a timely manner, so as not to cause unnecessary delays. **Contractor is not a tax expert or financial advisor. You must also consider whether you will be able to take advantage of tax credits.**

6. Installation:



- a. Purchaser is responsible for providing a safe work environment and timely access to the areas upon which the SPS is to be installed.
- b. In the event that GSU, in its sole discretion, determines that the ISA is not amenable to the installation of the SPS, GSU may terminate this Agreement.
- c. Purchaser agrees to provide, at no charge, storage of and access to the SPS equipment.
- d. Due to space restrictions on purchaser's property, system size specified on page one (1) of this Agreement. will be a partial coverage system.
- e. Purchaser acknowledges that the planned location of solar panels may be currently shaded, and customer is willing to trim or cut down trees as necessary. GSU will pay for up to **\$750** of tree trimming/cutting costs.

**7. Property Conditions:** Purchaser is responsible for the structural integrity of the location where the SPS is installed. GSU is not responsible or liable for any known or unknown property conditions, including damage to old, deteriorated or improperly installed sub-roofing, roof covering or supports, siding, exterior covering/painting or any other non-visible conditions at the installation site. GSU is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Purchaser's property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

**8. Title & Risk of Loss:** GSU warrants that, upon completion of the SPS Installation, free and clear title to the Equipment shall pass to Purchaser.

**9. ADDITIONAL RIGHTS TO CANCEL: YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO COMMENCEMENT OF ENGINEERING PROCESS AND BUILDING PERMITS, WHICH BEGIN DIRECTLY AFTER THE ENGINEERING SITE VISIT.**

**10. GSU's Remedies Upon Purchaser's Cancellation or Breach:** Without limiting any of GSU's other rights and remedies upon breach by Purchaser; GSU shall have the right to: remove any project materials or equipment and to be reimbursed for all costs incurred by GSU.

**11. Group Solar USA Insurance: GSU carries commercial general liability insurance. Upon request, GSU will provide you with proof of Liability Insurance.**

**12. Media:** Purchaser grants GSU the right to publicly use, display, share or advertise photographic images and project details and any other information related to Purchaser's SPS, unless Purchaser objects to same in writing.

**13. Dispute Resolution:** All disputes arising out of or relating to this Agreement shall be resolved by binding Arbitration in accordance with the rules of the American Arbitration Association (AAA). Arbitrators shall be selected and agreed to by both parties, provided that if the parties cannot agree upon the selection of the Arbitrator(s) the rules of AAA with respect to selection of arbitrators shall govern. The costs of arbitration are to be divided equally by the parties except that each party is to bear its own expenses for its witnesses, evidence and attorneys. The decision of the arbitrator shall be final and binding and enforceable in any court of competent jurisdiction. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. We agree that any dispute that arises between GSU and Purchaser shall be resolved exclusively by arbitration.

**14. Warranties:**

- a. LIMITED WARRANTY



i. The SPS is warranted under the terms as set forth in this agreement and there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, suitability or performance of the project or its installation.

ii. GSU has no responsibility with manufacturer warranties other than to transfer them to purchaser.

iii. GSU warrants the installation of the SPS against defects in workmanship during the first 5 years. This warranty does not cover any force majeure events, damage normally covered by homeowner's insurance, power outages, normal wear and tear of the roof, roof shingle failure, sub-structure failure siding or electrical system failure. GSU specifically disclaims any guaranteed output of the SPS, including any claims made orally or in writing by GSU, its agents or subcontractors.

iiii. **5-Year Limited Roofing Penetration Warranty.** GSU warrants Your roof against damage and water infiltration at each roofing penetration made by GSU in connection with the installation of the System and the surrounding area of each such penetration (collectively, the "Covered Roof Areas"). GSU will repair damage to Your roof and repair or compensate You for actual physical damage to Your property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas.

**b. LIMITATION OF LIABILITY**

i. GSU and Purchaser agree there are no consequential damages. Each party's liability to the other under this agreement shall be limited to direct, actual damages only. GSU and Purchaser agree that in no event shall either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages.

ii. **Actual Damages. Actual liability for damages by either GSU will not exceed \$2,000,000; including without limitation damages to purchaser's home or property during the installation of the project or resulting from the project.**

iii. **No Express or Implied Warranties.** Except as expressed in the other parts of this agreement, GSU disclaims and Purchaser waives all express or implied warranties including without limitation any implied warranties of merchantability and fitness for a particular purpose. GSU will not be liable to purchaser under this warranty if an alleged defect in any work or equipment was caused by purchaser's or any third person's [for whom GSU is not responsible] misuse, neglect, unauthorized attempts to repair, or any other cause beyond the range of intended use, or by accident, fire, lightening or other hazard.

15. **Indemnification:** Purchaser shall indemnify and hold GSU and GSU's affiliates harmless from and against any and all losses, expenses and damages arising out of or incident to willful or negligent acts or omissions of the Purchaser.

16. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all negotiations, prior discussions and preliminary agreements made prior to this dated Agreement. Any modifications, changes or amendments shall be made in writing and signed by an authorized representative of both parties. 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 giving effect to the conflict of laws principle.

[Date]: \_\_\_\_\_

[Buyer's (Owner's) Signature(s): \_\_\_\_\_

**NOTICE OF RIGHT TO CANCEL**

YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAYS AFTER YOU SIGN THIS AGREEMENT. CANCELCATION SHOULD BE COMMUNICATED IN WRITING OR EMAIL TO GROUP SOLAR USA TO 3333 HENRY HUDSON PARKWAY, SUITE 1A, BRONX NY 10463.



\_\_\_\_\_ **THREE (3)-DAY RIGHT TO CANCEL – NOTIFICATION FORM NOTICE OF CANCELLATION**

**Date of Transaction:** \_\_\_\_\_

[date Contractor returns fully signed copy of this Contract to Owner(s)]

Three (3)-Day Right to Cancel Notice (applicable to all projects unless (i) negotiated at our place of business; (ii) subject to the seven (7)-day right to cancel; or (iii) the Contractor is subject to license under the Alarm Company Act).

You, the Customer, have the right to cancel this Contract within three (3) business days. You may cancel by e-mailing, mailing, faxing or delivering a written notice to us at our place of business by midnight of the third business day after you received a signed and dated copy of the Contract that includes this Notice. Include your name, your address, and the date you received the signed copy of this Contract and this Notice.

If you cancel, we must return to you anything you paid within ten (10) days of receiving the Notice of Cancellation. For your part, you must make available to us at the Site, in substantially as good condition as you received it, any goods delivered to you under this Contract. Or, you may, if you wish, comply with the Contractor's instructions on how to return goods at our expense and risk. If you do make the goods available to us and we do not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may keep the goods without any further obligation. If you fail to make them available to us, or if you agree to return the goods to us and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this Contract, mail via certified mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to: Group Solar USA, 3333 Henry Hudson Parkway, #1A, Bronx, NY 10463 or send a fax to (718) 744-2626 not later than midnight of three business days from date of execution of the contract by Customer.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND MY RIGHT TO CANCEL WITHIN THREE (3) BUSINESS DAYS.**

**Buyer's Signature of Acknowledgment and Understanding:** \_\_\_\_\_

**TO CANCEL: DATE AND SIGN BELOW, AND NOTIFY Contractor OF YOUR INTENT TO CANCEL:**

**[Date]:** \_\_\_\_\_

**[Buyer's (Owner's) Signature(s) to Cancel]:** \_\_\_\_\_



(DUPLICATE COPY)  
\_\_\_\_\_ **THREE (3)-DAY RIGHT TO CANCEL – NOTIFICATION FORM NOTICE OF  
CANCELLATION**

**Date of Transaction:** \_\_\_\_\_  
[date Contractor returns fully signed copy of this Contract to Owner(s)]

Three (3)-Day Right to Cancel Notice (applicable to all projects unless (i) negotiated at our place of business; (ii) subject to the seven (7)-day right to cancel; or (iii) the Contractor is subject to license under the Alarm Company Act).

You, the Customer, have the right to cancel this Contract within three (3) business days. You may cancel by e-mailing, mailing, faxing or delivering a written notice to us at our place of business by midnight of the third business day after you received a signed and dated copy of the Contract that includes this Notice. Include your name, your address, and the date you received the signed copy of this Contract and this Notice.

If you cancel, we must return to you anything you paid within ten (10) days of receiving the Notice of Cancellation. For your part, you must make available to us at the Site, in substantially as good condition as you received it, any goods delivered to you under this Contract. Or, you may, if you wish, comply with the Contractor's instructions on how to return goods at our expense and risk. If you do make the goods available to us and we do not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may keep the goods without any further obligation. If you fail to make them available to us, or if you agree to return the goods to us and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this Contract, mail via certified mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to: Group Solar USA, 3333 Henry Hudson Parkway, #1A, Bronx, NY 10463 or send a fax to (718) 744-2626 not later than midnight of three business days from date of execution of the contract by Customer.

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WITHIN THREE (3) BUSINESS DAYS.**

**Buyer's Signature of Acknowledgment and Understanding:** \_\_\_\_\_

**TO CANCEL: DATE AND SIGN BELOW, AND NOTIFY Contractor OF YOUR INTENT TO CANCEL:**

**[Date]:** \_\_\_\_\_

**[Buyer's (Owner's) Signature(s) to Cancel]:** \_\_\_\_\_



## UNDERSTANDING REBATES AND TAX CREDITS

Contractor is not a tax expert or financial advisor. Contractor cannot guarantee whether you will qualify for a solar rebate or tax credit, nor can Contractor guarantee the amount of any solar rebate or tax credit you may receive. Not all customers may be eligible for a rebate or tax credit. Please consult with your financial advisor.

You must also consider whether you will be able to take advantage of tax credits. Tax credits are generally only useful if you have tax liabilities equal to or greater than the tax credit. Tax credits are not refundable but can often be carried over to the next tax year, which means that you may be able to take advantage of your tax credit in subsequent tax years. Please consult with your financial advisor if you have further questions.

Regardless of whether you apply for or receive a government rebate or tax credit, you will be responsible for paying the contract price for your solar installation project. By signing below, you acknowledge that you have read and understood the above and understand your responsibility to pay for your solar energy project regardless of any solar rebates or tax credits you may obtain.

[Date]: \_\_\_\_\_

[Buyer's (Owner's) Signature(s): \_\_\_\_\_



## UNTIMELY CANCELLATION OR LIQUIDATED DAMAGES

You agree that in the event you attempt to cancel this Contract without the express written consent of Contractor, for any reason other than those set forth in Section 1, or after the expiration of the date set forth in Three (3)-Day Right to Cancel Notice, Contractor will be owed, and you agree to pay for the following completed tasks as follows:

- \$1,000.00 for a site inspection;
- \$2,500.00 for plans and engineering;
- \$2,000.00 for obtaining a permit;
- \$2,500.00 for restocking of pre-ordered solar system equipment including shipping costs associated with

shipping materials to and from the Property; and/or

If installation is complete, Customer agrees to pay agreed upon contract price.

Alternatively, if it would be impractical or extremely difficult to fix actual damages. Accordingly, you acknowledge and agree that you shall pay to Contractor, as liquidated damages, and not as a penalty, the sum of seven thousand five hundred dollars (\$7,000.00) which represents reasonable compensation for the loss incurred because of such untimely cancellation.

**I have read this CANCELLATION POLICY and acknowledge that I fully understand the terms.**

**I agree to the arbitration.**

**[Date]:** \_\_\_\_\_

**[Buyer's (Owner's) Signature(s)]:** \_\_\_\_\_

