

## LABOR ONLY SERVICE AGREEMENT

Congratulations on purchasing this Labor Only Service Agreement (“**Agreement**”) for **Your** solar energy system (“**System**”) **You** purchased from **Your** (“**Supplying Installer**”). Please read these terms and conditions carefully so that **You** fully understand **Your** rights under this **Agreement**.

Please also review the **Order Summary** or purchase receipt provided to **You** by the **Supplying Installer** at the time **You** purchased this **Agreement**. The **Order Summary** lists the **Covered Product(s)**.

This **Agreement** is an express labor only service agreement provided by Get Cover, LLC (“**Get Cover**”) to **You**.

### **DEFINITIONS**

“**Authorized Installer**” means a contractor or installer who is a member of the California Solar & Storage Association (“**CALSSA**”).

“**Battery Failure**” means the inability of the **Battery(ies)** to store and discharge an energy capacity of sixty percent (60%) of the **Original Manufacturer(s)** rating when installed and used in accordance with the **Original Manufacturer(s)** guidelines.

“**Battery(ies)**” means the storage battery(ies) which are listed on **Your Order Summary** and which are covered by an **Original Manufacturer(s)** warranty for longer than the **Term** of this **Agreement**.

“**Breakdown**” means the failure of the **Electricity Generating Component(s)** to produce any electricity. A mere reduction in the efficacy of the **Electricity Generating Component(s)** such that **Your System** produces less electricity than anticipated does not constitute a **Breakdown**.

“**Covered Product(s)**” means the **Electricity Generating Component(s)** and, if purchased and forming part of **Your System**, the **Battery(ies)**.

“**Electricity Generating Component(s)**” means the solar panels, modules and inverters which are listed on **Your Order Summary** and which are covered by an **Original Manufacturer(s)** warranty longer than the **Term** of this **Agreement**.

“**Installation Address**” means the address of the property where **Your System** is installed.

**“Installation Contract”** means the contract **You** signed with the **Supplying Installer** for **Your System** that describes **Your System**, the **Covered Product(s)** and the **Installation Address**.

**“Labor”** means a fixed cost of \$135 per **Breakdown or Battery Failure**, payable to an **Authorized Installer** for installing replacement product(s). **Labor** does not include any special equipment or materials used by the **Authorized Installer** to install the replacement product(s).

**“Maximum Coverage Amount”** means, subject to the terms and conditions of this **Agreement**, the aggregate amount **We** will pay for **Labor** during the **Term** being not more than \$2,500.

**“Manufacturer Guarantee(s)”** means the guarantees provided by the **Original Manufacturer(s)** of **Your Electricity Generating Component(s)** and / or **Battery(ies)** for a period of not less than the **Term** of this **Agreement**.

**“Order Summary”** means the itemized document provided to **You** by the **Supplying Installer** when **You** purchased **Your System**.

**“Original Manufacturer(s)”** means the company(ies) that manufactured and supplied **Your Covered Product(s)**.

**“Supplying Installer”** means the **Authorized Installer** that installed **Your System** and is named on the **Order Summary**.

**“System”** means the solar energy system **You** purchased from the **Supplying Installer** as described on the **Order Summary**, including the **Electricity Generating Component(s)** and, if purchased and forming part of **Your System**, the **Battery(ies)**.

**“Term”** means the duration of this **Agreement** being not more than 10 years from the date **Your System** was granted permission to operate from an applicable utility or government agency.

**“You”, “Your” “Homeowner”** means the homeowner listed in the **Installation Contract**.

**“We”, “Our”, “Us”** means Get Cover, LLC, 9701 Wilshire Blvd, 10<sup>th</sup> Floor, Beverly Hills, California 90212.

## **HOW TO CLAIM FOR SERVICE UNDER THIS AGREEMENT**

If **You** believe that one or more **Covered Products(s)** have suffered a **Breakdown or Battery Failure** **You** must contact the **Supplying Installer** who installed **Your System**.

The **Supplying Installer** will troubleshoot the problem **You** are experiencing and if, in the opinion of the **Supplying Installer**:

- a. the **Electricity Generating Component(s)** have suffered a **Breakdown**; or
- b. the **Battery(ies)**, if purchased and forming part of **Your System**, have suffered **Battery Failure**;

The **Supplying Installer** will contact the **Original Manufacturer(s)** to obtain replacement product(s) and notify **Us** of the problem.

If the **Supplying Installer** is no longer in business, **You** must notify **Us** of the problem and **We** will appoint another **Authorized Installer** to troubleshoot the problem with **Your System**.

### **WHAT IS COVERED**

If one or more of **Covered Products(s)** have suffered a **Breakdown** or **Battery Failure** during the **Term** of this **Agreement** and the **Original Manufacturer(s)** agrees to replace the **Electricity Generating Component(s)** and / or the **Battery(ies)** in accordance with the **Manufacturer Guarantee(s)**, **We** will pay the **Supplying Installer** the **Labor** to install the replacement product(s).

If the **Supplying Installer** is no longer in business, **We** will arrange and pay the **Labor** for another **Authorized Installer** to cover the **Labor** for the installation of the replacement product(s).

If the **Original Manufacturer(s)** is no longer in business and it is not possible to obtain replacement product(s) from the **Original Manufacturer(s)**, **We** will assist **You** in obtaining replacement product(s) that are the same or equivalent and compatible to the **Electricity Generating Component(s)** and / or the **Battery(ies)** from an alternate source and **We** will cover the **Labor** for installation of the replacement product(s).

### **WHAT IS NOT COVERED**

This **Agreement** does not guarantee specific electricity production levels from **Your System**.

This **Agreement** does not apply under the following circumstances:

- a. **Your System** was sold and / or installed outside of the State of California;
- b. **Your System** was not installed correctly in accordance with the **Installation Contract**, building permit, applicable building codes and was not granted permission to operate from an applicable utility or government agency;

- c. **Your System** has been modified or repaired by anyone other than an **Authorized Installer** properly licensed in accordance with applicable law and a member of **CALSSA**;
- d. the serial numbers of the **Covered Product(s)** have been altered, removed or rendered illegible;
- e. **Your System** has been used in conjunction with mirrors, concentrated sunlight, and other equipment that has not been authorized in writing by the **Original Manufacturer(s)**;
- f. **Covered Product(s)** have suffered cosmetic variations, stains or scratches that have not resulted in the **Breakdown** or **Battery Failure** of the **Covered Product(s)**;
- g. **Covered Product(s)** which have been used for commercial purposes;
- h. **Breakdown** or **Battery Failure** caused by non-compliance with applicable building codes;
- i. **Breakdown** or **Battery Failure** caused by environmental pollution such as soot, chemical vapors, acid rain, direct contact with salt water such as ocean spray, immersion in water whether caused by flooding or otherwise, or any type of mold;
- j. **Breakdown** or **Battery Failure** caused by improper installation, wiring, handling or transportation;
- k. **Breakdown** or **Battery Failure** caused by improper usage, alteration, modifications, removal, maintenance;
- l. **Breakdown** or **Battery Failure** caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to stepping on a **Covered Product(s)**, impacts from falling objects such as tools, rocks, hailstones, or other debris;
- m. **Breakdown** or **Battery Failure** caused by extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances;
- n. **Breakdown** or **Battery Failure** caused by terrorist acts, riots, war, power surges, power failures or other man-made disasters; or
- o. **Breakdown** or **Battery Failure** caused by any reason not covered by the **Manufacturer Guarantee(s)**.

## **LIMIT OF LIABILITY**

**Our** maximum liability under this **Agreement** shall not exceed the **Maximum Coverage Amount**.

**We** will cover the **Labor** for installing replacement product(s) only in the event of a **Breakdown** or **Battery Failure** of the **Covered Product(s)**.

Replacement product(s) are not included in the coverage provided by this **Agreement**.

## **GENERAL EXCLUSIONS**

**We** will not process claims under the following circumstances: (1) **Breakdown** or **Battery Failure** occurring outside the **Term** of this **Agreement**; (2) cases where **You** cannot provide proof of purchase for the **Covered Product(s)**; (3) instances where the serial numbers of **Your Covered Product(s)** have been removed or tampered with in any manner; (4) any costs incurred by **You** due to the inability to use the **Covered Product(s)**, except for the **Labor** required to install replacement product(s); (5) **Breakdown** or **Battery Failure** resulting from the confiscation, requisition, or destruction of the **Covered Product(s)** by any government, public, or legal authority; (6) situations where a **Breakdown** or **Battery Failure** cannot be identified with the **Covered Product(s)**; (7) software malfunctions or other issues caused by unauthorized software or related to it; (8) any accessories included or bundled with the **Covered Product(s)**, cables, and other accessories; or (9) **Breakdown** or **Battery Failure** of **Covered Product(s)** used for commercial purposes.

## **WHAT VOIDS THE AGREEMENT**

This **Agreement** is void if anyone other than the **Supplying Installer** or another **Authorized Installer** (in the event the **Supplying Installer** is out of business) modifies, removes, repairs, adjusts, tampers or re-installs any **Covered Product(s)** without **Our** written authority.

## **REMEDIES AND RIGHTS**

**We** disclaim all warranties except those expressly provided in this **Agreement**. No employee, representative, agent, nor any other person, has authority to assume or incur on **Our** behalf any obligation, liability, or responsibility in place of or in addition to this **Agreement**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GET COVER MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GET COVER BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES.

## **GOVERNING LAW AND CHOICE OF FORUM**

This **Agreement** is governed by the laws of the State of California. Any disputes and/or litigation arising out of or related to this **Agreement** must be resolved in the State of California, Los Angeles County.

## **MEDIATION AND ARBITRATION**

Any controversy or claim for service under this **Agreement** shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **HOW TO TRANSFER THIS AGREEMENT**

If **You** wish to transfer this **Agreement** to any subsequent **Homeowner** of **Your System** please contact **Us** at [info@getcover.com](mailto:info@getcover.com).

## **CANCELLATION**

If **You** decide to cancel this **Agreement**, and cancellation notice is received by Get Cover within sixty (60) days of the date **You** received the **Agreement**, and **You** have made no claims against the **Agreement**, **You** will be refunded the full **Agreement** price. If **You** cancel within sixty (60) days of the date **You** received the **Agreement** and the refund due is not paid or credited within thirty (30) days **We** receive written notice of cancellation, the refund shall bear interest at the rate of ten percent (10%) per annum for each additional thirty (30) days or fraction thereof. If **You** decide to cancel this **Agreement** and cancellation notice is received more than sixty (60) days from the date **You** received this **Agreement**, **You** will be refunded a pro-rated amount of the **Agreement** price, less any claims paid, less an administrative fee of ten percent (10%) of the **Agreement** price or \$25, whichever is less, unless otherwise precluded by law.

## **ENTIRE CONTRACT**

This **Agreement** sets forth the entire contract between the **You** and **Us** and no representation, promise or condition not contained herein shall modify these terms.

## Order Summary

<b>GET COVER service contract number:</b>	GET COVER –
<b>Installer Name:</b>	Attention – Email Address – Telephone #
<b>GET COVER service contract holder name:</b>	Attention – Email Address – Telephone #
<b>Address of GET COVER service contract holder:</b>	
<b>Start date (date of system installation)</b>	
<b>GET COVER service contract period</b> (inclusive of any US manufacturer's warranty that may exist during the <b>GET COVER service contract period</b> )	10 Year Labor only Coverage
<b>Expiration date:</b>	
<b>Covered System:</b>	Panel Make: Panel Model: Inverter Make: Inverter Model: Battery Make: Battery Model:
<b>Number of covered components</b>	Panels: Inverters: Battery: 1