



1-833-RENEW-USA

www.RenewUSA.com

Solar Energy System - Design - Installation - Performance Agreement

This Agreement, a Contract, is made on the _ day of _____, 2024 and between **Renew USA, LLC** (hereinafter “RNU” or the “Contractor”), and _____, (hereinafter the “Owner” or “You”), (collectively herein the “Parties”), for the design and installation of a Photovoltaic (PV) Solar System at: _____ (hereinafter the “Property”).

NOW THEREFORE, in consideration of the mutual covenants agreed to herein the parties here to agree as follows:

ARTICLE 1 - SCOPE OF THE WORK:

Consistent with the provisions of ARTICLE 6, the Contractor shall furnish all the labor and material to perform all of the work to install a Photovoltaic (PV) Solar System on the Property referenced above.

ARTICLE 2 - TIME OF COMPLETION:

The work proposed hereunder is subject to third party utility approvals, permits etc. As such, the Owner agrees that the work is to be performed within the 6 month permissible period of the issuance of the PSEG approval letter. The work hereunder may be divided into 3 stages:

1. Preparation; including but not limited to analysis, engineering, layout, securing permits, ordering and shipping materials;
2. Installation;
3. Completion.

The work to be performed under this Contract shall commence **after:**

- a) This Agreement has been accepted and signed by the Parties;
- b) Receipt of a monetary deposit, if any, as may be referenced herein below;
- c) Subject to the Owner’s Right of Cancellation attached and detailed below;
- c) Should the owner require third party financing, a declaration from such third party that; financing in the amount required for this Contract has been allocated for this project and that funds have been transferred to the account of the Owner.

Upon commencement of the installation stage of this contract, the work shall be substantially completed within 10-12 weeks, subject to any change orders, unforeseen conditions at the Property arising out of conditions beyond RNU reasonable control, including an act of God and/or a force majeure event.

ARTICLE 3 - CONTRACT PRICE:

Owner shall pay the Contractor for the work to be performed under terms and conditions of this Contract the sum of _____ dollars, \$ _____,

Subject to any additions or deductions pursuant to any authorized change order(s).

ARTICLE 4 - PROGRESS PAYMENTS:

Payments of the Contract price shall be paid in the manner below:

1. Payment 1: \$ _____ (site inspection/permitting fee - Minimum of \$5,000 non-refundable)

(Deposit at contract signing or upon allocation of third party financing to the Owner)

2. Payment 2: \$ _____

(Due after all permits are issued and at least (10) ten days before delivery of solar panels and other materials to site)

3- Payment 3: \$ _____ (Final Payment)

Financing:	Amount:	Description:	Fee's:	Fee Payment Method:
Bank				
Bridge Program				
CASH				
CREDIT CARD				
OTHER				

** Their will be additional 3% charge if using a Credit or Debit card. **

If Using Greensky or Enerbank indicate the loan term. (12 Months) (18 Months)

ADDERS	DESCRIPTION	AMOUNT
	Roof Installation	
	Tree Removal	
	Pest (squirrel) Guards	



This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential & Nonresidential Incentive Program. If box is checked please refer to Addendum to customer agreement to be signed at the end of this contract.

NYSERDA Table	TOTALS
NY-Sun Incentive Amount:	
Project Value Before Incentive:	
Project Value After Incentive:	

ARTICLE 5 - NOTICE of RIGHT TO CANCEL:

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

ARTICLE 6 - SCOPE OF THE WORK:

IWE shall secure all permits, as may be required, coordinate related inspection(s), design and install a PV Solar System to consist of _____KW. The system is a turnkey system and includes solar modules, mounting system, inverter(s), electrical components, wiring and shall be interconnected into the local utility grid. The estimated annual PV energy yield for the system provided by PVWatts is: _____

The solar system shall consist of a _____(Roof) _____(Ground) _____(Parking) array(s).

The PV Modules will be _____

The Inverter(s) will be _____

Battery Storage will be _____

I (We) agree to purchase the PV solar system described above for the price above subject to the terms and conditions below.

Owner's Initials: ----- Date:-----

Owner's Initials: ----- Date:-----

Contractor Acceptance: RNU _____ Date _____

TERMS and CONDITIONS

1. CHANGES, PERMITS, REBATES, INCENTIVES

RNU will obtain any necessary permits. RNU shall not be responsible for delays in work due to the actions of permitting and regulatory agencies or their employees.

Utility rebates and federal and state tax incentives belong to the Owner, unless specifically expressed to the contrary in this Agreement. The utility rebate and federal and state incentive calculations provided to the Owner are estimates. These estimates are based on certain good faith assumptions, the available federal, state and utility data regarding incentives and utility usage and billing information provided to RNU by the Owner. These estimates may not be applicable based on the circumstances specific to the Project and/or changes made by the local utility and/or federal, state and local governments. Rebates and incentives may vary based upon specific eligibility requirements, utility funding availability and the Owner's tax rate. RNU will use good faith reasonable efforts to help the Owner secure the applicable utility rebate and provide required documents to the Owner in order that the Owner or your tax advisor may apply for incentives. RNU shall have no financial obligation to the Owner regarding the actual rebate and incentive amounts received.

The Contract price is valid for six (6) months. The Owner acknowledges that the System equipment and materials that RNU will furnish and install are subject to cost increases. If due to conditions beyond RNU's control, including delays caused by third parties, after six (6) months the work under this Contract has not commenced to installation, should the cost of any System equipment or material rise because of circumstances beyond RNU's control, including but not limited to market price fluctuation or a site audit that reveals the need for additional materials or labor, then RNU shall have the right to present the Owner with a change order for the System equipment with a new price.

2. SYSTEM EQUIPMENT AND MATERIALS

All equipment including but not limited to, solar panels, inverters, connectors, mounting components and the like, shall be first quality and new. When any specific name or brand is referred to it shall be RNU's intention to provide that specific item(s). However, RNU shall have the right to substitute System equipment of equal or greater value without the Owner's agreement, so long as the substitution adds no extra cost to the project and does not materially affect the System's performance.

3. PROPERTY AND EXISTING CONDITIONS

RNU shall include an engineering assessment of the Property where the System is to be installed. The Owner will be responsible for the structural integrity of the location where the System is installed, including any structural or electrical modifications necessary to prepare the Property for the System. RNU shall not be responsible for any existing conditions or existing violations on the Property. Based upon RNU's inspection of the Property, RNU will make recommendations for any other work, not part of this Contract unless specifically stated herein as being included within this Contract, which needs to be done **prior** to the installation of the Solar System. The Owner agrees that RNU is not responsible for any known or unknown Property conditions. RNU shall not be responsible and shall bear no liability for the existing electrical equipment at the Property, including but not limited to the electrical service panel, any electrical devices, or any other fuse or similar devices. Any known Property conditions that the Owner has decided not to repair or replace, are listed in **Exhibit 1**. Any known Property conditions that the Owner has decided to repair or replace are listed in **Exhibit 2**. If the Owner fails to make those changes before installation is scheduled to commence, Owner shall be in default of this Agreement and RNU shall not be responsible for any performance delays.

4. COST OR DELAY DUE TO UNFORESEEN CONDITIONS

IWE shall not be responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond RNU's reasonable control including acts of God, all of which shall be considered "**Force Majeure Events**" as defined below. Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If RNU discovers unforeseen conditions requiring additional cost, then RNU shall present such costs to the Owner for written approval before beginning or continuing performance of the work under the Contract.

5. PROPERTY ACCESS

The Owner grants RNU and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (a) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (b) installing, using and maintaining electric lines and in-verters and meters, necessary to interconnect the System to the electric system at the Property and/or to the utility's electric distribution system; or (c) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System. Such access includes times as may be covered by applicable warranties.

6. TITLE AND RISK OF LOSS

Title to the Project shall transfer to the Owner when RNU completes performance of the Project and payment is made in full. After delivery, other than damage directly resulting from RNU's actions, the Owner bears the risk of loss to the System for all causes of loss. The Owner may have the value of the System covered under the Owner's existing homeowners' insurance policy or, may wish to add the value of the system to the Owner's homeowner's insurance policy. Owner shall also bear risk of loss occurring after the end of the Warranty Period (see **Exhibit 3**) unless a separate extended warranty and maintenance contract is drawn between the Owner and RNU. Any extended warranty and maintenance agreement shall be at the option of the parties and shall be a separate document(s) and not part of this Agreement. RNU retains all owned intellectual property rights on any of the equipment installed in the System including, but not limited to, patents, copyrights, trademarks and data generated by the monitoring system.

7. TERMINATION AND DEFAULT

RNU may terminate this Agreement, upon seven (7) days written notice, for any material or non-material breach including any failure of the Owner to agree to an appropriate change order for unseen existing conditions, for any failure of Owner to pay RNU any amount due, for any bankruptcy or financial distress of the Owner, or for any hindrance to RNU in the performance of this Contract.

8. REMEDIES UPON OWNER'S BREACH

Without limiting any of RNU's other rights and remedies, upon any breach by the Owner, including failure of the Owner to pay RNU any amount due, RNU shall have the right to: (i) stop all work at the Property; (ii) prevent any more work from being done until the breach is cured and, at RNU's sole discretion, have a bond posted by the Owner for any amounts payable under this Contract; (iii) recover all amounts due under this Contract for services provided through the date of termination including interest in such amount as allowed by law; (iv) remove any Project materials or equipment from the Property; and (v) any other legal remedies including but not limited to liens and/or similar remedies.

9. INSURANCE

RNU shall carry General Liability and Workers Compensation insurance which meets or exceeds any required by law. The Owner warrants the property is covered by a policy of homeowners' insurance.

10. INDEMNIFICATION

Both parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to failure to perform obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

11. GOVERNING LAW

The laws of the state of New York shall govern this Agreement. The Owner agrees that in the case of Owner's default, the Owner shall be responsible for the cost of collection, plus reasonable attorney's fees. Interest due on any past due amounts under this Contract are subject to 1.5% interest per month or 18% annually, or that interest rate which is allowed by statute.

12. ENTIRE AGREEMENT

This Agreement contains the parties' entire Agreement regarding the Project. There are no other agreements regarding this Agreement, either written or spoken. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive.

13. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

14. ASSIGNMENT

The Owner may not assign rights or duties under this Agreement without RNU's written permission. RNU may assign or subcontract its rights to any successor, assign or partner.

15. PRIVACY/PUBLICITY

Owner gives RNU permission to erect a portable notice of installation sign and install it thirty (30) days prior to commencement of installation for advertising purposes. The Owner grants RNU the right to publicly use, display, share, and advertise the photographic images, Project details, price and any other non-personally identifying information of this Project. RNU shall not knowingly release any personally identifiable information about the Owner or any data associating the Owner with the Project location. The Owner may opt-out of publicity rights by giving RNU written notice.

16. DEPOSITS AND PROGRESS PAYMENTS

Except with respect to payments made on a time basis or charges for materials that have been supplied or ordered prior to the time that a payment is due, RNU is required to deposit payments received prior to completion in accordance with subdivision 71(a)(4) of the lien law. The Owner grants RNU the status of being Owner's Agent for the sole purpose of expediting the work contemplated under this Agreement and gives RNU full permission to apply any deposit and/or progress payments made immediately towards the effective completion of the project, at the discretion of RNU. The status of Agent is terminated immediately upon substantial completion and receipt final.

17. NEW YORK MECHANICS' LIEN WARNING:

Upon completion of the Project and receipt of final payment from the Owner, all contractors, subcontractors and suppliers will have been paid in full or will be paid in full within thirty (30) days. Any contractor, subcontractor, or supplier who provides home improvement goods or services pursuant to a home improvement contract and is not paid may have a valid legal claim against the property known as a mechanic's lien. Payment in full to a contractor, subcontractor, or supplier for either work performed or material supplied under a home improvement contract prior to filing of a mechanic's lien invalidates such lien. In the event any such claim is made, RNU will defend and hold harmless the Owner.

18. LIMITED WARRANTY

THE OWNER UNDERSTANDS AND AGREES THAT THE PROJECT IS WARRANTIED UNDER THE TERMS OF **EXHIBIT 3**, AND THAT 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. UPON RECEIPT OF PAYMENT IN FULL UNDER THIS AGREEMENT ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT WILL BE TRANSFERRED DIRECTLY TO THE OWNER. THE OWNER UNDERSTANDS THAT TWE HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO THE OWNER.

19. LIMITATION OF LIABILITY

- A. No Consequential Damages.** EACH PARTIES' LIABILITY TO THE OTHER UNDER THIS AGREEMENT, SHALL BE LIMITED SOLELY TO DIRECT AND ACTUAL DAMAGES. BOTH PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.
- B. Actual Damages.** Neither party's liability to the other will exceed \$1,000,000, including without limitation, damages to the Owner's Home or Property during the performance of the Project or resulting from the Project.

EXCEPTING THE OTHER PROVISIONS UNDER THIS HEADING, TWE DISCLAIMS AND THE OWNER WAIVES ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TWE SHALL NOT BE LIABLE TO THE OWNER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY THE OWNER'S OR ANY THIRD PERSON'S (FOR WHOM TWE IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD.

20. NOTICES

Notices shall be delivered to:

Renew USA LLC
565 Fire Island Ave S.
Babylon, NY 11702

21. The Owner acknowledges having read this entire Agreement and all Exhibits.

22. DOCUMENTS INCORPORATED INTO THIS AGREEMENT: The following documents are

- Exhibit 1: Notice Of Right To Cancel
- Exhibit 2: Property Conditions Owner Will Repair
- Exhibit 3: Un-Repaired Property Conditions
- Exhibit 4: Performance Guaranty & Limited Warranty

NOTICE OF RIGHT TO CANCEL

YOU HAVE ENTERED INTO A CONTRACT FOR RESIDENTIAL AND OR COMMERCIAL HOME IMPROVEMENTS WITH RENEW USA LLC. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE CONTRACT DATE.

A. FINANCING If you are financing the transaction through a third party lender and financing will result in a security interest in your home, then you have a legal right under federal law to cancel this transaction without cost, within three business days (72 hours) from whichever of the following events occurs last:

- 1) The date of this transaction; or
- 2) The date you received your Truth-in-Lending disclosures from a third party lender; or
- 3) The date you received the Notice of Right to Cancel from a third party lender.

If you cancel the transaction with a third party lender the security interest is also canceled. Within 20 calendar days after the lender receives your notice, it must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and must return any money or property you have given the lender or to anyone else in connection with this transaction. You may keep any money or property the lender has given you until the lender has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair to return the property, you must offer its' reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address provided by the lender. If the lender does not take possession of the money or property within 20 calendar days of your offer you may keep it without further obligation.

B. HOW TO CANCEL if, you decide to cancel this transaction, you may do so by notifying the contractor in writing at:

Renew USA LLC
565 Fire Island Ave S.
Babylon, NY 11702

You may use any written statement that is signed and dated by you and states your intention to cancel. Keep this copy of the notice because it contains important information about your rights. If you cancel by mail, you must send the notice to the above location no later than midnight of the 3rd day (or if you are financing the transaction by midnight of the third business day following the latest of the three events listed above in Section A). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

NOTICE OF RIGHT TO CANCEL

YOU HAVE ENTERED INTO A CONTRACT FOR RESIDENTIAL AND OR COMMERCIAL HOME IMPROVEMENTS WITH RENEW USA LLC. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE CONTRACT DATE.

A. FINANCING If you are financing the transaction through a third party lender and financing will result in a security interest in your home, then you have a legal right under federal law to cancel this transaction without cost, within three business days (72 hours) from whichever of the following events occurs last:

- 1) The date of this transaction; or
- 2) The date you received your Truth-in-Lending disclosures from a third party lender; or
- 3) The date you received the Notice of Right to Cancel from a third party lender.

If you cancel the transaction with a third party lender the security interest is also canceled. Within 20 calendar days after the lender receives your notice, it must take the steps necessary to reflect the fact that the security interest in your home has been canceled, and must return any money or property you have given by the lender or to anyone else in connection with this transaction. You may keep any money or property the lender has given you until the lender has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair to return the property, you must offer its' reasonable value.

You may offer to return the property at your home or at the location of the property. Money must be returned to the address provided by the lender. If the lender does not take possession of the money or property within 20 calendar days of your offer you may keep it without further obligation.

B. HOW TO CANCEL if, you decide to cancel this transaction, you may do so by notifying the contractor in writing at:

Renew USA LLC
565 Fire Island Ave S.
Babylon, NY 11702

You may use any written statement that is signed and dated by you and states your intention to cancel. Keep one copy of this notice because it contains important information about your rights. If you cancel by mail, you must send the notice to the above location no later than midnight of the 3rd day of the date on this contract (or if you are financing the transaction by midnight of the third business day following the latest of the three events listed above in Section A). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

EXHIBT 4

PERFORMANCE GUARANTY AND LIMITED WARRANTY

RNU warranties to OWNER as follows:

1. That RNU shall perform the work, including the design and engineering services hereunder and procure and install all materials hereunder using its best skill and attention.

2. That RNU shall perform its construction services hereunder in a good and workmanlike manner and otherwise in accordance with industry standards. RNU shall have no obligation for breach of warranty under this Warranty to the extent any deficiencies are the result of Force Majeure, normal wear and tear, misuse or negligence by the Owner or someone other than RNU acting on Owner's behalf.

3. That all materials procured or furnished by RNU hereunder shall be new (unless otherwise agreed by Owner in writing), of good quality and in accordance with the specifications set forth in this Agreement and, if any, Schedules hereto attached.

4. That in the event any breach arises under this warranty RNU shall, at its sole cost, expense, and discretion, promptly correct, replace or repair, any defect in design, engineering, materials, workmanship or operability discovered during the warranty period.

5. That RNU hereby guarantees all workmanship for a period of 10 years commencing the date of final completion to be free of installation errors.

6. Net Metering: That at the time of entering into this Agreement based upon the stated public policy of the local utility, and based upon the proposed capacity of electricity generated by the solar system as designed, the local utility will apply net metering and credit at their current net metering laws, the kwh of electricity generated by the Owner's system to the Owner's account and apply any surplus kwh of electricity generated to credit future billing on the Owner's account and to roll over to the following year.

7. Watts: That the solar system installed will have a total wattage as listed in Article #6 and pursuant to the intact labels as supplied by the manufacturer of the solar panels.

8. Solar Module Performance: - Twenty-Five Year Limited Service Warranty: An original Manufacturer's Performance Warranty shall be supplied to the Owner upon completion.

9. Output Warranty: That the system's electrical output will be consistent with the stated Manufacturer's performance warranty.

10. Solar Module Warranty for Workmanship: A Manufacturer's Warranty shall be supplied to the Owner upon completion.

11. Inverter Warranty: An original Manufacturer's Warranty shall be supplied to the OWNER upon completion.

12. Local Utility Warranty Compliance: That the warranties expressed herein meet or exceed the warranties required by the Utility for its Residential Solar Rebate Program.

13. Roof Warranty: When installing a solar system on your roof, it is necessary to penetrate the roof surface with fasteners during a system installation. RNU will warrantee any roof damage caused due to the roof penetrations. This roof warranty is limited to the area of penetration only and will run the longer of (a) one (1) year following

the completion of the System installation; and (b) the length of any existing installation warranty or new home builder performance standard warranty for installation for your roof.

14. Maintenance and Operation: That upon completion of the installation of the system, RNU will supply the Owner with all manufacturers' warranties and will be given a work through of their new system.

15. Making a Claim: Any claim may be made in writing to:

Renew USA, LLC
565 Fire Island Ave
Babylon, NY 11702

A claim made to a manufacturer shall be made as per instructions within the manufacturer's warranty.

16. Exclusions and Disclaimer: The limited warranties and guaranty provided in this Limited Warranty do not apply to any repair, replacement or correction required due to the following:

- (i) Someone other than RNU or its approved service providers to install, remove, re-install or repair the System;
- (ii) Destruction or damage to the System or its ability to safely produce power not caused by RNU or its approved service providers while servicing the System (e.g. if a tree falls on the System the Owner's insurance may cover replacement as per the insurance obligation.
- (iii) Owner's failure to perform, or breach of obligations under this Limited Warranty, including being unavailable to provide access or assistance to RNU in diagnosing or repairing a problem, or failing to maintain the System as stated in the Solar Operation and Maintenance Guide, or the modification or alteration of the System;
- (v) Any Force Majeure Event (as defined below);
- (vi) Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (vii) Any system failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or the Owner has required RNU to locate the inverter in a non-shaded area); and
- (viii) The theft of the System (e.g. if the System is stolen the Owner's insurance may cover replacement per the terms of the insurance obligation.

This Limited Warranty gives the Owner specific rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED ABOVE ARE THE ONLY EXPRESSED WARRANTIES MADE BY IWE WITH RESPECT TO THE SYSTEM. IWE HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

17. Owner's Obligations: During the Warranty Period the Owner agrees:

- (a) To only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (b) To keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when RNU installed it;

- (c) To keep the panels clean, pursuant to this Limited Warranty and the Solar Operation and Maintenance Guide;
- (d) Not modify the Property in a way that shades the System;
- (e) To be responsible for any conditions at the Property that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
- (f) Not remove any markings or identification tags on the equipment and components;
- (g) To permit RNU, after RNU gives reasonable notice, to inspect the System for proper operation as RNU reasonably determines necessary;
- (h) Not do anything, or permit or allow any condition or circumstance to exist that would cause the System not to operate as intended at the Property;
- (i) To notify RNU if the Owner thinks the System is damaged, appears unsafe or is stolen;
- (j) Not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without RNU' prior written consent.

18. System Repair and/or Relocation: The Owner agrees that if (a) the system needs any repairs that are not the responsibility of RNU under this Limited Warranty, (b) the system needs to be removed and reinstalled to facilitate remodeling of the Property or (c) the system is being relocated to another Property of the Owner, you will have RNU, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

19. Force Majeure: If RNU is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, RNU will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) RNU, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) RNU' suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, within a reasonable time, RNU will make repairs); and
- (c) No RNU obligation that arose before the Force Majeure Event that could and should have been fully performed before such Event is excused as a result of such Force Majeure Event.

“Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by RNU' fault or negligence. It shall include, without limitation and not be limited to, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from RNU' failure to have exercised reasonable diligence); power or voltage surge caused by someone other than RNU including a grid supply voltage outside of the standard range specified by the utility; and failure of equipment not utilized by RNU or under its control.

20. Limitations on Liability:

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL TWE OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL

DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, RNU's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the original cost of the System; and
- (ii) For damages to your Home, Belongings and Property: exceed one million dollars (\$1,000,000).

21. Notices: All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

TO: Renew USA, LLC

**565 Fire Island Ave S.
Babylon, NY 11702**

TO: THE OWNER (YOU):

At the address in the Agreement or any subsequent billing address you provide to RNU.

22. Assignment and Transfer of This Limited Warranty: RNU may assign its rights or obligations under this Limited Warranty to a third party without the Owner's consent, provided that any assignment of RNU's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person that owns the System.

23. Entire Warranty Agreement: This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

24. Customer Rights: 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>.

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 & Nonresidential Incentive Program

 This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial & 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 & Nonresidential Program or Commercial & 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, including any associated energy storage system installed under the NY-Sun Program, sell or transfer ownership of the PV System, including, if applicable, the associated energy storage 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: Incentives are only available for the installation of new grid-connected PV Systems and energy storage systems that have not been installed (partially or completely) prior to the Project Application achieving a status of "Approved," as determined by NYSERDA. Incentives are reserved at the incentive level designated in the MW block in effect at the time of application submission. 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 Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer. 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. Nonresidential projects may request a payment be made to another entity at time of application submission only. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

Customer Agreement: If the Agreement includes an energy storage system, such Agreement must contain a provision whereby Contractor describes how the Storage System will perform in the event of a power outage and how the Storage System will provide backup power. At a minimum, the Agreement shall include a statement that the Storage System will not power the customer's entire home in the event of a power outage and shall describe: (1) the percentage of charge the Storage System will draw from a paired PV System; (2) how many electrical circuits or appliances the Storage System can provide backup

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power for and at what amperages; (3) any reserve levels Contractor will establish for the Storage System; and (4) whether and how the Contractor may or will administer and operate the Storage System to optimize the customer's home energy production and consumption and/or for demand response or other utility-based programs.

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, including any associated energy storage system installed under the NY-Sun Program, in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System and/or energy storage 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 and if applicable, the energy storage system. NYSERDA is authorized to use PV System and energy storage 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).

Net Metering: Customers may consult with their local utility regarding eligibility for net metering and applicable monthly Customer Benefit Contribution Charge for on-site renewable energy projects installed after January 1, 2022.

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: www.ag.ny.gov

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

Customer authorizes NYSERDA to add Customer to the mailing lists and to share Customer's information with New York State government and other entities doing business on NYSERDA's behalf. Customer reserves the right to unsubscribe at any time.

Communication with Customer: Contractor and Customer agree that NYSERDA may, at NYSERDA'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 and if applicable, a proposed or installed energy storage system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Disclaimer: The Customer understands that neither NYSERDA 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, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system, including if applicable, any energy storage system, is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does

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not make any representations of any kind regarding the results to be achieved by the solar generation systems, including if applicable, any energy storage system, or the adequacy or safety of such measures.

Quality Solar Installer (QSI) Designation: NYSERDA's Quality Solar Installer designation is solely based on field inspected projects during the previous calendar year and the Gold Status is based on the Quality Solar Installer designation for previous three years. The Quality Solar Installer Designation and the Gold Status should not be construed as NYSERDA's endorsement, guarantee, or warranty of any particular manufacturer, product, the Builder, or the Contractor. NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Builder, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered by participating contractor or builder.

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, including if applicable, any energy storage 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.

Approved System Design: NYSERDA may review the design of the PV System, including if applicable, any energy storage 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.

System 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 generating system against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. This warranty shall cover the full cost, including labor, repair, and replacement of defective components or systems. The contractor shall provide warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. Warranty service requests shall be responded to within 72 hours and repairs shall be completed within 30 days. Storage equipment must consist of commercial products carrying at least a 10-year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the customer with information on any additional or extended warranties that may be applicable.

Production Warranty for PPA/Leases: The Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement, at a minimum. This production guarantee will provide the Customer with compensation if the system produces less than the guaranteed output as specified in the

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PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than 1% per year from the original rated electrical output for the initial term of this agreement. Under no circumstance will the Customer 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 property at which the solar facility is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease or PPA.

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

Commercial & Industrial Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a prerequisite for receiving the standard NY-Sun incentive.

PV System Completion/Commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 912 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 is not met.

The following terms will apply ONLY to NY-Sun supported PV projects under the Residential & Nonresidential Program:

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.

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 owners to determine energy-use habits, and identify energy-saving opportunities, especially low- and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor will review assessment results with the homeowner and provide the homeowner with a copy of the assessment report. Customers will not be required to implement energy efficiency upgrades as a pre-requisite to receiving the standard NY-Sun incentive.

Nonresidential Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the

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tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun 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 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, and if applicable, the energy storage system, 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** _____