



SERVICE WORK TERMS AND CONDITIONS



These Terms and Conditions (the "Agreement") governs any service work performed by Solar Topps, LLC. ST and the Customer will be known individually as "Party" or collectively as "Parties." The Parties therefore agree to the following:

1. **WORK**

a) **SCOPE OF WORK**

ST will ensure all Work is performed in a professional and workmanlike manner in full compliance with all applicable codes and laws, and in strict accordance with the terms set forth in this Agreement. ST carries commercial general liability insurance with coverage amounts that meet or exceed those required by law and workers' compensation insurance for all employees in compliance with the law. ST shall at its own expense obtain and possess all necessary inspections, licenses, permits, and any other necessary requirements to complete its Work. ST may terminate this Agreement if there is a failure to obtain all permits and governmental approvals required for performance of its Work.

ST reserves the right to cancel this Agreement or postpone the Service Work if Property conditions are found insufficient for fulfilling its obligations. ST is not responsible for any known or unknown Property conditions, including those that may be exasperated by normal practices. The Customer will be responsible for any structural integrity and electrical modifications necessary for ST to complete its Service Work. Additionally, when electrical equipment is placed on the outside of the property, the Customer shall ensure that it has any shade or protective covering needed for optimal performance. Lastly, if ST is installing a system monitoring device, the Customer must, at their sole expense, maintain a compatible internet connection to said device. ST does not monitor the system nor provide any warranties or guarantees regarding performance. For more details, please see the Limited Warranty section of this Agreement.

b) **EXCLUSIONS**

The obligations and restrictions of this Agreement do not apply to changes to the Work desired or required by the Customer or required by the AHJ (Authority Having Jurisdiction), Utility, HOA or any other entity. If any changes to this Agreement are needed, the Customer will bear the full cost(s) of said changes, including, but not limited to upgrade of existing main service panels, subpanels or switchboards; replacement, repair or upgrade of existing roof or support roof structures; and, additional permitting requirements by local building authorities. Moreover, where trenching, excavating, or backfilling is required to be performed under ST's scope of work, ST will work to restore the property to as close to its original condition, however, due to the nature of its work, ST, it's agents, contractors or subcontractors will not be responsible for any issues or adjustments including, but not limited to, settlement of the earth, cracking, patching, repairing, painting, marking, or replacement of ground, concrete, asphalt, parking lot, sidewalks, driveways, building structures or fixtures, and any landscaping including grass, shrubbery, trees, sprinklers, lights, or fixtures.

2. **PROPERTY**

a) **CONSENT AND RIGHT TO ACCESS**

Customer authorizes and warrants they are the legal owner of the Property and give ST approval to access the Property during the entire term of this Agreement in order to perform all work necessary to install the System. If this Agreement terminates, ST shall maintain access rights for up to 180 days after the termination. Unless agreed by the Parties in writing, the Customer shall not retain any other person or entity to provide services at the Property during the time ST is performing it's work if those services to be provided by the other party might interrupt ST's access to the Property or the System. Customer agrees to provide a safe and secure work environment at the Property during the term of this Agreement. ST may immediately cease any and all Work if any hazardous materials are found on site until such materials are removed from the Property, which is the sole responsibility of the Customer. Any work stoppage due to Property unavailability does not relieve ST or the Customer of their responsibilities under this Agreement.

3. **PAYMENT**

a) **PRELIMINARY COST ESTIMATE**

Prior to commencing Service Work, ST will provide the Customer with a Preliminary Cost Estimate that may detail ST's findings at the Property, the diagnosis ST recommends to overcome any issues, the estimated cost of performing such services and procuring any necessary equipment, and the anticipated amount of time it should take to complete the services necessary. ST will commence the Service Work once the Customer has made Payment per the terms agreed with ST, and the Customer or ST have procured any and all necessary parts, material or components to perform the Service Work. When performing its work, if ST notices that further repair or replacement of materials, components or parts, will be needed, beyond which were originally considered in the Preliminary Cost, ST may cease its Service Work and issue a Revised Cost Estimate, which the Customer will have to agree to prior to ST commencing its Service Work. Once ST's Service Work is completed, ST will issue a Final Payment Invoice for all costs that have been incurred in performance of the Service Work. ST shall maintain title to all of the Work and materials delivered to the Property until final payment has been made by the Customer.

b) **PAYMENT FORM**

All payments must be made in U.S. Dollars and in the form of a check, cashier's check, money order, wire transfer, or credit card made payable to the Company. There will be 3% additional processing fees associated with credit card payments. The

Customer will be charged a fee of twenty-five (\$25) dollars, or such lower amount as required by law, for each check or withdrawal right that is returned or refused by the Customer's bank.

c) LATE FEES AND PENALTIES

If the Customer does not pay any amount owed under this Agreement when due, as a late fee, the Customer will be charged interest at a rate equal to fifteen percent (15%) annually, calculated daily and compounded monthly. The Customer will also reimburse the Company for all costs incurred in collecting any late payments including attorneys' fees.

d) NO SETOFFS OR WITHHOLDINGS

The Customer has no right to setoff, make deductions or withhold any payment due to the Company for any malfunction, damage or blemishes to the System, its included components or materials, or to the Property, or for any defects in workmanship or other issues once the Company has completed its work as determined in its sole discretion.

e) ARIZONA MECHANICS LIEN LAW

Under Arizona Mechanics Lien Law, any person or entity that helps to improve a property and is not paid for their work or supplies has a right to place a lien on said property and sue for payment in court. The Customer acknowledges this right and authorizes ST, its agents or subcontractors, to file a pre-lien notice as required by law or a mechanic's lien in accordance with Arizona law for the system that will be removed upon full payment of amounts owed.

4. LIMITED WARRANTY

a) MATERIALS AND WORKMANSHIP

ST warrants that all of its work will be free from material, construction, and workmanship defects for one (1) year following the completion of its Service Work, known as the Limited Warranty "Start Date," which shall be the day ST has notified the Customer it has completed its work or issued the Final Payment invoice, whichever happens first. Any claim under this Limited Warranty must be made before its expiration date.

b) DAMAGE WARRANTY

If damage is caused to the Property by ST, its agents, contractors or subcontractors at any time during the Service Work, ST will, in its own discretion, either repair the damage to a commercially reasonable standard or reimburse Customer for damage as limited by the terms in this Agreement. ST will not be responsible for any damage reported more than fifteen (15) days after the completion of the Work, or if the Property was built more than fifty (50) years prior to the start of its Service Work, or is on an unpermitted structure. The total aggregate liability of ST arising out of or related to this Limited Warranty will be the total amount directly paid by the Customer to ST at the time of making a claim.

c) WARRANTY EXCLUSION

This Limited Warranty shall exclude all products not manufactured by ST. Customer will be made privy to any existing manufacturer warranties, which includes all warranties provided by the manufacturers of the components, accessories and equipment that Solar Topps installs. The items generally include, but are not limited to, solar panels, inverters, batteries, racking hardware, mounting hardware, disconnect switches and/or controller. Written copies of all warranties may be obtained from www.solartopps.com/warranties. If any such manufacturer warranties are exercised, ST, its agents, contractors or subcontractors will replace the defective part only when an authorized replacement has been provided by the manufacturer. All other system components are covered by a 2-year warranty. The Limited Warranty excludes any energy measuring or monitoring equipment or service.

This Limited Warranty does not replace, extend, modify, reset or supersede existing system warranties including manufacturer's warranties, roofing warranties, parts and labor warranties, system warranties, workmanship warranties, limited warranties, express warranties, extended warranties, performance guarantees or production guarantees. Moreover, it does not apply to: work performed or materials that were modified, repaired, or attempted to be repaired or used by anyone other than ST or its representatives, without ST's prior written approval; any damages resulting from Customer's breach of the Agreement, ordinary wear and tear, pre-existing conditions whether known or unknown by ST or the customer, weather, force majeure events, organic pathogens, or shrinking or cracking of grout and caulking; shading of paints and finishes exposed to sunlight; if there is less than a 4-inch air space between the roof-membrane where the system is installed and the ceiling, the roof joists are conventional wood frame joists including, but not limited to, 2 x 6 - 2 x 12, the roof deck is made of metal, steel, aluminum, tin, any combination thereof, or a special, non-standard material, the finished ceiling is a made of wood, or the system is installed on a log-roof, or if the system is installed on non-prefabricated, engineered truss systems including, but not limited to, conventional framing roof systems, rafters, open ceilings, and patios or similar structures; and, insufficient or improper system maintenance by Customer or Customer's contractor/subcontractor/agents.

d) OTHER EXCLUSIONS:

- 1) **EXISTING ELECTRICAL SYSTEM:** ST has no liability related to the Customer's current electrical system and provides no written or implied warranty regarding Customer's existing system. ST is not responsible for any existing violations of building codes or other regulations related to the Customer's current system.
- 2) **EXISTING SOLAR OR BATTERY SYSTEM:** ST has no liability related to the Customer's current solar or battery system. If there are finance or lease charges related to the existing system, ST is not responsible for those payments while ST's system installation is in process.

3) **EXISTING ROOF WARRANTIES:** Customer acknowledges that ST has no liability if its installation voids a pre-existing roof warranty.

4) **NON-INTENDED USE:** ST is not responsible for the system outside of its intended use and purpose.

e) REPAIR AND REPLACEMENT

If the Customer makes a claim under the Limited Warranty, ST shall evaluate, and if necessary, repair or replace the Work at issue. Such repairs or replacements will be completed by ST, its agents, contractors or subcontractors within a reasonable time after notice of a claim being received. If a correction cannot be completed despite ST's reasonable efforts, the Parties will negotiate an equitable adjustment in the Price. Customer is responsible for any maintenance and/or product repairs required outside of the Limited Warranty.

f) EXCLUSIVE REMEDY; LIMITATIONS OF REMEDIES AND DISCLAIMERS; EXCLUSIONS

This Limited Warranty is to serve as the exclusive remedy for all material and workmanship defects claimed under this Agreement. The Customer acknowledges the System is provided on an "as-is" basis. All warranties, express or implied in law or in fact, are disclaimed except to the extent of the Limited Warranty. The Limited Warranty is the only warranty ST makes with respect to the Service Work, is made in lieu of all other warranties and ST specifically disclaims any implied warranties relating to its workmanship. This warranty disclaimer includes without limitation the implied warranty of merchantability, fitness for a particular use or purpose, any implied warranty arising out of course of dealing, or for performance.

g) WARRANTY TRANSFER

The Limited Warranty cannot be transferred.

h) ST CONTACT INFORMATION

Email: support@solartopps.com

Phone: (480) 940-1201

Address: 102 S. 28th St., Phoenix, AZ 85034

Website: www.solartopps.com/contact-us/

5. CUSTOMER-CAUSED DELAYS; FORCE MAJEURE

a) CUSTOMER-CAUSED DELAYS

ST shall not be liable for any delays or failures to comply with Agreement obligations caused by the Customer or the Customer's contractors/subcontractors/agents.

b) FORCE MAJEURE

Except for payment of money, neither Party will be liable for any failure or delay beyond the respective Party's reasonable control. These delays include delayed deliverables from outside companies, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, epidemic, pandemic, failure of telecommunications carrier or the internet, failure of public utilities, or governmental acts. Should there be a Force Majeure event, Customer's payment obligations for Work completed up to the Force Majeure event shall continue and be due and owing. ST reserves the right to cancel this Agreement should any Force Majeure event or Customer-Caused Delay occur and impact performance of the Work.

6. DEFAULT OR TERMINATION

a) DEFAULT BY ST

ST will be in default under this Agreement if any of the following occur: 1) Failure to perform Agreement obligations after 60-day receipt of written notice of default; or, 2) Written admittance of insolvency, filing of a voluntary petition of bankruptcy or any substantially similar activity by ST.

b) REMEDIES IN CASE OF DEFAULT BY ST

If ST is in default under this Agreement, the Customer may: 1) Terminate this Agreement; or, 2) Pursue available remedies either through this Agreement or by law.

c) DEFAULT BY CUSTOMER

Customer will be found in default of this Agreement if any of the following occurs: 1) Delayed payment of five (5) business days or more; 2) Failure to perform any material obligation undertaken in this Agreement and continuation of said failure for 30 calendar days after receipt of written notice; 3) Provision of false or misleading information to obtain this Agreement; 4) Assignment, transfer, encumber, sublet, or sale of this Agreement or any part of the System without ST's prior written consent; or, 5) Written admittance by the Customer of insolvency or filing of a voluntary petition of bankruptcy.

d) REMEDIES IN CASE OF DEFAULT BY CUSTOMER

Should Customer default on this Agreement or subsequent default after remedy has been pursued, ST has the right to select and pursue all remedies that it sees fit, including: 1) Termination or suspension of the Agreement; 2) Necessary actions to recover damages or enforce performance of this Agreement. If this course of action is taken, any expense incurred by ST will be added to Customer's fees with payment due immediately; 3) Removal and return of the System and its components at the Customer's expense; 4) Disconnect, turn off or take back of the System by legal process or self-help; 5) Report the non-operational status of the System to Customer's Utility; 6) Charge Customer a reasonable reconnection fee for reconnecting the System to the Utility or System after disconnect due to Customer's default; 7) Recovery of all due payments, taxes, and all or any other sums then due

and owing; 8) Seek a pre or post-judgment lien or similar security interest on or against Customer's property or the Property; 9) Recovery of all direct and indirect, internal and external expenses incurred in partial completion of the Work, plus 25% profit thereon; or, 10) Pursue any other remedy available to ST pursuant to this Agreement or by law.

In pursuance of remedies, the Customer agrees to repay ST for any reasonable costs expended to correct or cover Customer default. This includes reimbursing ST for any expenses incurred, plus 25% profit thereon.

e) NON-DEFAULT TERMINATIONS

Either Party may terminate this Agreement without further liabilities or obligations on either Party if one of the following events occurs: 1) Issuance of an order of a court or other public authority having jurisdiction which requires all the Work to be stopped; or, 2) Force Majeure event that lasts more than 365 days.

7. INDEMNITY

a) INDEMNIFICATION OF CUSTOMER

To the fullest extent permitted by law, ST shall indemnify Customer from and against any and all loss, damage, expense and liability, including fines, penalties, court costs and reasonable attorney's fees caused by the willful conduct or gross negligent acts of ST, but only to the extent caused by the sole fault of ST. ST shall have no obligation for any claims, demands, causes of action, damages, liabilities, losses or expenses caused by the Customer or the Customer's contractors/subcontractors/agents or any part other than ST. Nothing herein abridges the right, if any, of Customer or ST to seek contribution from others where appropriate.

b) INDEMNIFICATION OF ST

To the fullest extent permitted by law, the Customer agrees to indemnify, defend, protect, save and hold harmless ST, its affiliates, managers, members, employees, officers, directors, shareholders, owners, contractors, agents, successors and assigns from any third party claims, actions, costs, expenses – including reasonable attorneys' costs and expenses – damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to the Service Work or the Agreement to the extent caused by the Customer or the Customer's contractors/subcontractors/agents. This includes anything in connection with or arising from any third-party claim for physical or other damage to, or physical destruction of, property or death or bodily injury to any person to the extent caused by: i) any breach, violation, or default under this Agreement or any applicable legal requirements by Customer; and ii) any willful misconduct or gross negligent acts or omissions of Customer, Customer's contractors/subcontractors/agents, employees or others under Customer's control.

c) NO INDEMNIFICATION

In no event shall a Party be obligated under this section to the extent claims, demands, causes of action, damages, liabilities, court costs and reasonable attorney's fees, and other losses expenses arise due to the negligence or willful misconduct of the other Party.

8. LIMITATIONS OF LIABILITY

a) DIRECT OR INDIRECT DAMAGES

ST disclaims any liability for direct or indirect damages resulting from improper use, modifications, alterations, repairs, misuse, abuse, vandalism, damage caused by the serving Utility company, fire, storm, flood or other acts of God. Except as provided for herein, ST and its representatives will not be liable to Customer for any direct, indirect, special, punitive, exemplary, incidental, liquidated or consequential loss or damage of any nature, even if such loss or damage could have been foreseen.

b) NO LIABILITY FOR THIRD-PARTY REPRESENTATIONS

Customer explicitly acknowledges that ST is not liable for any representations not in writing in this Agreement or those made by contractors, subcontractors, agents or third-parties, such as a Sales Company, including, but not limited to, system capacity, system design, system production, reduction in energy bills or projected monetary savings.

9. DISPUTE RESOLUTION

Any dispute or claim arising out of or related to this Agreement shall be submitted to an experienced private construction arbitrator that shall be mutually selected by the Parties to conduct a binding arbitration in Phoenix, Arizona. The arbitrator shall either be a licensed attorney or retired judge who is familiar with construction law. If the Parties cannot mutually agree to an arbitrator within 30 days of written demand for arbitration, then either of the Parties shall submit the dispute to binding arbitration with the American Arbitration Association ("AAA") for administration in accordance with the Construction Industry Arbitration Rules and Mediation Procedures. Judgment upon the award may be entered in any Court having jurisdiction thereof. The Parties expressly agree the venue of any arbitration shall be in Phoenix, Arizona. To the fullest extent permitted by law, each of Party shall bear an equal share of the administrative fees of arbitration. In the event this provision is found unenforceable, Parties agree the arbitration provision shall remain fully valid and enforceable. The prevailing Party in any legal proceeding, including arbitration, related to this Agreement shall be entitled to payment of reasonable attorney's fees, expert's fees, costs and expenses.

10. NO SAVINGS GUARANTEE

The Customer explicitly acknowledges, and by executing this Agreement understands, ST provides no warranty or guaranty with respect to any cost savings from use of the System. The Customer has been warned that due to the nature of their Utility's program including their demand charges, fees, and decrease (or elimination of) in net-metering credits, there is no way to

determine whether or not the Customer will achieve any level of savings or reductions on their electric bill, and that they may end up paying more to the Utility than their pre-installation expenditures if they do not properly regulate their electrical usage, which they are entirely responsible for understanding and ensuring at all times. The Customer understands that they will bear any and all responsibility in regards to contacting their Utility about which rate structure to choose when adding any of the major system components and the nature of their current or future electrical expenditures.

11. NO TAX OR REBATE REPRESENTATIONS

Customer explicitly acknowledges that ST has made no representations regarding any Utility, State or Federal Tax incentives or rebates for which the Customer may be eligible. The Customer further acknowledges that the Price does not reflect any incentives or rebates for which the Customer might be eligible.

12. CONSENT TO CAPTURE AND CONTACT

The Company retains the rights to take all pictures and recordings before, during, and after installation for its internal purposes, safeguards, and checks. The Company may use media material including quotes, photographs, video, and audio recordings ("media") of the Customer's person or property in a manner only to market its services and offerings. Customer acknowledges that any use of said media shall not entitle them to any compensation. Moreover, Customer acknowledges that by signing this Agreement they will be subject to receive project updates, marketing emails, text/SMS communication from ST.

13. RIGHT TO CANCEL

ST reserves the right to cancel, modify or postpone this Agreement, and/or propose a new Agreement at its own discretion. All Work will cease until a new agreement is in place. If ST cancels this Agreement and Customer does not accept new Agreement, all funds will be reissued to the Customer within fifteen (15) days of cancellation. The Customer reserves the right to cancel this Agreement at their own discretion. If the Customer cancels this Agreement prior to ST beginning its Service Work, all funds will be reissued to the Customer within fifteen (15) days except for any costs incurred, additional shipping, handling or restocking fees that ST may be subject to for items procured to perform the Service Work. If the Customer cancels this Agreement after ST has begun its Service Work, the Customer is obligated to immediately pay the entire amount owed per the Preliminary Cost Estimate.

14. GENERAL PROVISIONS

a) GOVERNING LAW

The validity, interpretation, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted by the laws of the State of Arizona, without giving effect to principles of conflicts of law. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the courts of Maricopa County, Arizona (USA) located in Downtown Phoenix.

b) NOTICES

All notices under this Agreement must be in writing and must be by personal delivery, facsimile transmission, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses outlined in this Agreement or such other address as either party may specify in writing. Each document faxed or sent via PDF will be deemed an original document.

c) SURVIVAL, WAIVER, SEVERABILITY

The provisions of these Terms and Conditions shall survive the expiration or termination of this Agreement for any reason, along with all indemnity obligations hereunder. No waiver of any of the provisions by any Party shall be effective unless explicitly set forth in writing and signed by the other Party. The Parties agree that provisions of this Agreement are severable, and if any part of the Agreement is found to be unenforceable, all other provisions shall remain fully valid and enforceable.

d) ASSIGNMENT

The Customer may not assign, sell, pledge or in any other way transfer their interest in the components unless agreed so by the Company in writing. Under no circumstances should consent be unreasonably withheld, conditioned or delayed. Once the Customer owns the System, they can assign or delegate this Agreement to the new Property Owner where the System is installed with 30 calendar days' notice to the Company. The Company may assign, sell, or transfer the System, its liabilities, and obligations under this Agreement unilaterally with notice to the Customer. If a transfer occurs the Customer will be notified if this will change the address or phone number to use for System maintenance or warranty requests.

e) AMENDMENT AND MODIFICATION

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the signing authority of each Party.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties. Any plans, specifications, and other data furnished with or in connection with this Agreement are descriptive of the specifications, terms and conditions contained herein. The terms of this Agreement shall prevail in case of conflict between the provisions stated in the plans and specifications or other data, and the terms of this Agreement.