

C O N T R A C T F O R S E R V I C E S

Date: XXX

Seller and Purchaser agree as follows:

Seller: Benchmark Builders of Erie County, Inc
Address: 1301 Staley Rd, Grand Island, NY 14072

Purchaser: XXX **Phone:** XXX
Address: XXX

1. AGREEMENT. Seller shall sell and purchaser shall buy on the terms stated in this contract.

2. SERVICES to be PERFORMED. The Seller agrees, to perform the following services for the Purchaser. Design and install an: [INSERT SYSTEM DESCRIPTION]
XX kWdc [] Roof Mounted [] Ground Mounted PV solar electric system. Seller to install quantity XX [INSERT SOLAR MODULE MODEL and NAME] modules on front [INSERT LOCATION(S) WHERE MODULES TO BE INSTALLED AND ORIENTATION AZIMTIUH and PITCH AT EACH LOCATION]. Installation will be in accordance with plans and specifications signed by Seller and Purchaser. Schedule A, attached which both parties have inspected and initialed. Schedules A Plans and Specifications are incorporated into this contract by reference. Seller is obligated only to All ITEMS marked on the attached specifications. Any additional changes or items that the Purchaser may request the Seller to perform are considered extra and the Purchaser and Seller shall draw up a written agreement for the performance of these extra items. The agreement shall state duty or change to be performed and price. Seller and Purchaser shall sign the agreement. Such agreements shall become Schedule C of this contract and are incorporated into this contract by reference. The cost of any such extras on Schedule C shall be paid upon completion of the extra service or delivery of extra equipment.

Construction shall be of good and workmanlike quality and shall be in accordance with the requirements as to material and workmanship of the municipality in which the Property is located.

3. TERMS OF PAYMENT. Seller shall be paid according to the Schedule of Payments set forth in Schedule D attached to and made part of this agreement. Seller will provide Purchaser with an invoice upon completion of each item in Schedule D. Purchaser shall pay Seller upon receipt of the invoice. The Seller will not continue services until Seller is paid for each invoice given to the Purchaser. These payment terms may be modified but only in writing and signed by the Seller and the Purchaser.

EQUIPMENT AND SUPPLIES. Seller will provide all equipment, tools and supplies necessary to perform the contractual services.

4. CHANGES AND DETERMINATIONS BY SELLER. The Seller reserves the right to make such changes and/or substitutions in the construction as may be necessary because of the unavailability of materials through the Seller's ordinary and usual sources of supply or as may be required by law provided the changes are of equal or better quality. The Purchaser and Seller will agree upon these changes and they will be written on Schedule C and signed by both parties. NYSERDA must also approve all change orders.

5. INDEPENDENT CONTRACTOR STATUS. The Seller is an independent contractor in the performance of the services. Seller and Purchaser agree to the following rights consistent with an independent contractor relationship. Seller will have the right to control and determines methods and means of performing contractual services. Seller has the right to hire assistants and subcontractors to assist in providing the services required in this agreement. Purchaser will not withhold any tax payments such as Social security, Medicare, State or Federal from monies due the Seller. Nor shall the Purchaser make any of these payments in the Sellers behalf.

6. GOVERNING LAW. This agreement will be governed and construed in accordance with the laws of the State of New York.

7. SEVERABILITY. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited to the extent necessary to render it valid and enforceable.

8. COMPLETION. INABILITY TO COMPLETE. Seller shall not be liable if it is unable to complete construction or for any delays in completion of construction occasioned by: (i) governmental restrictions on manufacture, sale, distribution and/or use of necessary materials because of strikes, lockouts, fires, floods, earthquakes or other acts of God, military operations and requirements, national emergencies etc.; (iii) the failure of necessary utilities to be installed to service the property.

9. WORK BY OTHER THAN SELLER. Purchaser shall not authorize or permit any work to be performed or any materials to be installed or supplied to the system by any person or persons not employed by or under contract to the Seller, without the prior written notice consent of the Seller.

10. WARRANTY. The Seller makes no implied warranty or any other warranties, express or implied, in conjunction with this contract, and all such warranties are excluded, except as specifically provided in the limited warranty annexed to this contract and known as Schedule F. The express terms of the limited warranty are hereby incorporated in this contract, and there are no warranties, which extend beyond the face thereof.

11. RESTRICTION OF ASSIGNABILITY. This agreement is binding upon the heirs, executors, and administrators of the respective parties and it is expressly understood and agreed that neither Seller nor Purchaser will assign this contract without the written consent of the other.

12. ADDENDA TO THIS CONTRACT. Attached hereto and made part of this Contract are the following:

Schedule A –Specifications & Plans

Schedule C -Changes, Additions or Deletions to plans and/or specifications

Schedule D – Payment Terms to Contract

Schedule E – NYSERDA NY-Sun Addendum To Customer Agreement

Schedule F - Warranty

13. ENTIRE AGREEMENT. This contract of service contains the entire agreement between Seller and Purchaser and nothing is binding on either of them that is not contained in this contract. This contract is intended to bind the Seller and Purchaser and those who succeed to their interests.

SELLER
Benchmark Builders of Erie County, Inc.

DATE

PURCHASER

DATE

SCHEDULE A

SPECIFICATIONS AND PLANS TO SERVICE CONTRACT

Date: XXX

Seller: Benchmark Builders of Erie County, Inc
Address: 1301 Staley Rd, Grand Island NY 14072

Purchaser: XXX **Phone:** XXXX
Address: XXXXX

[X] Seller will apply for NYSEDA rebate funding for installation of Purchaser's PV solar electric system. The rules for NYSEDA NY-Sun Solar PV Program will be followed by Seller and Purchaser. This includes the Purchaser agreeing to a Clip Board Energy walk or Signing the Energy Star Non Residential Letter as outlined in the NYSEDA NY-Sun Addendum Attached Schedule E.

1. Schedule of Work To Be Completed.

A) Perform Solar Performance Site Survey

B) Seller to [X] Residential: Perform Clip Board Energy Walk as required by NYSEDA Schedule E. Purchaser to sign off upon completion of energy walk document and document is to be submitted to NYSEDA with incentive application.

C) Submit All NYSEDA rebate incentive paperwork and Local Utility [INSERT UTILITY] Application. NYSEDA and utility approvals will take approximately 6-8 weeks. As per the NYSEDA Incentive agreement, neither installation nor equipment can be ordered for the PV Solar electric System until NYSEDA and the utility returns written approval of the PV Solar electric System being installed. Seller or Purchaser may perform other structural improvements, if necessary, while waiting for the NYSEDA and utility approvals. If NYSEDA or the utility deny the application for this project due to lack of funds or net metering unavailability this contract will be terminated, neither party will have a claim against the other. Deposits for work completed for Site Survey, NYSEDA and utility applications, engineering and building permits are not refundable.

D) PERMITS:

[] Seller to apply for building permit for solar electric system at the municipality. This contract does not include any costs for building code upgrades. Some municipalities require a buildings smoke and carbon monoxide detectors be upgraded to the current building code when any new permitted work is done to the building.

Any structural improvements necessary for the installation of the PV Solar Electrical System as required by the municipality are not included in this agreement. The Purchaser can perform these improvements (if any) at this time or hire the Seller to perform them. If the Seller performs improvement they would be added to Schedule C Change Orders and payment for work due upon their completion. These building improvements may be but are not limited to, new roofing materials and added structure supports

[] Purchaser already has all approvals and city building permits required. Seller will need a copy of the building permit for the NYSEDA application

E) Upon written approval of the PV solar electric system by NYSEDA and [INSERT UTILITY], order all equipment necessary for PV Solar Electric System installation. Seller and Purchaser to sign invoices of equipment delivered as required by NYSEDA rebate incentive application.

G) Complete PV solar electric system construction within 210 days of equipment delivery. Solar roof installation is weather Dependent. Roof work cannot be performed when there is snow or ice on the roof. Seller needs site access, Seller is not responsible for snow removal. Seller will take site care for system installation but Seller is not responsible for lawn restoration due to trenching or other equipment.

H) Acquire building and electrical inspections as required for the PV installation only.

I) Commission system to public utility.

J) Seller to perform system operation checkout with the Purchaser. Seller will provide Purchaser with all equipment operators' manuals. Seller will assist Purchaser in the setup of Solar PV data logging equipment to the Purchaser's computer network if this equipment was provided by the Seller as part of the PV Solar Electric System. Seller will only provide data monitoring support for equipment provided by the Seller. Purchaser must provide data monitoring interconnection support to their computer network. Depending on Purchaser's computer network complexity Purchaser may be required to hire a third party for this network setup.

SCHEDULE A
SPECIFICATIONS AND PLANS TO SERVICE CONTRACT

2. Equipment & Cost Break Down for PV Solar Electric System.

Services to be Performed, Installation & Equipment Description:

Install XX kWdc solar electric system on [INSERT PROPERTY INSTALL ADDRESS AND SYSTEM LOCATION]

Final system design three line electrical diagram and site layout diagram to be agreed upon and signed by Seller and Purchaser.

[] Roof Mount: The modules will be mounted at existing roof angles of approximately XXdegrees.

XX modules mounted on [INSERT MODULE MOUNTING LOCATION]

[INSERT RACKING MAKE & MODEL] Rack Mounting System used for attachment.

This Includes Metal Flashed Shingle attachment. Flashed Soladeck Junction Box Used for Roof Penetrations and junction boxes

Modules: Quantity XX – [INSERT MAKE MODEL AND KW PER MODULE]

Inverter: Quantity XX – [INSERT MAKE AND MODEL AND STRINGS].

Balance of System: - [INSERT COMBINERS, BREAKERS, DISCONNECTS AND INTERCONNECTION TYPE DETAILS]

Communications: [INSERT COMMUNICATIONS DEVICES AND LOCATIONS]

NYSERDA INCENTIVE SYSTEM COST REBATES:

This system qualifies for a NYSERDA incentive under NY-Sun as of [INSERT DATE] in the amount of \$XXX.

This incentive is paid to the Installer (Seller) and deducted from the total system contract cost.

The NYSERDA incentive amount may change depending on NYSERDA funds available.

Purchaser would be responsible for any difference not provided by the NYSERDA incentive NY-Sun.

Purchaser will be notified by the Seller if the NYSERDA incentive decreases and additional funds the Purchaser would have be due.

If the NYSERDA incentive is decreased the Purchaser will have the option to cancel the remainder of this contract with no harm to either party. Deposits for work completed, site survey, NYSERDA application, Utility application & clip board energy audit, engineering and permits are not refundable to the Purchaser.

The Purchaser shall pay the installer (\$XXXGROSS Cost - \$6XXX (NYSERDA incentive as of XX/XX/20XX) = \$XXX

See Schedule D for Purchaser payments due Seller.

SYSTEM Cost is Greater Than 40% of NYSERDA Incentive:

NYSERDA Incentive (\$XX) < 40% system Cost (\$XX x .4 = \$12,180) Per NYSERDA requirement

SYSTEM PRODUCTION: Based on existing site shade conditions.

This system is estimated to produce approximately XXX kwh annually.

Expected annual building electrical consumption (from past year utility bill): XXX kwh

Estimated annual electrical offset due to solar: XX%

Annual production was measured using the Solar Path Finder Version 4.0, which is an accepted industry measurement tool of solar energy.

Purchaser Commitment to System Production: Production as per existing site, [] No trees to be removed

[] Trees to be Removed.

SCHEDULE A
SPECIFICATIONS AND PLANS TO SERVICE CONTRACT

SYSTEM COST BREAK DOWN:

Panels & Inverter:

#XX - [INSERT MODULE MAKE MODEL Kwdc] \$ XXXX

#XX - [Insert Inverter MAKE MODEL] \$ XXXX

Balance of System: \$ XXXX

Inspection: \$ XXX

Permitting \$ XXX

Engineering Allow \$ XXXX

Labor & Overhead: \$ XXXX

TOTAL SYSTEM CONTRACT COST:

\$XXXXX

NYSERDA Incentive Payment to Benchmark (\$ XXXX)
(as of xx/xx/20xx)

Purchaser Contract Payments to Benchmark: \$xxxx

SELLER **DATE**
Benchmark Builders of Erie County, Inc
NYSERDA PV #4634

PURCHASER **DATE**

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



Please check appropriate box below.

This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential and Small Commercial Incentive Program

This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial and Industrial Incentive Program

All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each PV project receiving incentives.

The following terms will apply to all NY-Sun supported PV projects under the Residential and Small Commercial Program or Commercial and Industrial Program:

Attorney Consultation: The Agreement to which this Addendum is attached and made part is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

Assumption of Responsibilities: Should the Contractor or owner of the PV System sell or transfer ownership of the PV System during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

Incentives: The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer.

Inspection/Reporting/Commissioning: For quality control purposes, all parties including the Customers must provide NYSERDA or its representative with reasonable access to the PV System in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System.

Publicity and Site Events: Customers and Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System. NYSERDA is authorized to use PV System photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov) and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Builder/Contractor has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



Net Metering: Customers are encouraged to consult with their local utility regarding eligibility for net metering.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: http://www.ag.ny.gov/bureaus/consumer_frauds/tips/home_improvements.html

The NYS Consumer Protection Board offers additional information with the following publications: <https://www.dos.ny.gov/consumerprotection/publications.html>

Communication with Customer: Contractor and Customer agree that NYSEERDA may, at NYSEERDA's discretion, communicate by voice and/or written format with any PV System Customer with respect to any matter relevant to a proposed or installed PV System. Such communications may be in reply to an inquiry from a Customer or at NYSEERDA's initiation.

Disclaimer: The Customer understands that neither NYSEERDA nor the State of New York: (1) endorse any Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Installer. Additionally, NYSEERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSEERDA does not make any representations of any kind regarding the results to be achieved by the solar generation systems or the adequacy or safety of such measures.

The following term will apply ONLY to NY-Sun supported PV projects under the Commercial and Industrial Program:

Small Commercial Energy Assessment: For the Commercial and Industrial Program, the energy assessment is an ASHRAE level 1 walk through analysis, unless the customer is located in load zone J in which case the Contractor must submit the electric customer's Energy Star score as required under Plan NYC.

Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive, except as required for projects receiving the Affordable Solar residential added incentive.

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



The following terms will apply **ONLY** to NY-Sun supported PV projects under the Residential and Small Commercial Program:

Incentives are only available for the installation of new equipment and PV Systems that have not been installed (partially or completely) prior to the *Project Application* achieving a status of "Submitted via Internet." Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

Cost Estimate/Total System Price: The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed PV system in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentives: the Contractor is not permitted to collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive.

Review of System Design: NYSERDA may review the design of the PV System considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors/Builders must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

Losses: All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until a new shading analysis and photos, verifying that the obstruction(s) have been removed are reviewed and approved by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Warranty for Purchase Agreements: The Contractor shall offer a full/transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. This warranty covers all components of the system against breakdown or degradation in electrical output of more than ten percent from their original rated electrical output. This warranty covers the full cost, including labor and repair or replacement of defective components or systems. If a battery back-up is

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



installed under this Agreement, the Contractor shall offer a full warranty to the purchaser for the battery system for a period of 2 years after installation. This warranty covers the battery system against breakdown and covers the full costs, including labor and repair or replacement of the battery.

Warranty for PPA/Leases: At a minimum, the Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement. This production guarantee will provide the customer with compensation if the system produces less than the guaranteed output as specified in the PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than one percent per year from the original rated electrical output for the initial term of this agreement. Under no circumstance will Customers be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement. Should the customer sell the residence at which this solar facility is located, the production guarantee is fully transferrable to a new lessee.

Green Jobs Green New York (GJGNY) Financing: Should an eligible residential customer who chooses to access GJGNY financing for their PV system project be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing through GJGNY, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to /Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the /Contractor.

PV system completion/commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 365 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Residential Clipboard Energy Efficiency Assessment: The Contractor agrees to complete a clipboard energy efficiency assessment consisting of two main components: an interview of the home/building owners to ascertain energy use habits, and identify potential energy efficiency measures, especially low- and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor shall conclude the assessment with a homeowner debriefing and provide the homeowner with a copy of the assessment report. Customers will not be required to implement the energy efficiency measures identified in the assessment as a pre-requisite to receiving the standard NY-Sun incentive.

For projects receiving the Affordable Solar additional incentive, the Contractor and the Customer are required to attest on the application that lighting and water efficiency measures are installed at the residence, meeting the requirements outlined for the Affordable Solar incentive in the NY-Sun Program Manual.

Small Commercial Energy Assessment: The Contractor will provide small commercial building owners with information on Energy Star's Portfolio Manager Benchmarking Tool or other equivalent tool and, if requested by the building owner, assist them to enter utility bill information into the Tool in order to produce an EUI (Energy use index)⁶ and, where applicable, an Energy Star score. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive.

Affordable Solar Incentive - Contract Requirements: Contracts for PPA/lease projects receiving the Affordable Solar additional incentive shall not contain price escalators over the life of the agreement, and all projects receiving this incentive shall provide a cost savings to the customer over the life of the agreement, as documented by the Affordable Solar Residential Project Screening Tool included in the

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program



incentive application.

Contracts for PPA/lease projects participating in the TPO Pilot must reflect that the following requirements are met:

- The project is financed through a fully prepaid lease or PPA, with no outstanding financial obligation to the customer beyond the GJGNY loan.
- The project must provide annual customer cost savings of at least 50% per kWh for the lifetime of the GJGNY loan, as documented in the GJGNY pro-forma tool submitted with the incentive application.
- TPO Pilot projects must not exceed a GJGNY loan size of \$6,000.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html>. This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf>

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the PV project that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

Print Customer Name _____

Customer Signature _____ Date _____

Contractor Company Name _____

Contractor Name (Print) _____

Contractor Signature _____ Date _____

SCHEDULE F
WARRANTY TO SERVICE CONTRACT

Date: XXXX

Seller: Benchmark Builders of Erie County, Inc
Address: 1301 Staley Rd, Grand Island NY 14072

Purchaser: XXXX Phone: XXXX
Address: XXXX

LIMITED WARRANTY
Benchmark Builders of Erie County, Inc

NAME OF PURCHASER(S): XXXXX
ADDRESS OF PURCHASER(S): XXXXX
ADDRESS OF PROPERTY WARRANTIED: XXXX

NAME OF SELLER: Benchmark Builders or Erie County, Inc
ADDRESS OF SELLER: 1301 Staley Rd, Grand Island NY 14072

WARRANTY DATE: DATE PV ELECTRIC SYSTEM COMMISSIONED TO PUBLIC UTILITY

SELLER'S LIMIT OF \$XXXX
TOTAL LIABILITY:

WARRANTY PERIOD: Benchmark Builders: Material & Labor 5 years
Product Manufacturers Warranties may extend 5 years
see products manufacturers warranties attached to this
document. Solar Modules and Inverters.

THE SELLER MAKES NO MERCHANT IMPLIED WARRANTY OR ANY OTHER
WARRANTIES, EXPRESS OR IMPLIED, IN CONJUNCTION WITH THIS CONTRACT
ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS
LIMITED WARRANTY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF
THIS LIMITED WARRANTY.

THE PURCHASER(S) ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE
LIMITED WARRANTY HAS BEEN PROVIDED FOR THE PURCHASER'S EXAMINATION PRIOR TO
THE TIME OF THE SELLER'S EXECUTION OF THIS CONTRACT.

SELLER: _____

Date: _____

PURCHASER: _____

Date: _____

SCHEDULE F
WARRANTY TO SERVICE CONTRACT

1. **TO WHOM GIVEN** This Limited Warranty is extended to the Purchaser named on page 1, and is transferable for a period of 5 years to subsequent owners of the PV electric system installed.

2. **BY WHOM MADE.** This Limited Warranty is made exclusively by the Seller whose name and address appear on page 1.

3. **WARRANTY COVERAGES AND PERIODS.** The warranty Period for all coverage's begins on the Warranty Date shown on Page 1. (This Warranty date is the date that the PV Solar Electric System is commissioned to the public electric utility.) It ends after a period of 5 years. This warranty covers all components of the system against breakdown or electrical degradation of more than ten percent of the original rated electrical output for a period of 5 years. This warranty covers the full costs, including labor and repair or replacement of defective components or systems. In addition Warranties for individual system components are as follows:

[INSERT MODULE NAME AND MODEL] ; [INSERT INVERTER NAME AND MODEL]

4. **EXCLUSIONS FROM ALL COVERAGES.** The following are excluded from the Basic Coverage,

(a) Loss or damage caused by workmanship performed by any person other than the Seller, an agent of the Seller, or a subcontractor of the Seller.

(b) Loss or damage caused by defective material provided by any person other than the Seller, an agent of the Seller, a subcontractor of the Seller.

(c) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Seller.

(d) Any damage to the extent that it is caused by or made worse by:

(i) Negligence, improper maintenance, or improper operation by anyone other than the Seller, its employees, agents, or subcontractors; or

(ii) Failure by the Purchaser or anyone other than the Seller, its employees, agents or subcontractors; to comply with the warranty requirements of manufactures or suppliers of appliances, fixtures or items of equipment; or

(iii) Failure of the Purchaser to give notice to the Seller of any defects or damage within a reasonable time; or

(iv) Changes, altercations or additions made to the system by anyone other than the Seller after the Warranty Date shown on page 1; or

(e) Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightening, windstorms, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable changes in the underground water table.

(f) Insect or Rodent damage.

SCHEDULE F
WARRANTY TO SERVICE CONTRACT

5. WARRANTY. If a defect occurs in an item covered by this Limited Warranty, the Seller will repair, or replace defective item(s) within a reasonable time after the Seller's inspection or testing discloses the problem. The choice among repair replacement or payment is solely that of the Seller. In no event will the Seller's total liability for deficiencies under this Limited Warranty exceed the Seller's Limit of Total Liability, shown on page 1.

8. STEP BY STEP CLAIM PROCEDURE. (a) Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Seller, by registered or certified mail identified on page 1, no later than the first business day after the Warranty coverage on that item expires. If this notice of warranty claim form is not properly completed and received by the Seller by that deadline, the Seller will have no duty to respond to any complaint or demand, and any or all claims will be rejected. NOTICE OF WARRANTY CLAIM FORM IS NECESSARY TO PROTECT RIGHTS TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.

(a) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, the Seller and the Seller's agents will have the right to inspect and test the portion of the system to which the claim, complaint or request relates. The Purchaser must provide reasonable access to the Seller and the Seller's agents during normal business hours to complete inspection, testing and repair or replacement.

(b) The Seller will complete inspection and testing within a reasonable time under the circumstances, not to exceed thirty (30) days after the receipt of a timely and properly completed Notice of Warranty Form. Upon completion of inspection and testing, the Seller will determine whether to accept or reject the claim. If the Seller rejects the claim, the Seller will give written notice of that decision to the claimant at the address shown on the Notice of claim form. If the Seller accepts the claim, the Seller will take corrective action within a reasonable time under the circumstances and upon completion, will give written notice of completion to the claimant at the address shown on the Notice of Claim Form. The Seller will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessarily are subject to weather conditions, Acts of God, availability of materials, and other events beyond the Seller's control.

9. LEGAL ACTIONS. (a) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action or other legal proceeding against the Seller in any Court or forum unless notice of the claim or cause of action has been received by the Seller in a timely and properly completed Notice of Warranty Claim Form as provided in paragraph 8 above.

10. GENERAL PROVISIONS. (A) This Limited Warranty may not be changed or amended in any way, except in writing signed by both parties.

This Limited Warranty is to be governed in accordance with the Laws of New York State.

NOTICE OF WARRANTY CLAIM FORM

Dear Purchaser: To ask the Seller to correct a defect in your PV Solar Electric System that you think is covered by the Seller's Limited Warranty, you must complete this form and deliver it to the Seller by registered or certified mail. This is necessary to protect your rights to warranty performance under the Limited Warranty. Even if you believe that the Seller is aware of the problem, fill out this form and deliver it to the Seller.

The information you will need to fill out the form will be on page 1 of the Limited Warranty. However, if you do not know the answers to any questions, write "Don't know." Please do not leave blank.

Your Name: _____

Mailing Address: _____

Phone: _____

Warranty Date: _____

Describe the defects(s) which you think are covered by the Limited Warranty. Be sure to include when each defect occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem.

(signature)

(date)