

TITAN SOLAR POWER PURCHASE AGREEMENT



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Charlotte, NC 28273
www.titansolarpower.com
1.855.SAY.SOLAR



TITAN
SOLAR POWER
NORTH CAROLINA
NC # U.33714



PURCHASE & INSTALLATION AGREEMENT

Property Owner(s): Santhosh Alladi

Property Address: 6005 Redwood Pine Rd
Concord, NC 28027

Phone Number: (925) 568-6908

Email Address: Santosh92ak@gmail.com

Estimated First Year
Production: 14725

Estimated Annual Degradation: .75%

Estimated Slope of Array: 25

Azimuth: 169

System Size (in watts): 9,940.00

Inverter Brand: SolarEdge

Panel Brand: LG

Panel Model: LG355N1K-B6 Panel Quantity: 28

Racking: K2

Additional Materials/Notes:

PAYMENT AND PRICE

Sales Price/Watt: 4.57

Total System Cost: 45469.87

Estimated Value of Utility Incentive (if any) 4,000

Payment Method: Cash Loan:

FINANCE PAYMENT:

Financier: GoodLeap

Term: 25

APR: 1.98

CASH
PAYMENT: \$2,000 DEPOSIT
(If applicable)

2ND Payment:

3rd Payment:

\$1,000 FINAL
PAYMENT

WARRANTY: Titan Solar Power NC, 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 warranties from major equipment manufacturers. See Section 6 of the attached Terms and Conditions for complete warranty information.

TIMELINE FOR COMPLETION: Titan Solar Power NC, Inc. shall not be liable for delays due to circumstances beyond its control. Any starting or completion dates provided by Titan Solar Power NC, 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 contract-signing.



DEFINITIONS

- (a) This agreement incorporates by reference the terms set forth below.
- (b) "Agreement" means this Purchase & Installation Agreement made and entered into by Titan Solar Power NC, Inc. and Customer.
- (c) "Cover Page" makes reference to the terms set forth on this Page 1 of the Agreement.
- (d) "Price" is defined in the Payment and Price section above.
- (e) "Property" means the real property owned by Customer and designated by 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 NC, 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" makes reference 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.
- (l) "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

This Agreement is entered into effective 7/6/2021 ("Effective Date") by and between **TSP**, a North Carolina corporation, and Santhosh Alladi ("Customer"). TSP and Customer will be known individually as "Party" or collectively as "Parties." The Parties therefore agree to the following::

1. WORK.

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 provided on an uninterrupted basis to Customer. Titan Solar Power is not responsible for delays or malfunctions caused by hardware, network problems or third-parties operating systems, or Customer error.
- (e) Titan Solar Power is not responsible for any representations regarding TSP's scope of work made by third-parties to Customer.

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 to 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 authorizes 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, Titan Solar Power shall maintain access rights for up to 90 days after the termination.

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 without interference by Customer or any third parties.

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 include but are 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.



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.

3. PAYMENT.

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 finance company.

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.

SECOND PAYMENT

The second payment, in the amount of \$ _____ 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 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 \$ _____ 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. 🕒

4.1. 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 CANCEL.

5.1.1. FAILED SITE INSPECTION RESULT: If the Property fails the initial site survey, Titan Solar Power reserves the right to cancel, modify, or postpone this Agreement, and/or propose a new agreement.

5.1.2. NEW CONDITIONS: Titan Solar Power shall have the right to cancel, modify, or postpone this Agreement and propose a new agreement in the event Titan Solar Power discovers 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. CUSTOMER’S RIGHT TO CANCEL: Customer reserves the right to accept or reject any new agreement if Titan Solar Power elects to cancel this Agreement. All Work will cease until a new agreement is in place.

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. The 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) Shrinking/cracking of grout and caulking.
- (i) Shading of paints and finishes exposed to sunlight.
- (j) Representations made by third-parties or independent contractors regarding system capacity, system design, and/or projected energy/monetary savings.
- (k) 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



All mail inquiries should be directed towards: ATTN: Titan Solar Power NC, Inc., 525 W. Baseline Rd.; Mesa, AZ 85210

6.12. WARRANTY TRANSFER / PERSONS COVERED: The Limited Warranty extends 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, Titan Solar Power will extend coverage under the Limited Warranty to the first subsequent purchaser of the Property (subject to the same limitations and exclusions as Customer) until the twenty-fifth (25) anniversary of the Start Date. This one time extension applies only to the party who purchases the Property directly from Customer and automatically terminates if the Property is sold by the subsequent purchaser.

6.12.1. WARRANTY TRANSFER REQUIREMENTS: Customer acknowledges and understands their obligation to advise the subsequent purchaser of the Property verbally and in writing of the limitations of the transfer of the Limited Warranty. In order to effectuate the transfer of the Limited Warranty to the first subsequent purchaser of the Property, Customer must advise Titan Solar Power of the sale as soon as practical by completing the Notice of Sale Form at www.titansolarpower.com/warrantytransfer. Failure of Customer to properly complete and submit the Notice of Sale Form voids transfer of the Limited Warranty.

7. FORCE MAJEURE OR CUSTOMER-CAUSED DELAYS.

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.

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) Terminate 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 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) Termination or suspension of the Agreement.
- (b) 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 by 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 OR INDIRECT DAMAGES: TSP 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. TSP disclaims any responsibility for the System's use or operation for any unintended purpose.



10.2. NO LIABILITY FOR THIRD-PARTY REPRESENTATIONS: Customer explicitly acknowledges Titan Solar Power is not liable for representations of any kind made by third-parties and/or independent contractors, including, but not limited to: system capacity, system design, projected energy savings, projected monetary savings, and reduction of energy use.

11. DISPUTE RESOLUTION.

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 of 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. 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 expense.

12. NORTH CAROLINA MECHANICS LIEN LAW.

Under North Carolina 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 North Carolina law for the system that will be removed upon full payment of the Agreement price.

13. 3-DAY RIGHT OF RESCISSION AND CANCELLATION: ☹️

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. ⚙️

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.

14.2. MAINTENANCE.

If Product maintenance is required Customer may contact TSP at:



1.855.SAY.SOLAR



SERVICE@TITANSOLARPOWER.COM



All mail inquiries should be directed towards TSP Corporate Headquarters:
ATTN: Titan Solar Power NC, Inc.
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. 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.

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 GUARANTEE: 

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. 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.

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 6-7 and Sections 10-11 of these Terms and Conditions shall survive the expiration or termination of this Agreement for any reason, along with all indemnity obligations hereunder.

18.4. ASSIGNMENT: Exception 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. 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.

18.7. 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.



18.8. HEADINGS: The headings in this Agreement are for reference only and shall not affect its interpretation.

18.9. 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.

18.10. 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.

18.11. 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.

19. ENTIRE AGREEMENT: 

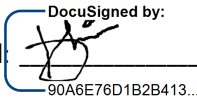
This Agreement constitutes the entire agreement between the Parties. Any plans, specifications, and other data furnished with or in connection with this Agreement are descriptive of the specifications, terms and conditions contained herein. The terms of this Agreement shall prevail in case of conflict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

[SIGNATURES ON FOLLOWING PAGE]



CUSTOMER

Date: 7/6/2021 | 3:10 PM PDT

Signed:  _____

Name: Santhosh Alladi

TSP REPRESENTATIVE

Date: 7/8/2021

Signed: Luke Wilcynski _____

Name: Luke Wilcynski

**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 7/6/2021 | 3:10 PM PDT

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 07/09/2021 (date),
I hereby cancel this transaction _____ (date)


(Customer's printed name) _____

(Customer's signature) _____

I ACKNOWLEDGE RECEIPT OF THIS NOTICE OF RIGHT TO CANCEL

7/6/2021 | 3:10 PM PDT

Date

DocuSigned by:

90A6E76D1B2B413...

Customer Signature



DISCLOSURES

By signing below, customer explicitly acknowledges that if the system is leased, a transfer of the lease agreement may be subject to restrictions pursuant to the agreement and could affect customer’s ability to modify or transfer ownership of the system, including whether any modification or transfer is subject to review or approval by a third party. In the event modification or transfer of the system is subject to review or approval by a third party, its contact information is below:

Name: Santhosh Alladi
Address: 6005 Redwood Pine Rd Concord NC 28027
Telephone number: (925) 568-6908

If applicable, TSP will provide customer notice of any change in the entity response for approving modification or transfer.

By signing below, customer explicitly acknowledges a modification or transfer of ownership of the real property to which the system is or will be affixed may be subject to restrictions pursuant to the agreement. Customer’s ability to modify or transfer ownership of the real property to which the system is installed or affixed may be subject to review or approval by a third party. In the event modification or transfer of real property is subject to review or approval by a third party, its contact information is below:

Name: Santhosh Alladi
Address: 6005 Redwood Pine Rd Concord NC 28027
Telephone number: (925) 568-6908

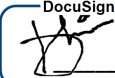
If applicable, TSP will provide customer notice of any change in the entity responsible for approving modification or transfer.

By signing below, customer explicitly acknowledges that utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted and projected savings from your solar energy facility are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative, or regulatory action. Actual utility rates may go up or down and actual savings may vary.

I ACKNOWLEDGE RECEIPT OF THESE DISCLOSURES

7/6/2021 | 3:10 PM PDT

Date

DocuSigned by:

90A6E76D1B2B413...

Customer Signature



Certificate Of Completion

Envelope Id: D7A8B59DA1E54B4782C371A8ABDE0741

Status: Completed

Subject: Solar Closing Documents for Santhosh Alladi

Source Envelope:

Document Pages: 19

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 18

Docs Team

AutoNav: Enabled

3401 N Thanksgiving Way Ste 450

Enveloped Stamping: Enabled

Lehi, UT 84043

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

daas@gosolo.io

IP Address: 35.226.245.99

Record Tracking

Status: Original

Holder: Docs Team

Location: DocuSign

7/6/2021 3:59:57 PM

daas@gosolo.io

Signer Events**Signature****Timestamp**

Brady Bush

Completed

Sent: 7/6/2021 3:59:59 PM

bradyb@glydesolar.com

Viewed: 7/6/2021 4:00:36 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 172.58.159.154

Signed: 7/6/2021 4:01:25 PM

Signed using mobile

Electronic Record and Signature Disclosure:

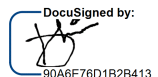
Not Offered via DocuSign

Santhosh Alladi

DocuSigned by:

Sent: 7/6/2021 4:01:27 PM

Santosh92ak@gmail.com



Viewed: 7/6/2021 4:07:42 PM

Wellsfargo

Signed: 7/6/2021 4:10:03 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address: 139.55.54.177

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/6/2021 3:59:59 PM

Certified Delivered

Security Checked

7/6/2021 4:07:42 PM

Signing Complete

Security Checked

7/6/2021 4:10:03 PM

Completed

Security Checked

7/6/2021 4:10:03 PM

Payment Events

Status

Timestamps