

Autonomous Energies LLC

SALES AND INSTALLATION AGREEMENT

Autonomous Energies LLC (hereinafter "AE") and enter owner's name, (hereinafter "OWNER") hereby enter into the following agreement for the sale and installation of a solar system at OWNER'S property located at enter owner's address.

**ARTICLE
THE PARTIES**

The parties to this Contract and their addresses are as follows:

<u>Name</u>	<u>Address</u>
OWNER: <u>owner's name</u>	<u>enter owner's address</u>
SELLER: <u>Autonomous Energies LLC</u>	<u>90 Cornell St # 1245, Kingston, NY 12402</u>
INSTALLER: <u>Autonomous Energies LLC</u>	<u>90 Cornell St # 1245, Kingston, NY 12402</u>

**ARTICLE
SCOPE OF THE WORK**

AE shall furnish and install the materials described in Exhibit A, on OWNER'S property located at: enter owner's address. Exhibit A includes, but is not limited to, the warranty of the manufacturer of the system, any written warranties provided by component manufacturers intended for the benefit of customers, operation and maintenance instructions, installation warranties, the name and address of the system manufacturer, the name and model number of the solar system equipment, a schematic diagram of the solar system, installation instructions, including a listing of necessary connecting parts appropriate for the use with the system, a description of the system being provided and an outline of system specifications, the make and model of major system components, and references to UL listings.

**ARTICLE
COMMENCEMENT OF WORK AND SUBSTANTIAL COMPLETION OF WORK**

The work to be performed under this Contract shall not be commenced before AE receives a written communication from the New York State Energy Research and Development Authority ("NYSERDA") stating that the project has been approved for the payment of rebates or "incentives." It is expected that work will commence on or before 11/15/19. Commencement of work occurs with the installation of solar electrical circuits and inverters.

The following constitutes substantial completion of the work to be performed pursuant to this contract: Equipment installed and functional with final approval by local building department. Substantial Completion shall occur approximately 12/30/19 .

**ARTICLE
THE CONTRACT PRICE**

The cost of materials and labor specified in this agreement is (\$ enter contract price) ("the contract price"), subject to the additions and deductions pursuant to authorized change orders. It is estimated that there will be a NYSERDA rebate in the amount of (\$ enter NYSERDA rebate). OWNER shall pay AE an amount equal to the contract price, less the estimated NYSERDA rebate ("the purchase price"). NYSERDA rebate funds will be made payable to and collected by AE. The

contract price covers permitting and engineering.

ARTICLE PROGRESS PAYMENTS

Payment of the purchase price shall be made in the following manner:

10% down payment of \$ enter price is due upon signing the contract. This down payment is refundable at any time before commencement of work, less any expenses incurred by AE relating to the proposal, including but not limited to document preparation, design work, drawings and work relating to engineering or permitting.

Forty (40%) percent of the balance of the purchase price which includes all permitting and engineering fees, for a total of \$ enter price is due upon commencement of work.

The balance (50%) of \$ enter price is due when the equipment has been installed and successfully tested by AE and online.

ARTICLE GENERAL PROVISIONS

A. Compliance

AE, and/or its fully licensed and insured installer shall

Complete all work in a workmanlike manner and in compliance with all building codes and other applicable laws.

Furnish a plan and equipment specifications that will include a description of the work, the materials to be used, the equipment to be installed, and the associated costs.

Warrant all work for a period of 60 months following completion. Additional warranties are provided by equipment manufacturers against defects in the manufacture or design of supplied equipment. Batteries, if used, are warranted for two years.

Supply appropriate releases or waivers of lien for work performed or materials provided.

Warrant that AE is adequately insured for injury to its employees and other loss or injury caused by AE or its employees. Worker's compensation and public liability insurance applicable to this contract are carried by AE.

Obtain all required work permits.

Remove all debris and leave the premises in clean condition.

B. Change Orders

Change orders must be in writing and signed by OWNER and AE and shall be deemed incorporated in this Agreement.

C. Force Majeure; Limitation of Remedies

In the event the system does not perform as warranted, OWNER'S remedies shall be limited to the remedies set forth in the warranties contained in or annexed to this Agreement. In no event shall AE be liable for any delay due to circumstances beyond its control, including strikes, delays caused by the rebate granting authorities, delays caused by electric utility company procedures, delays caused by the jurisdictional building permit granting authority, casualty or general unavailability of materials or for consequential or incidental damages.

D. Amendment

This contract may be amended only by Change Orders signed by AE and OWNER.

E. Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of New York other than its rules as to conflicts of law to the extent that such rules would result in the application of the laws of some other jurisdiction.

F. Notices

All notices, payments and other communications required or permitted by this Agreement must be in writing and will be deemed to have been given if sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed to the addresses set forth in Article 1 or at such other addresses as the parties may designate from time to time, in writing. Notices or other communications so delivered are deemed received on the next business day if sent by overnight courier and on the date received if sent by mail.

G. Assignment

This Agreement may not be assigned by any party without the prior written consent of the other party.

H. Waiver

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any time is not a waiver of those terms, covenants, or conditions, nor will any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

I. Binding Agreement

Subject to the restriction on assignment set forth in Section H above, this Agreement shall bind and inure to the benefit of the parties' heirs, administrators, successors and permitted assigns.

J. Third Parties

Except as specifically provided in this Agreement, no rights are created or are intended to be created in any person who is not a party to this Agreement.

K. Entire Agreement

This Agreement, including any plans, drawings and specifications attached, constitute the sole and entire agreement and understanding of the parties as to the project involved.

L. Default

In the event of a default in the performance of the obligations of a party to this Contract, the non-breaching party shall serve upon the party in breach a notice of default. If the breaching party fails to cure the default or fails to commence curing the default within ten (10) days of the transmittal of the notice, the non-breaching party may, at its option, cancel this Agreement and cease performing and/or pursue such other available legal remedies. In particular, if OWNER shall fail to pay any periodic or installment payment due under this Contract and shall fail to cure that default as provided in this Subsection L, AE may cease work pending payment or resolve of any dispute. If AE refers the matter to an attorney for collection, AE shall be entitled to reasonable attorneys fees. AE shall also be entitled to the costs of storing repossessed goods which are authorized by law.

**ARTICLE
TITLE TO GOODS**

Title to all of the equipment purchased under this Agreement shall vest with the customer purchasing the PV system upon delivery to the customer and payment by customer in accordance with payment schedule specified in section 5a & 5b of this contract. OWNER agrees that if he/she breaches the Agreement by failing to pay the contract price when due, he/she will surrender possession to AE of the items AE has delivered and/or installed at the OWNER'S property.

ARTICLE - INSTALLER'S WARRANTY

Installation of the system will conform to installation instructions and requirements provided by the system manufacturer(s). There will be a 5-year full warranty to the Purchaser of the PV system. The warranty covers all components of the generating system against breakdown or degradation in electrical output of more than ten percent from their original rated electrical output. The warranty covers the full costs, including labor and repair or replacement of defective components or systems.

ARTICLE - WARRANTY PROCEDURES

All warranties contained in or referred to in this Agreement are made for the benefit of OWNER:

The warranties cover the solar system and all component parts as set forth in this Agreement;

In the event of a defect, malfunction, failure or degradation in electrical output greater than 10% from the original rated output, the warrantor will take the following steps:

In the case of a defect, malfunction or failure of the solar system to conform with the express warranty, the warrantor must repair or replace the solar system within a reasonable time and without charge.

If the solar system contains a defect or malfunction after a reasonable number of attempts by the warrantor to remedy defects or malfunctions, the warrantor must permit the customer to elect a refund, or a replacement of the system or component, as appropriate, which shall include reinstallation without charge;

The performance of the duties specified in paragraphs (i) and (ii) of this subdivision shall not be required if the warrantor can show that the defect, malfunction or failure was caused by unreasonable use or, with respect to warranties made by the system manufacturer or seller, that the defect, malfunction or failure resulted from improper or faulty installation of the system;

The warrantor may not require a customer to return a warranty registration card as a prerequisite of warranty coverage and performance, or impose any other duty as a condition of obtaining a remedy, unless the warrantor can demonstrate such other duty is reasonable;

The warrantor may not impose any limitation on the duration of any implied warranty on the solar system;

The warrantor shall extend the warranty obligations during the duration of the express warranty to any person to whom the solar system, or the building on which such system is installed, is transferred.

The warranty term commences on the completion of the installation and the warranty duration is five (5) years;

The procedure the OWNER should follow in order to obtain performance of warranty obligations is as follows: Contact INSTALLER. The following persons are authorized to perform such warranty obligations: INSTALLER.

The remedies set forth above in the event of defect or malfunction are the exclusive remedies available to the customer. The OWNER may not obtain incidental or consequential damages. Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other legal rights that vary from state to state.

ARTICLE REQUIREMENTS CONCERNING REBATES

The "applicable incentive" regarding this Agreement is a rebate paid to the contractor by NYSERDA and then credited to the OWNER. The OWNER must apply to NYSERDA by completing and signing an application which will be submitted to NYSERDA by the AE. AE will assist the OWNER in completing this form.

One hundred (100%) percent of NYSERDA's payments will be passed on to the OWNER. Neither NYSERDA nor the State of New York: (a) endorse any Eligible Installer; or (b)

guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the solar system or the adequacy or safety of such measures.

To obtain information concerning NYSERDA, the customer may visit NYSERDA's renewables website address (www.powernaturally.org "www.powernaturally.org").

NYSERDA will not make any payment without proof of all required permits and inspections.

NYSERDA has the right to inspect the system during and after installation of the system up to 12 months following completion of the project.

The OWNER is required to collaborate with NYSERDA's Director of Communications should he/she prepare any press release or plan any news conference related to the system.

NOTICE AS TO MECHANIC'S LIENS

Any contractor, subcontractor, or material man who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

NOTICE AS TO REQUIRED DEPOSIT OF PAYMENTS

The home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the New York Lien Law. In lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.

NOTICE AS TO RIGHT TO CANCEL

In addition to any right otherwise to revoke an offer, the owner may cancel the home improvement contract until midnight of the third business day after the day on which the owner has signed an agreement or offer to purchase relating to such contract.

Signed this _____ day of _____, 201__.

OWNER
(Print Name)

Adam Katzman –owner Autonomous Energies LLC

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

Dated: _____

OWNER
(Print Name)

EXHIBIT A

Solar System Equipment

Cost

(16) LG 335 Watt All Black Solar Panels	\$5,100
(1) SMA 5.0 SB 41-US Inverter	\$2,449
(1) Balance of System (including but not limited to): racking system, internet monitoring equipment, switches & hardware, MC quick connect cables, THWN-2 Conductors, bare copper, lengths of conduit and conduit connectors, disconnects	\$5,200
Total materials cost	\$12,749
Labor	\$4,300
Total materials and labor cost	\$17,049
Design, Engineering, Permitting and Inspections	\$5,850
TOTAL COST	\$22,899
NYSERDA rebate	(\$1,876) (to be paid to AE by NYSERDA)
Cost after rebate and financing	\$21,023

Estimated Annual Energy Production

First year estimated Kilowatt hour (KWH) production is 5,177 kWh.