

525 W Baseline Rd., Mesa, AZ 85210 www.titansolarpower.com 1.855.SAY.SOLAR





Professional



ROC #334037

525 W Baseline Rd. Mesa, AZ 85210 www.titansolarpower.com 1.855.SAY.SOLAR

PURCHASE & INSTALLATION AGREEMENT

Property Owner(s):

Property Address:

Phone Number: Email:

Estimated First Estimated Annual Estimated Slope Year Production: 13616 Degradation: .75% estimated Slope

Azimuth: 88, 269 System Size (in watts): 8,800.00 Inverter Brand: SolarEdge

Panel Brand: Msolar Panel Model: 108BB 400W HC Series

Panel Quantity: 22 Racking: Unirac

Additional Materials/Notes:

Sub-Panel Upgrade, Utility Interconnection Fees above \$500, SolarEdge Extended Warranty

SE6000H, Insulation (Not Provided by Titan)

PAYMENT AND PRICE

Sales Price/Watt: 7.67 Total System Cost: 67479.77

Estimated Value of Utility Incentive (if any) Payment Method: Cash Loan: X

FINANCE PAYMENT: Financier: GoodLeap Term: 25 APR: 4.99

CASH \$2,000 DEPOSIT 2ND 3RD \$1,000 FINAL PAYMENT: N/A PAYMENT: N/A PAYMENT

WARRANTY: Titan Solar Power AZ, Inc. warrants that all labor will be free from defects for a period of 25 years from the date of completion. Customer will be provided with the standard warrantees from major equipment manufacturers. See Section 6 of the attached Terms and Conditions for complete warranty information.

TIMELINE FOR COMPLETION: Titan Solar Power AZ, Inc. shall not be liable for delays due to circumstances beyond its control. Any starting or completion dates provided by Titan Solar Power AZ, Inc. are at best estimates and subject to change. Project start dates are generally 5-7 business days from the date of Agreement signing. The time period from Agreement review to the Utilities' Permission to Operate will not be later than 270 days from Agreement signing.

DEFINITIONS

- (a) This Agreement incorporates by reference the Terms and Conditions set forth below.
- (b) "Agreement" means this Purchase & Installation Agreement made and entered into by Titan Solar Power AZ, Inc. and Customer.
- (c) "Cover Page" refers to the terms and items set forth on this Page 1 of the Agreement. "Price" is defined in the Payment and Price section above.
- (d) "Price" is defined in the Payment and Price section above.
- (e) "Property" means the real property owned by Customer and designated by property address above.
- (f) "Effective Date" determines the date upon which this Agreement begins as outlined in the Terms and Conditions set forth below
- (g) "Customer" means to the legal owner of the Property and signing authority for the Agreement.
- (h) "Titan Solar Power AZ, Inc." is referred to in the Agreement interchangeably as "TSP" or "Titan Solar Power".
- (i) "Product" and "System" are used interchangeably in the Agreement and refers to the Photovoltaic Solar System Titan Solar Power has been contracted to install.
- (j) "Work" and "Installation" are used interchangeably in the Agreement and refers to the entire scope of work Titan Solar Power is to perform and as described in the Terms and Conditions set forth below.
- (k) "Installation" broadly refers to the entire scope of Work which Titan Solar Power is responsible for under this Agreement.
- (I) "Completed Installation" means the Product is fully installed and is ready for start-up and testing
- (m) "PTO" means Permission to Operate.

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TERMS AND CONDITIONS

11/20/2023

This Agreement is entered into effective _____ ("Effective Date") by and between **TSP**, an Arizona corporation, and _____ ("**Customer**"). TSP and Customer will be known individually as "**Party**" or collectively as "**Parties**."

The Parties therefore agree to the following::

1. WORK. → <u></u>

- 1.1. SCOPE OF WORK: Titan Solar Power will provide Customer with the following:
 - (a) Titan Solar Power will install the Product and its components as described on the Cover Page of this Agreement.
 - (b) Titan Solar Power will ensure all Work is performed in a professional and workmanlike manner in full compliance with all building codes and other applicable laws.
 - (c) Titan Solar Power shall at its own expense obtain and possess all necessary inspections, licenses, permits, and other things necessary and required for completion of the Work.
 - (d) Titan Solar Power will exercise reasonable efforts to ensure the Work is performed on an uninterrupted basis. Titan Solar Power is not responsible for delays and/or malfunctions caused by hardware, network problems or third-party operating systems, or Customer error.
 - (e) Titan Solar Power is not responsible for any representations regarding TSP's scope of work made to Customer by third parties or independent contractors.
- **1.2. EXCLUSIONS**: The obligations and restrictions of this Agreement do not apply to changes to the Work desired by Customer. If any changes to this Agreement are requested, Customer will bear the full cost(s) of said changes. Changes, alterations, and deviations include but are not limited to:
 - (a) Upgrade of existing main service panels, sub-panels, or switchboards.
 - (b) Replacement, repair, or upgrade of existing roof or supporting roof structure.
 - (c) Tree removal, fencing, weed abatement, curbing, gravel, or landscaping.
 - (d) Non-standard ground work (such as on difficult soil conditions).
 - (e) Additional grading, rock/boulder removal, blasting, coring, soil testing, compaction for footings, and trenching.
 - (f) Structural engineering calculations or analysis of existing structures.
 - (g) Habitat studies, additional inspections, or fees of any type.
 - (h) Additional permitting requirements by local building authorities or jurisdictions.
 - (i) Additional exclusions described in the Additional Materials/Notes field on the Cover Page.
 - (j) Any work, services or obligations not specifically mentioned or identified in the Scope of Work are expressly excluded.

Any agreed changes to this Agreement shall be put in writing, signed by both Parties, and amended to this Agreement.

- **1.3. PERFORMANCE**: Titan Solar Power shall perform the Work in a professional and workmanlike manner and in strict accordance with the terms set forth in this Agreement.
 - **1.3.1. DELAYS**: Titan Solar Power shall not be liable for any delays beyond its control. Any starting or completion dates provided by Titan Solar Power are best estimates and subject to change. Titan Solar Power's performance is based upon the prompt, complete, and accurate fulfillment of all Customer's obligations. This is including but not limited to payment.

2. PROPERTY. 📆

- 2.1. CONSENT AND RIGHT TO INSTALL: By signing this Agreement, Customer:
 - (a) Gives Titan Solar Power approval to install the Product on the Property referenced in this Agreement.
 - (b) Customer acknowledges and warrants they are the legal owner of the Property.
- 2.2. ACCESS: Customer shall afford Titan Solar Power direct access to the Property for the purposes of:
 - (a) Surveying, designing, installing, constructing, testing, operating, maintaining, repairing, and replacing the Product and its components.
 - (b) Making any additions to the Product or installing complementary components on or around the location of the Product.
 - (c) Surveying, installing, testing, and maintaining any necessary electric lines, inverters, or meters to interconnect the Product to the Property's electric system and/or to the utility's electric distribution system.
 - (d) Performing any other Agreement obligations of Titan Solar Power.
 - (e) If this Agreement is to terminate or be cancelled by either Party, Customer understands and agrees Titan Solar Power shall maintain access rights for up to one hundred and eighty (180) days after termination or cancellation for all lawful purposes, including, but not limited to, recovery of the Product, the System, or any other tangible property of TSP at the Property.
- **2.3. SITE INSPECTION**: Customer agrees to allow Titan Solar Power and any of its acting professionals (including site surveyors, engineers, architects, and/or licensed contractors/subcontractors) access to the Property prior to installation. This is to ensure the Property can accommodate the Product and its components. Titan Solar Power reserves the right to cancel this Agreement or postpone the Work if Property conditions are found insufficient for installation (full details provided in **SECTION 5 CHANGED CONDITIONS**).
- **2.4.** REASONABLE NOTICE: Titan Solar Power shall provide Customer with reasonable notice of its need to access the Property.

2.4.1. NO INTERFERENCE: Customer shall ensure that Titan Solar Power maintains access rights during the entire term of this Agreement and/or pursuant to Section 2.2 above, without interference by Customer or any third parties. Customer understands and agrees that it is a breach of this Agreement to interfere with TSP's access rights as set forth above.

2.4.2. REMOVAL OF HAZARDOUS MATERIALS: Customer agrees to provide a safe and secure work environment at the Property during the term of this Agreement. This includes Customer's responsibility for removal and related removal costs of any hazardous materials on the Property. Hazardous material includes but is not limited to: asbestos, PCBs, petroleum, or hazardous waste. Titan Solar Power may immediately cease any and all work if any hazardous materials are discovered on the Property.

In the event of a cessation of Work in accordance with this Section, Titan Solar Power shall not be required to resume Work until Customer delivers written proof by required local building authority:

- (a) Specifying that such condition(s) and all affected area(s) have been rendered safe for the resumption of Work.
- (b) Specifying any special conditions under which the Work may resume safely. Any work stoppage due to Property unavailability does not relieve Titan Solar Power or the Customer their responsibilities under this Agreement.
- 2.5. DISCLOSURE OF HOMEOWNERS ASSOCIATION, CC&RS, AND COMMON AREAS: If the Property is part of a Homeowners Association ("HOA") and/or subject to any Covenants, Codes, and Restrictions ("CCRs"), Customer understands and agrees they have an affirmative obligation to disclose same to TSP. In addition, this obligation includes Customer's disclosure and/or identification of any HOA common areas which may impact or effect TSP's ability to install the System. Customer's failure to comply with this Section 2.5 is a breach of this Agreement.

3. PAYMENT. 虚

- **3.1. PRICE**: In consideration of performance of the Work, Customer shall pay to Titan Solar Power the Price defined on the Cover Page. The Price shall be paid in full upon Completed Installation of the Product.
- **3.2.** FINANCE DEALS: Financed projects are subject to the payment schedule terms of Customer's third-party finance company. Customer understands and agrees that Titan Solar Power is not a party to any third-party financing agreement entered into by Customer.

3.3. CASH DEALS.

3.3.1. INITIAL DEPOSIT: Upon the effective date, Customer shall pay to Titan Solar Power a \$2,000 deposit, as referenced on the Cover Page. Titan Solar Power agrees to refund the full deposit amount if Customer chooses to cancel within three (3) business days following the Effective Date. Cancellations after the Effective Date may result in additional charges that Customer shall be responsible to pay. No work will commence until the \$2,000 deposit is received. If neither Party cancels the Agreement, the deposit shall be applied to the contract price. These terms do not apply if the deposit on the Cover Page is zero (\$0).

3.3.2. MILESTONE PAYMENTS:

FIRST PAYMENT
Upon the effective date, the Customer
shall pay to Titan Solar Power a \$2,000
deposit, as referenced on the Cover page.

The second payment, in the amount of \$ N/A is due upon obtaining a Permit to install the Product. Permit is granted by the local authority having jurisdiction. This timeline is subject to governing jurisdictions of which Titan Solar Power holds no authority. This

SECOND PAYMENT

urisdiction. This timeline is subject to
governing jurisdictions of which Titan
Solar Power holds no authority. This
balance is half of the remaining balance
due for the Product (as referenced on the
Cover Page).

THIRD PAYMENT

The third payment, in the amount of \$N/A is due upon the completed installation of the Product.

FINAL PAYMENT

The final payment, in the amount of \$1,000 is due upon PTO. PTO is granted through Customer's Utility Company. Please note that Titan Solar Power will work diligently to schedule with the Utility Company, however, it has no control over when the Utility Company will actually commission the system.

3.4. LATE FEES AND PENALTIES: Past due amounts shall accrue interest from the date due at an interest rate of 15% per annum.

4. PERFORMANCE TIMELINE. 4

- **4.1. COMMENCEMENT**: After receiving all required permits, Titan Solar Power shall begin working at the Property ("Commencement") within 60 business days.
- **4.2.** GUARANTEED COMPLETION: Unless otherwise provided, TSP shall achieve Completed Installation within 60 business days from Commencement ("Guaranteed Completion Date").
 - **4.2.1. EXTENSION**: Titan Solar Power retains the right to modify the Guaranteed Completion Date due to Force Majeure Events, Customer caused delays, and other circumstances beyond its control. These circumstances include but are not limited to:
 - (a) Delays due to Product(s) manufacturer(s).
 - (b) Equipment availability.
 - (c) Finance completion.
 - (d) Permit delays due to Customer's governing jurisdiction(s) or Customer's HOA.
 - **4.2.2. TITLE OF SYSTEM**: Prior to Completed Installation and delivery of Final Payment, Titan Solar Power shall maintain title to all of the Work and materials delivered to the Property. Upon Final Payment, all legal title(s) and full ownership of the Product shall pass to Customer.

5. CHANGED CONDITIONS

5.1. RIGHT TO TERMINATE.

- **5.1.1. FAILED SITE INSPECTION RESULT**: If the Property fails the initial site survey, Titan Solar Power reserves the right to terminate, modify, or postpone this Agreement, and/or propose a new agreement.
- **5.1.2.** NEW CONDITIONS: Titan Solar Power shall have the right to terminate, modify, or postpone this Agreement, and/or propose a new agreement in the event Titan Solar Power discovers any conditions that would depreciate Work quality, including but not limited to:
- (a) Unexpected environmental concerns.
- (b) Acts of God.
- (c) Events that require further permitting or involvement from local or state building authorities.

- **5.1.3. TITAN SOLAR POWER'S RIGHT TO TERMINATE**: Prior to Completed Installation, Titan Solar Power shall have the right to terminate this Agreement in its sole discretion, and for any reason
- **5.1.4.** CUSTOMER'S RIGHTS: Customer reserves the right to accept or reject: (a) any proposed modifications to this Agreement; or (b) any new agreement if Titan Solar Power elects to terminate this Agreement. In the event of modification or new agreement, all Work to be performed under this Agreement will cease until a modified or new agreement is in place. Customer understands and agrees that if an Agreement modification or new agreement is rejected, or the Agreement is terminated, Customer is liable for any costs expended by Titan Solar Power up to the date of rejection or termination.

5.1.5. AGREEMENT TO PAY: Certain aspects of TSP's execution of the Work have associated fees and or costs. Such items include but are not limited to sight survey, design, permitting, removal of System, and removal of System components. Customer acknowledges and agrees that upon termination or cancellation of this Agreement, Customer is responsible for payment of all fees and/or costs incurred by TSP prior to termination or cancellation. Payment of all fees and/or costs will be made by Customer to TSP within fourteen (14) business days of receipt of invoice for payment.

6. LIMITED WARRANTY.

6.1. MATERIALS AND WORKMANSHIP: Titan Solar Power warrants that all of the Work and the System will be free from material, construction, and workmanship defects for twenty-five (25) years following the Completed Installation (the "Limited Warranty"). Any claim under the Limited Warranty must be made before its expiration date. Customer will be provided with the standard warranties from major equipment manufacturers..

6.2. WARRANTY EXCLUSION.

THE AFOREMENTIONED LIMITED WARRANTY SHALL EXCLUDE ALL PRODUCTS NOT MANUFACTURED BY TITAN SOLAR POWER. CUSTOMER WILL BE MADE PRIVY TO ANY EXISTING MANUFACTURER WARRANTIES. THIS INCLUDES ALL WARRANTIES PROVIDED BY THE MANUFACTURERS OF THE COMPONENTS, ACCESSORIES AND EQUIPMENT THAT TITAN SOLAR POWER INSTALLS. THESE ITEMS GENERALLY INCLUDE (BUT ARE NOT LIMITED TO): SOLAR PANELS, INVERTERS, AND/OR DISCONNECT SWITCHES.

WRITTEN COPIES OF ALL SUCH WARRANTIES MAY BE FOUND ONLINE AT WWW.TITANSOLARPOWER. COM/EQUIPMENTWARRANTIES. IF A WARRANTY IS NOT AVAILABLE FOR A PRODUCT COMPONENT, AND/OR ACCESSORY, TITAN SOLAR POWER WILL SUBSTITUTE A REASONABLE EQUIVALENT WARRANTY. THE LIMITED WARRANTY EXCLUDES ANY MEASURING OR MONITORING EQUIPMENT OR SERVICE.

6.3. OTHER EXCLUSIONS.

TITAN SOLAR POWER IS NOT RESPONSIBLE FOR THE SYSTEM OUTSIDE OF ITS INTENDED USE AND PURPOSE. CUSTOMER SHALL NOT HOLD TITAN SOLAR POWER LIABLE 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.

6.4. REPAIR AND REPLACEMENT: If Customer makes a claim under the Limited Warranty, Titan Solar Power shall repair or replace the Work at issue. Such repairs or replacements will be completed by Titan Solar Power or subcontractors within a reasonable time after notice of a claim is received.

If a correction cannot be completed despite Titan Solar Power'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.

- **6.5. ROOF PENETRATION WARRANTY**: Titan Solar Power warrants that all Product-related roof penetrations made during Installation will be weather-tight for a period of twenty-five (25) years. The roof penetration warranty will be voided if any work is performed on the roof by Customer, Customer's contractor/subcontractor/agents or third parties during the warranty period. The roof penetration warranty does not cover:
 - (a) Leaks occurring in areas of the Property's roof not impacted by the System.
 - (b) Pre-existing and/or underlying failures of the Property's roof.
 - (c) Foreign objects causing damage to the Property's roof (e.g., hail, golf balls, etc.).
 - (d) Insufficient or improper maintenance by Customer, Customer's contractor/subcontractor, or Customer's agents.
- **6.6. MECHANICAL CONNECTIONS AND ASSEMBLY WARRANTY**: Titan Solar Power warrants the assembly and mechanical connections of the System to be free of defects in material and workmanship for a period of twenty-five (25) years after Completed Installation.
- **6.7.** DAMAGE WARRANTY: If damage is caused by a Titan Solar Power representative at any time during the Work, Titan Solar Power will either repair the damage or reimburse Customer for damage as limited by Warranty Exceptions and Exclusion below..
- **6.8.** WARRANTY EXCEPTIONS AND EXCLUSIONS. **THE LIMITED WARRANTY DOES NOT APPLY TO THE FOLLOWING**:
 - (A) WORK PERFORMED OR MATERIALS USED BY ANYONE OTHER THAN TITAN SOLAR POWER OR ITS REPRESENTATIVES.
 - (B) ANY MATERIALS THAT WERE MODIFIED, REPAIRED, OR ATTEMPTED TO BE REPAIRED BY ANYONE OTHER THAN TSP OR ITS REPRESENTATIVES WITHOUT TITAN SOLAR POWER'S PRIOR WRITTEN APPROVAL.
 - (C) ANY DAMAGES RESULTING FROM CUSTOMER'S BREACH OF THE AGREEMENT.
 - (D) DAMAGE RESULTING FROM ORDINARY WEAR AND TEAR.
 - (E) DAMAGE TO THE PROPERTY DUE TO WEATHER, INCLUDING BUT NOT LIMITED TO ICE OR SNOW FALLING OFF OF THE SYSTEM, OR NATURAL DISASTERS.
 - (F) DAMAGE DUE TO FORCE MAJEURE EVENTS.
 - (G) DAMAGE RESULTING FROM MOLD, FUNGUS, AND OTHER ORGANIC PATHOGENS.
 - (H) SHADING OF PAINTS AND FINISHES EXPOSED TO SUNLIGHT.
 - (I) REPRESENTATIONS MADE BY THIRD-PARTIES OR INDEPENDENT CONTRACTORS REGARDING SYSTEM CAPACITY, SYSTEM DESIGN, AND/OR PROJECTED ENERGY/MONETARY SAVINGS.
 - (J) INSUFFICIENT OR IMPROPER MAINTENANCE BY CUSTOMER, CUSTOMER'S CONTRACTOR/ SUBCONTRACTOR, OR CUSTOMER'S AGENTS.

CUSTOMER ACKNOWLEDGES THAT INSTALLATION OF THE SYSTEM MAY VOID ANY PRE-EXISTING ROOF MANUFACTURER OR ROOF INSTALLER ROOFING WARRANTY. TITAN SOLAR POWER ASSUMES NO RESPONSIBILITY FOR THE VOIDING OF ANY PRE-EXISTING ROOFING WARRANTY. BEFORE INSTALLATION, CUSTOMER SHOULD CHECK WITH THE ROOFER OR BUILDER IF THE SYSTEM WILL IMPACT AN EXISTING ROOF WARRANTY.

- 6.9. BREACH OF WARRANTY OR DISPUTES. If a dispute over a potential warranty breach arises, Parties mutually agree upon System tests. Customer and Titan Solar Power shall be notified of any System testing so that each Party may have a representative present.
- 6.10. EXCLUSIVE REMEDY; LIMITATION OF REMEDIES AND DISCLAIMER; EXCLUSIONS. THE LIMITED WARRANTY IS TO SERVE AS THE EXCLUSIVE REMEDY FOR ALL MATERIAL AND WORKMANSHIP DEFECTS CLAIMED UNDER THIS AGREEMENT. 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 TSP MAKES WITH RESPECT TO THE PRODUCT AND THE WORK, IS MADE IN LIEU OF ALL OTHER WARRANTIES AND TSP SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES RELATING TO THE PRODUCT OR ITS WORKMANSHIP. THIS WARRANTY DISCLAIMER INCLUDES WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF DEALING, OR FOR PERFORMANCE.
- **6.11. CONTACT INFORMATION**: Should any warranty, maintenance or service work be required, Titan Solar Power can be contacted at:



1.855.SAY.SOLAR

SERVICE@TITANSOLARPOWER.COM

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Titan Solar Power 525 W. Baseline Rd.; Mesa, AZ 85210

6.12. WARRANTY TRANSFER / PERSONS COVERED: The Limited Warranty extends only to Customer as purchaser of the System. The Limited Warranty starts on the date of Completed Installation ("Start Date") and remains in effect for twenty-five (25) years. If Customer sells the Property before twenty-five (25) years elapse after the Start Date, the Limited Warranty shall not extend to any subsequent purchaser of the Property. Customer understands and agrees it is Customer's obligation to advise any subsequent purchaser of the Property verbally and in writing that the Limited Warranty does not transfer with sale of the Property.

7. FORCE MAJEURE OR CUSTOMER-CAUSED DELAYS.

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7.1. FORCE MAJEURE: Except for the payment of money, neither Party will be liable for any failure or delay beyond the respective Party's reasonable control. These delays can include delayed deliverables from outside companies, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, pandemics, or failure of any telecommunications carrier or the Internet.

- **7.2.** CUSTOMER-CAUSED DELAYS: Any delays or failures to comply with Agreement obligations caused by Customer, Customer's contractors/subcontractors, or Customer's agents are referenced as a "Customer-Caused Delay". Titan Solar Power shall not be found liable if these delays interfere with the Guaranteed Completion Date.
- **7.3.** PERFORMANCE EXCUSE: Should there be a Force Majeure event, each Party will be excused from their respective obligations under this Agreement. **Customer's payment obligations for work completed up to the Force Majeure event shall continue and be due and owing.** Titan Solar Power shall reserve the right to cancel this Agreement should any Force Majeure event or Customer-Caused Delay occur and impact performance of the Work.

8. DEFAULT AND/OR TERMINATION. ②

- **8.1. DEFAULT BY TITAN SOLAR POWER**: TSP will be in default under this Agreement if any of the following occur:
 - (a) Failure to perform Agreement obligations after 30-day receipt of written notice of default.
 - (b) Written admittance of insolvency, filing of a voluntary petition of bankruptcy or any substantially similar activity by Titan Solar Power.
- **8.2. REMEDIES IN CASE OF DEFAULT BY TITAN SOLAR POWER**: If Titan Solar Power is in default under this Agreement, Customer may:
 - (a) Cancel this Agreement.
 - (b) Pursue available remedies either through this Agreement or by law.
- **8.3. DEFAULT BY CUSTOMER:** Customer will be found in default of this Agreement if any of the following occurs:
 - (a) Delayed payment of five (5) days or more.
 - (b) Failure to perform any material obligation undertaken in this Agreement and continuation of said failure for thirty (30) days after receipt of written notice.
 - (c) Provision of false or misleading information to obtain this Agreement.
 - (d) Assignment, transfer, encumber, sublet, or sale of this Agreement or any part of the Product without Titan Solar Power's prior written consent.
 - (e) Written Admittance by Customer of insolvency or filing of a voluntary petition of bankruptcy.
- **8.4. REMEDIES IN CASE OF DEFAULT BY CUSTOMER**: Should Customer default on this Agreement, Titan Solar Power has the right to select and pursue all remedies that it sees fit, including:
 - (a) Cancel or suspend of the Agreement.
 - (b) Take all necessary actions to recover damages or enforce performance of this Agreement. If this course of action is taken, any expense incurred by Titan Solar Power will be added to Customer's fees with payment due immediately.
 - (c) Removal and return of the Product and its components at the expense of the Customer.
 - (d) Disconnect, turn off or take back the System by legal process or self-help.
 - (e) Report the non-operational status of the System to Customer's utility.
 - (f) Charge Customer a reasonable reconnection fee for reconnecting the System to utility or System after

- disconnect due to Customer default.
- (g) Recovery of all due payments, taxes, and all or any other sums then due and owing,
- (h) Seek a pre or post-judgment lien or similar security interest on or against Customer's property or the Property.
- (i) Recovery of all direct and indirect, internal and external expenses incurred in partial completion of the Work, plus 15% profit thereon.
- (j) Pursue any other remedy available to Titan Solar Power pursuant to this Agreement or by law.

In the event of a subsequent Customer default, Titan Solar Power has the right to pursue any of the above remedies at its sole discretion.

- **8.4.1. DEFAULT REPAYMENT**: Customer agrees to repay Titan Solar Power for any reasonable costs expended to correct or cover Customer default. This includes reimbursing Titan Solar Power for any expenses incurred, plus 15% profit thereon.
- **8.5. NON-DEFAULT TERMINATIONS**: Either Party may terminate this Agreement without further liabilities or obligations on either Party if one of the following events occurs:
 - (a) Issuance of an order of a court or other public authority having jurisdiction which requires all the Work to be stopped.
 - (b) Force Majeure event that lasts more than 365 days.

Titan Solar Power may terminate this Agreement if there is a failure to obtain all permits and governmental approvals required for performance of the Work.

9. INDEMNITY.

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

To the fullest extent permitted by law, Customer shall indemnify Titan Solar Power, its subcontractors, or anyone directly or indirectly employed by Titan Solar Power, from and against any and all claims, demands, causes of action, damages, liabilities, court costs and reasonable attorneys' fees, and other losses and expenses arising from the Work, the Product or the Agreement to the extent caused by Customer, Customer's contractors/ subcontractors, and/or Customer's 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: (a) any breach, violation, or default under this Agreement or any applicable legal requirements of Customer; and (b) any willful misconduct or gross negligent acts or omissions of Customer, Customer's contractors/subcontractors, and/or Customer's agents, employees or others under Customer's control.

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 attorneys' fees, and other losses and expenses arise due to the negligence or willful misconduct of the other Party.

10. LIMITATIONS OF LIABILITY. 🖚

10.1. DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES: TSP WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO CUSTOMER, OR ANY THIRD PARTY, FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES") RESULTING FROM IMPROPER USE, MODIFICATIONS, ALTERATIONS, REPAIRS, MISUSE, ABUSE, VANDALISM, DAMANGE CAUSED BY OR RESULTING FROM ACTIONS TAKEN BY THE SERVING UTILITY COMPANY, FIRE, STORM, FLOOD OR OTHER ACTS OF GOD, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF THE LIMITED WARRANTY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

- 10.2. LIMITATIONS OF USE: THE SYSTEM AND ITS COMPONENTS, INCLUSIVE OF ALL PRODUCTS MANUFACTURED BY OTHERS INCLUDING BUT NOT LIMITED TO BATTERIES ("MANUFACTURED PRODUCTS"), ARE NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR BUSINESSES, LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE SYSTEM AND/OR MANUFACTURED PRODUCTS FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. CUSTOMER UNDERSTANDS AND AGREES THAT TSP DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF ITS SYSTEM OR MANUFACTURED PRODUCTS.
- 10.3. NO GUARANTEES: CUSTOMER UNDERSTANDS AND AGREES THAT (A) THE SYSTEM AND/OR MANUFACTURED PRODUCTS DO NOT GUARANTEE CONTINUOUS AND/OR UNINTERRUPTED ELECTRIC POWER TO THE PROPERTY; (B) INSTALLATION OF THE SYSTEM AND/OR MANUFACTURED PRODUCTS AT THE PROPERTY DOES NOT GUARANTEE COMPLETE ELECTRICAL POWER BACKUP AND/OR USE; AND (C) TSP DOES NOT GUARANTEE THAT IN THE EVENT OF AN ELECTRICAL POWER OUTAGE THAT POWER WILL BE RESTORED BEFORE ANY ENERGY GENERATED OR STORED BY THE SYSTEM AND/OR MANUFACTURED PRODUCTS IS EXHAUSTED.
- 10.4. NO LIABILITY FOR THIRD-PARTY REPRESENTATIONS: CUSTOMER EXPLICITY ACKNOWLEDGES TITAN SOLAR POWER IS NOT LIABLE FOR, AND WILL NOT BE BOUND BY, REPRESETNATIONS OF ANY KIND BY THIRD PARTIES AND/OR INDEPDENT CONTRACTORS, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS REGARDING: SYSTEM CAPACITY; SYSTEM DESIGN; PROJECTED ENERGY SAVINGS; PROJECTED MONETARY SAVINGS; PROJECTED ENERGY GENERATION; AND REDUCTION OF ENERGY USE.

11. DISPUTE RESOLUTION. 输

- **11.1. VOLUNTARY DISPUTE SETTLEMENT DIRECT NEGOTIATIONS**: The Parties agree that in the event any material difference of interpretation or any other controversy or claim arises out of or is related to this Agreement or the claimed breach thereof, both Parties shall promptly make good faith efforts to settle the matter directly between themselves. Both Parties agree that if any controversy or claim remains unsettled for thirty (30) days following notification by certified mail that a dispute exists that they may pursue the alternative remedies noted in this Agreement.
- **11.2.** SMALL CLAIMS EXCEPTION: Any dispute or claim arising out of or related to this Agreement that the Parties agree involves an amount less than \$10,000 (or the maximum jurisdictional limit of the court) must be heard in the Small Claim Division of the Court in the county where Property is located. Any controversy or claim arising out of or related to this Agreement which in the opinion or one or both parties is over the dollar limit of the Small Claims Court must be settled by binding arbitration as described below
- **11.3. ARBITRATION OF DISPUTES**: Any dispute or claim arising out of or related to this Agreement over the jurisdictional limit of the Small Claims Court shall be submitted to an experienced private construction arbitrator that shall be mutually selected by the Parties to conduct a binding arbitration in Mesa, Arizona. The arbitrator shall be either 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 for any arbitration shall be in Mesa, Arizona.

- **11.3.1. ADMINISTRATIVE FEES**: To the fullest extent permitted by law, each 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.
- **11.4. LIMITED WARRANTY.** The Parties understand and agree that any dispute involving TSP's obligations pursuant to Section 6, if any, are subject to and shall be governed solely by the Dispute Resolution procedures as set forth above
- **11.5. ATTORNEYS' FEES AND COSTS**: The prevailing party in any legal proceeding, including arbitration, related to this Agreement shall be entitled to payment of reasonable attorneys' fees, expert's fees, costs, and expenses.
- **11.6.** JURISDICTION: The Parties understand and agree that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement, including the Dispute Resolution procedures, is void or voidable.

12. 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. Customer acknowledges this right and authorizes TSP, its agent or subcontractors, to file a mechanic's lien in accordance with Arizona law for the system that will be removed upon full payment of the Agreement price.

13. 3-DAY RIGHT OF RESCISSION AND CANCELLATION: (2)

The Notice of Cancellation, regarding Customer's right to cancel this Agreement, is attached hereto and made a part of this Agreement.

14. MAINTENANCE AND REPAIRS; EXPANSION; REMOVAL AND REINSTALLATION. 🐯

14.1. SYSTEM INSPECTION: Customer agrees that TSP shall have the right, with prior notice, to inspect the System to determine compliance with all conditions set forth in the Agreement.





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SERVICE@TITANSOLARPOWER.COM

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Titan Solar Power 525 W. Baseline Rd.; Mesa, AZ 85210

- **14.3. EXPANSION AND RELOCATION**: TSP shall have a right of first refusal to provide additional work if Customer wishes to expand the System in the future. This is to maintain original manufacturers' warranties. Failure of Customer to provide TSP the right of first refusal may void any and all manufacturer warranties.
- **14.4.** REMOVAL AND REINSTALLATION: Following Completed Installation, if Customer requests, for any reason, the removal and reinstallation of the System, Customer agrees to pay TSP a One Hundred and Fifty Dollars 00/100 (\$150.00) service fee per panel (hereinafter "R&R Fee"). TSP shall provide Customer a written invoice of the R&R Fee prior to performance of the work. Within five (5) business days of receipt, Customer shall pay same.
- **14.5. EXPENSES**: TSP shall have the exclusive right to perform all Product required repairs or System expansions or relocations. Repairs and relocation will be at the expense of Customer. Customer acknowledges and agrees that failure to have TSP perform the services identified in this subsection may result in voidance of warranties, including but not limited to the Limited Warranty.
- **14.6.** NO PRODUCTION REIMBURSEMENT: The Parties understand and agree that if Customer requests expansion of the System and/or, for any reason, System removal and reinstallation, no production reimbursement shall be issued by TSP for the period during which the System is disconnected in order to perform the work requested by Customer.

15. CUSTOMER TAX OBLIGATIONS:

Customer understands and agrees that TSP and its representatives are not tax professionals. Customer further agrees that it is Customer's sole responsibility to determine what tax obligations, if any, Customer may be required to pay as a result of the System including, but not limited to: the assessed value of the property tax assessments associated with the System calculated the year the Agreement is signed; transaction privilege taxes that may be asserted against Customer; and any obligation of Customer to transfer tax credits or incentives for the System to any other person.

16. NO SAVINGS OR PRODUCTION GUARANTEE; SYSTEM MONITORING: 50

Customer explicitly acknowledges, and by executing this Agreement understands, TSP provides no warranty or guaranty with respect to any cost savings from use of the System and/or electrical energy production by the System. Electrical usage and savings are determined by many factors including but not limited to utility rates, amount of power used, and loads applied from within and around the Property, any and all of which can cause a shift in the total amount of power needed to create savings. System performance relating to production is estimated based on assumptions of system size, orientation, shading and slope of roof. Customer further understands and acknowledges TSP does not actively monitor the System and it is Customer's sole responsibility to notify TSP of any and all issues regarding the System.

17. NO TAX OR REBATE REPRESENTATIONS:

Customer explicitly acknowledges that TSP has made no representations regarding any state or federal tax incentives or rebates for which Customer might be eligible. Customer further acknowledges that the Price does not reflect any state or federal tax incentives or rebates for which Customer might be eligible.

18. GENERAL PROVISIONS. 🐫

- **18.1. GOVERNING LAW**: This Agreement is governed by the laws and existing authorities where the Property is located.
- **18.2.** NOTICES: All notices given by either Party hereunder must be in writing and delivered by personal delivery, certified mail (return receipt requested), or overnight courier. Notices to either Party shall be sent to the respective Party's provided addresses.
- **18.3.** SURVIVAL: The provisions of **Sections**, **2-3**, **6-7**, **9-11**, and **18** of these Terms and Conditions shall survive the expiration or termination of this Agreement for any reason for two (2) years.
- **18.4.** ASSIGNMENT: Except as set forth in Section 18.5 below, neither Party may assign any of its rights hereunder without the prior written consent of the other Party. Under no circumstance should consent be unreasonably withheld, conditioned, or delayed. Notwithstanding the forgoing, TSP may, without consent of Customer, assign this Agreement to any TSP affiliate. Any purported assignment in violation of this Section 18.4 shall be null and void.
- **18.5.** RIGHT TO SUBCONTRACT: TSP reserves the right to subcontract the performance of the Work and any other duties or obligations under this Agreement to a third-party ("Subcontractor"). The Agreement may be assigned, sold, or transferred without Customer's consent to a Subcontractor who will be bound by the terms of the Agreement. If a transfer occurs you will be notified if this will change the address or phone number to use for System maintenance or warranty requests.
- **18.6.** RIGHT TO SUBSTITUTE MATERIALS: In the event the solar panels required by the Agreement cannot be procured or are in short supply, TSP reserves the right to substitute a comparable or better solar panel brand or model for those shown on the Cover Page, so long as the substitution does not materially differ in terms or wattage and/or size.

- **18.7. WAIVER**: No waiver of any of the provisions by any Party shall be effective unless explicitly set forth in writing and signed by the second Party.
- **18.8.** 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.
- **18.9.** HEADINGS: The headings in this Agreement are for reference only and shall not affect its interpretation.
- **18.10.** SEVERABILITY: The Parties agree that the 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.
- **18.11.** COUNTERPARTS: This Agreement may be executed in counterparts with the same force and effect when both Parties have executed and delivered a counterpart of this Agreement to the other.
- **18.12.** NON-DISPARAGEMENT: Parties agree not to disparage the other in relation to performance of the Agreement. The term disparage includes, without limitation, comments or statements made in any manner or medium in the press and/or social media about the Party which would adversely affect the Party's reputation or ability to conduct business.
- **18.13.** COOPERATION: Customer recognizes and acknowledges that TSP's ability to perform its duties under the Agreement, and the efficiency and timeliness of Installation, is significantly dependent on Customer's cooperation. Therefore, Customer shall ensure all reasonable cooperation with TSP (or the AHJ) in connection with performance of the Agreement will be provided in a timely manner. This includes, but is not limited to, execution of AHJ interconnection documents, timely responding to TSP's reasonable requests for information, maintaining TSP's access rights to the Property, and all other cooperation necessary and reasonable for TSP's performance under the Agreement.
- **18.14.** BREACH: Customer's failure to comply with any of the obligations, provisions, terms, or conditions of this Agreement shall be a material breach of this Agreement. This includes, but is not limited to, denial of access rights, non-cooperation, failure to respond to communications, or refusal to sign AHJ documents.

19. A.R.S. § 32-1158, A.R.S. §§ 44-1763 - 44-1764, AND A.R.S. § 44-5004 NOTICES.

- 19.1. A PROPERTY OWNER HAS THE RIGHT TO FILE A WRITTEN COMPLAINT WITH THE ARIZONA REGISTRAR OF CONTRACTORS FOR AN ALLEGED VIOLATION OF A.R.S. § 32-1154(A). ANY COMPLAINT MUST BE MADE WITHIN THE APPLICABLE TIME PERIOD AS SET FORTH IN ARS 32-1154. THE ARIZONA REGISTRAR OF CONTRACTORS MAY BE CONTACTED AT (602) 542-1525 OR ONLINE AT ROC.AZ.GOV.
- **19.2. UTILITY RATE DISCLOSURE**: Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative, or regulatory action.CUSTOMER INITIALS:

19.3. NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK;(2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT; (3) YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN DOING SO YOU SHALL BE ENTITLED TO A FULL REBATE OF THE UNEARNED FINANCE AND INSURANCE CHANGES;(4)YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION - SEE THE ATTACHED NOTICED OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT; (5) IT SHALL NOT BE LEGAL FOR THE SELLER TO ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

19.4. CERTIFICATE TO BUYER: The System complies with the requirements of A.R.S. § 44-1763.

20. 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.

[SIGNATURES ON FOLLOWING PAGE]

CUSTOMER
Date:
Signed: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Name: Name:
TSP REPRESENTATIVE
Date:
Signed:
Name:

THANK YOU FOR BEING POWERED BY TITAN

3-DAY RIGHT OF RESCISSION AND NOTICE OF RIGHT TO CANCEL



The Notice of Cancellation, regarding your right to cancel this contract attached hereto is made a part to this contract.

Notice of Cancellation				
Date of Transaction	$\times\!\!\times\!\!\times\!\!\times\!\!\times$			

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, payments made under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice. Additionally, any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

Certain aspects of executing the work relating to this contract have fees associated with them. Such items include but are not limited to sight survey, design, permitting etc. The consumer acknowledges that cancelling this contract may result in the consumer being responsible for said fees.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to: Corporate Office: Titan Solar Power, 525 W Baseline Rd. Mesa, AZ 85210

No later than midnight of	\times	date),
I hereby cancel this transac	ction	(date)
(Customer's printed name))	
(Customer's signature)		

I ACKNOWLEDGE RECEIPT OF THIS NOTICE OF RIGHT TO CANCEL



Customer Signature

Date









AUTHORIZATION DOCUMENT

By signing below, I authorize Titan Solar Power AZ, Inc. ("TSP") to use my digital signature on any permit applications, Notice(s) of Commencement, authorization forms, interconnection applications, utility rebates, net metering application forms, city clearance application forms, and all similar documents related to my solar project. I also authorize TSP to use my same digital signature for any Home Owners Association ("HOA") application(s) as needed to complete my solar project.

I understand HOAs generally do not work directly with contractors for solar project approval. If necessary I will contact the HOA directly to get approval for my solar project. TSP will provide project plans and equipment specifications upon my request.

TSP will provide me a copy of all applications or related documents using this digital signature. TSP will not use this document for any forms or applications other than those listed above.

(Customer Signature)	(Customer Signature)
(Printed Customer Name)	(Printed Customer Name)



