

# SUNPOWER®

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by earthlight

## Contract

SunPower by Earthlight

Earthlight Technologies, LLC

92 West Road

Ellington, CT 06029

Home Improvement Contractor Registration Number

HIC.180432

MA Electrical License Number:

15611

### Customer Information

Name: Rajesh Iyer

Address: 233 Podunk Road, Sturbridge, MA 01566

Phone: (484) 597-6486

Email: riyer1@wayfair.com

## System Components

System Size: 6.375 kW

\*Year 1 Production Estimate: 7686 kWh

Metering Configuration: Net Metering

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### Solar Modules

Manufacturer: SunPower

Model: SPR-M425-H-AC - 425

Quantity: 15

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### Inverter

SunPower Type H Microinverter

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### Monitoring

SunPower PVS6 Production Monitoring

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### Racking System

SunPower Invisimount

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### Energy Storage

Manufacturer: \_\_\_\_\_

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**Pricing**

TOTAL SOLAR SYSTEM COST \$ 29771.00

ADDITIONAL EQUIPMENT TO BE INSTALLED  
\_\_\_\_\_  
\$ \_\_\_\_\_

\_\_\_\_\_  
\$ \_\_\_\_\_

NET COST TO CUSTOMER \$ 29771.00

Is the Customer financing the solar system?  Yes  No

Name of Lender (term): Sungage 20 Years

Amount to be paid directly by Customer (not financed): \$ \_\_\_\_\_

**Financial Addendum**

Cash transactions follow the following payment schedule.

\$ 0.00 First Installment due at **Contract Signing**

\$ 0.00 Second Installment due upon approval of final design

\$ 0.00 Third installment due upon day of installation

\$ 0.00 Fourth installment due upon energization of the system

The system cost includes solar modules, inverters, labor, monitoring, permits, grid interconnection, design and engineering, and trenching up to 75 feet. This trenching allowance assumes open access to the proposed trench for trenching equipment. Outside factors including, but not limited to, limited access to the trench or trenching under pavement, ledge, or any other hard surface shall fall outside the scope of the trenching allowance under this Agreement and shall be addressed under a separate amendment.

\*The availability of tax credits is dependent on individual taxpayer information and not guaranteed by Earthlight. The availability and amount of any rebates and/or performance-based incentives are subject to change and not guaranteed by the paying party or Earthlight.

\*Consult your lender for disbursement schedule and terms & conditions.

If the Customer is in default or otherwise in violation of any term or condition of this Agreement, the customer shall be liable to Earthlight for its damages, liabilities, defenses, costs, and expenses (including but not limited to reasonable attorney’s fees) arising out of such default or violation, or the enforcement of this Agreement. If the customer fails to pay Earthlight any sum of money due to the violation, the customer shall pay any cost or expense, including reasonable attorney’s fees, incurred by Earthlight in collecting the payment, and any overdue payment shall be subject to interest which shall accrue at an annual rate of eighteen percent commencing the sixteenth day after the payment is due until the payment is made in full.

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## Additional Terms

### a. Approximate Time for Start & Completion

Earthlight will begin contracted work by scheduling the engineering site audit within ten (10) days of this Agreement (including the last amendment or change order) being signed by both parties. Earthlight will complete the contracted work within one hundred and twenty days (120) days of this Agreement (including the last amendment or change order) being signed by both parties. Approximate start and completion dates are conditioned upon our receipt of the first installment payment, recent utility bill, plan sets for new construction (if applicable), and homeowner insurance policy (section c).

Approximate Start Date: 06/22/2022

Approximate Completion Date: 10/10/2022

### b. Professional and Workmanlike Manner

Earthlight will construct, install, test, and commission the System at the Premises. We promise to do this in a professional and workmanlike manner, in accordance with all applicable laws, regulations, codes and permits. We promise to follow accepted professional practices in the solar panel installation industry and electrical installation industry.

### c. Conditions Prior to Installation of the System; Pre-Install Termination Rights

Our obligations to install the System are conditioned upon the following items having occurred and/or been completed to our reasonable satisfaction by us:

- i. Our receipt of the first installment payment, as specified in the financial addendum above, or notification to us that you have successfully obtained financing for the purchase and installation of the System;
- ii. Our receipt of Customer's most recent utility bill, homeowner insurance policy, and any additional documentation required by the state or utility;
- iii. Successful completion of an Earthlight engineering site audit to assess the electrical and structural feasibility for the installation and operation of the System;
- iv. Receipt of all necessary utility interconnection, zoning, land use, and building permits; and
- v. Completion of any renovations, improvements, or changes reasonably required at your Home or on the Premises. (e.g., removal of a tree, roof repair, or utility transformer upgrade)

If we determine that certain conditions on the roof or otherwise at the Premises should be corrected before the installation may be undertaken, then we will notify you that corrective work is needed, and you may arrange for such work with another contractor or with us. You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Premises for the System.

Unless specified clearly in the pricing section above, such corrective work is not covered by this Agreement. And you may either (i) pay for such corrective work in addition to the Total Contract Price listed above or (ii) terminate this Agreement without penalty or fee. If you incorporate such corrective work into your solar finance, you agree to include the cost of the corrective work plus applicable finance fees.

Furthermore, both parties will have the right to terminate this Agreement, without penalty or fee, if we determine after the engineering site audit of your Premises that we have misrepresented by more than ten percent (10%) any of (1) the System size, (2) the System's total cost, or (3) the System's originally estimated annual production. If neither party exercises their right to terminate this Agreement following such 10% change, then any changes to the System will be documented in an amendment to this Agreement. You authorize us to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

If you cancel your project following the engineering site audit but prior to providing written approval of the solar and/or energy storage system design layout, you will receive a refund of your first installment, minus any payments made to a third party contractor for work not expressly performed by Earthlight (ie. New roof, main service panel upgrade, etc).

If you cancel your project following the engineering site audit and after providing written approval of the final solar and/or energy storage system design layout, you agree to pay a cancellation fee to help offset costs incurred for permitting fees, interconnection application costs, and/or design costs.

#### **d. Customer Responsibilities**

Before Earthlight conducts an engineering site audit of your Premises, you agree to furnish a recent copy of your electrical bill, homeowner insurance policy, and any other documentation required by the state or utility.

You agree that if (i) the System needs any repairs that are not our responsibility under either SunPower's Limited Warranty or Earthlight's Craftsmanship Warranty (as defined in Appendix A) or (ii) you would like to have the System removed or moved and reinstalled to facilitate remodeling or your home, Earthlight will perform such repairs, removal, and reinstallation at your expense.

You agree not to alter, modify, or change the System without the express written consent of Earthlight. If you do in any way alter the System without the express consent of Earthlight, any warranties relating to the System will immediately become null and void.

#### **e. Batteries**

If your System as described in this Contract includes a "solar battery" or energy storage component, it is expressly agreed that you will not modify, alter, change, and/or hire any third-party to perform service, maintenance, or any other work in connection with the solar battery, unless the third party has been approved by Earthlight. You will not rely solely upon the solar battery for energy production. You agree that energy from a solar battery shall not be relied upon as the sole source of energy for the use of life support or medical devices.

## **f. Exclusions**

Unless directly indicated under the Financial Addendum or an amendment to the Agreement, Earthlight will not provide the following services:

- i. Removal or disposal of any material containing asbestos or any other hazardous material;
- ii. Movement of your personal items around your home;
- iii. Upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
- iv. Upgrades to the utility transformer;
- v. Installation of solar skirt, snow guards, or critter guards;
- vi. Repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
- vii. Structural framing work for any part of the roof or structure, including concealed substandard framing;
- viii. Correction of mistakes of another contractor or subcontractor (for example, if your home was not built to code);
- ix. Testing or remediation of lead paint, mold, fungus, mildew, or organic pathogens;
- x. Painting of conduit or other structural parts;
- xi. Homeowners Association (“HOA”) review, permitting or fees, however Earthlight will support your efforts to coordinate with your HOA;
- xii. Removal of trees; or
- xiii. Trenches with limited access for machinery, trenches exceeding 75 feet, or trenching under pavement, ledge, or any other hard service.

## **g. Financing Work To be Performed By Other Contractors**

If you elect to incorporate any additional work to the Agreement that is not to be directly performed by Earthlight (ie. New roof, service panel upgrade), you grant Earthlight express permission to coordinate the installation of such additional work around Earthlight’s solar and/or storage installation. Such work shall only be performed once Earthlight has received all necessary permits, interconnection approvals, and rebate approvals. Contractors performing such work will be required to provide a signed subcontractor agreement, licenses, and insurance documentation. You also agree to include such costs plus applicable finance fees.

If you cancel your project after such additional work has been performed by another contractor, you agree to refund Earthlight for any costs and expenses that have been paid to the contractor. For example, if Earthlight pays a thirty percent deposit to a roofing contractor to install a new roof, you agree to 1) remit payment to Earthlight for the thirty percent deposit, and 2) assume all outstanding payments owed to the contractor.

## **h. Delays Beyond Earthlight’s Control**

Earthlight may revise the commencement or completion dates or any other work due under this Agreement because of regulatory delays, Customer delays in correcting pre-existing conditions that prevent installation or in responding to Earthlight’s questions and requests, abnormal weather conditions, natural causes, accidents, damages due to fire, strikes, unavailability of materials, or any other cause beyond the control of Earthlight. Earthlight is entitled to delay such dates for a period of time reasonably equivalent to the time lost because of these causes.

**i. Entire Agreement; Amendments; Benefit of Agreement**

This Agreement contains the entire agreement of the Customer and Contractor regarding the subject matter of this Agreement. Any amendment or other change to this Agreement must be in writing and signed by both parties. The Customer may not require Earthlight to perform extra or change-order work beyond the scope of the work detailed in the Agreement. Any extra work must be clearly defined in an amendment and signed by both parties.

**Signatures**

I have read the Agreement and appendices in their entirety, and I agree to the terms. I also acknowledge that I have received a complete copy of this Agreement and appendices.

Customer Name: \_\_\_\_\_

Date: 6/12/2022

Customer Signature: *Rajesh Iyer*  
Rajesh Iyer (Jun 12, 2022 21:31 EDT)

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Energy Analyst Name: Jay Chabot

Date: 06/12/2022

Energy Analyst Signature: *Jay Chabot*  
Jay Chabot (Jun 12, 2022 16:22 EDT)

## Appendices

### Appendix A

Warranty Information

### Appendix B

Installation Timeline

### Appendix C

Notice of Cancellation



## Appendix A

### Warranty Information

#### SunPower Limited Product and Power Warranty Overview for Residential AC & DC Modules

The limited warranty described below and provided in its entirety at [sunpower.com/homesolarwarranty](http://sunpower.com/homesolarwarranty) is effective for SunPower® photovoltaic modules for residential installation with “SPR-X” or “SPR-E” or “SPR-A” or “SPR-M” and “AC” in the product model number and sold after July 1, 2019.

#### Limited Warranty

Subject at all times to the terms and conditions as set out in the limited warranty, SunPower Corporation (“SunPower”) warrants that for 25 years beginning on the Warranty Start Date<sup>1</sup>, its photovoltaic modules specified above, including factory integrated electronics, (“PV Module(s)”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and the power of the PV Modules will be at least 98% of the Minimum Peak Power<sup>2</sup> rating for the first year, and will decline by no more than 0.25% per year for the following 24 years, so the power output at the end of the final year of the 25th year warranty period will be at least 92% of the Minimum Peak Power rating.

For a copy of the full warranty including, but not limited to assignment rights, exclusions and limitations please visit SunPower's website at: [sunpower.com/homesolarwarranty](http://sunpower.com/homesolarwarranty)

### Why SunPower is the better choice:



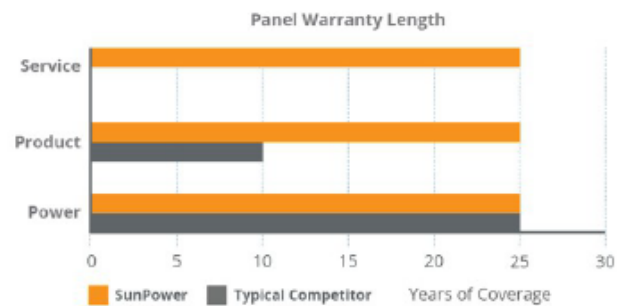
60% more energy in the same space over 25 years<sup>3</sup>



Rated #1 for durability<sup>4</sup>



The industry's best 25-year Combined Power and Product Warranty



With over 30 years as a leader in solar, it's no wonder SunPower was chosen the #1 most requested brand by global experts.<sup>5</sup>

<sup>1</sup> “Warranty Start Date” is the earlier of (i) date of array interconnection and (ii) 6 months following the date of delivery by SunPower. If the delivery date cannot be verified, manufacturing date will be used in its place.

<sup>2</sup> “Minimum Peak Power” is defined as the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m<sup>2</sup> irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.

<sup>3</sup> SunPower 360W compared to a Conventional Panel on same sized arrays (260W, 16% efficient, approx. 1.6 m<sup>2</sup>), 4% more energy per watt (based on PVSyst pan files), 0.75%/yr slower degradation (Campeau, Z. et al. “SunPower Module Degradation Rate,” SunPower white paper, 2013).

<sup>4</sup> “Fraunhofer PV Durability Initiative for Solar Modules: Part 3”. PVTech Power, 2015.

<sup>5</sup> Gilligan, C., et al. 2015 PV Module Customer Insight Survey. HIS Consulting.

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## Appendix A (Continued)

### Earthlight Warranty

#### Earthlight Craftsmanship Warranty

Earthlight warrants that for 12 years beginning on the Warranty Start Date<sup>1</sup> the System will be installed under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components.

The production of the System quoted in this contract is guaranteed for the first year of production using site data collected from the preliminary shade report and site engineering audit. The customer is responsible for maintaining trees and other foliage that may cause additional shading.

#### A. Roof Warranty:

During the Craftsmanship Warranty Period, we warrant that if there is an installation error that results in unintended damages to the Customer's existing roof, Earthlight will correct the damages without cost to the Customer. This provision includes damages to areas of the roof that are within a 3 inch radius of roof penetrations. If a leak does occur from the roof area covered by the solar array, Earthlight will send out a service crew within 7 business days to investigate the leak. If the leak is determined to be caused by the System, Earthlight will repair the leak within 30 business days of notification of the leak.

#### B. Energy Storage Warranty

During the Energy Storage Warranty Period, the Customer's energy storage system shall be free from defects in materials and workmanship and retain at least 70% of the initial useable energy capacity for a period of 10 years from the Warranty Start Date. This warranty shall cover the full cost of labor for repair or replacement of any defective energy storage system component or components that failed due to improper or insufficient design or installation. All other claims shall adhere to the terms set forth under the manufacturer warranty.

#### C. Ground Mount Systems:

For ground mount systems we will install the Solar Foundations USA racking system. These components are warranted for a period of 25 years from the date of shipment by Solar Foundations USA. For a copy of the full warranty including, but not limited to assignment rights, exclusions, and limitations, please visit Solar Foundations USA's website at <http://www.solarfoundationsusa.com/page/sfusa-downloads-16.html>.

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<sup>1</sup> "Warranty Start Date" is defined as the date of array interconnection.

## Appendix B

### Installation Timeline

#### **Engineering Site Audit Completion**

2-4 Weeks, dependent on scheduling

Once we have received copies of your signed contract, electrical bill, and homeowner insurance, our Solar Administrative Coordinator will contact you to schedule an Engineering Site Audit. One of our Project Managers will visit your home to confirm your system design, verify measurements and shade readings, gather structural information, and inspect your main electrical panel.

#### **Design Approval**

1-3 Weeks

Following your Engineering Site Audit, the Project Manager will make any necessary adjustments and will submit your design to our Structural Engineer. If we determine that electrical or structural upgrades are needed to proceed, your solar analyst will contact you with pricing for such corrective work.

#### **Permitting and Interconnection Approval**

4-6 Weeks

Once the System's design and engineering are approved, the Project Management Team will submit all necessary paperwork to your town for permitting and to the utility for interconnection approval. Generally, this process takes 4-6 weeks, but timing may vary depending on your local utility or the capabilities of your town's building department. The utility's engineers will assess the current grid profile and determine if an electrical upgrade will be necessary prior to the System's installation. If upgrades are necessary.

#### **Solar Installation**

1-3 Days

After we have received the permit and interconnection approval, we will contact you to schedule a date for your installation. Most installations are completed in 1-3 days, depending on the size of the System and structural upgrades required. The town inspector will then approve the project and submit approval to your local utility.

#### **Utility Interconnection**

6-8 Weeks

The utility company will visit your home and replace your current meter with a net meter. Once the meter is installed, you will receive an email from the utility with an Approval to Energize.

Appendix C

Notice of Cancellation

CONTRACT DATE: 6/12/2022

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, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and 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 20 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.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to

Earthlight Technologies, LLC, at 92 West Road, Ellington, CT 06029

NOT LATER THAN MIDNIGHT OF

Jun 15, 2022

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_ [DATE].

Customer’s Signature: \_\_\_\_\_

Please print name: \_\_\_\_\_

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Earthlight Technologies, LLC, at 92 West Road, Ellington, CT 06029

NOT LATER THAN MIDNIGHT OF

Jun 15, 2022

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_ [DATE].

Customer’s Signature: \_\_\_\_\_

Please print name: \_\_\_\_\_

## Addendum to Solar Energy Home Improvement Contract

This Addendum to Solar Energy System Home Improvement Contract (this "Addendum") is entered into by and between Customer(s) (as described below) and Earthlight Technologies, LLC.

THIS ADDENDUM SUPPLEMENTS THE TERMS AND CONDITIONS OF YOUR SOLAR ENERGY SYSTEM HOME IMPROVEMENT CONTRACT, DATED 6/30/2022 (THE "CONTRACT") ENTERED INTO WITH EARTHLIGHT TECHNOLOGIES WITH RESPECT TO A SOLAR PHOTOVOLTAIC SYSTEM THAT HAS BEEN OR WILL BE INSTALLED AT YOUR HOME. ALL CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE CONTRACT.

- a. Customer(s) and Earthlight Technologies hereby acknowledge that Customer(s) shall be eligible to receive a rebate in the amount of \$ 0 directly from Earthlight Technologies. If the Customer(s) purchases their solar array directly without Earthlight or SunPower-provided solar financing, Earthlight shall send the rebate payment to the Customer(s) once they have paid in full. Otherwise, Earthlight Technologies shall send the rebate payment in the form of a check to the Customer(s) once the solar array has been energized.
- b. Customer(s) and Earthlight Technologies hereby acknowledge that Customer(s) shall be eligible to receive a manufacturer's rebate in the amount of \$ N/A from SunPower. Once Earthlight receives payment in full from the Customer, financing party, and the state or utility incentive, Earthlight shall send a paid in full invoice to SunPower to initiate processing of the rebate. Once the rebate is approved, SunPower shall send the rebate payment in the form of a visa gift card to the Customer(s).
- c. Except as otherwise expressly provided in this Addendum, all of the terms, conditions, agreements, and understandings contained in the Contract shall remain unchanged and in full force and effect and the same are hereby expressly ratified and confirmed the Customer(s) and Earthlight Technologies. Any references to the Contract herein or in the Contract shall mean the Contract as modified by this Addendum.
- d. The terms, conditions, agreements, and understandings contained in this Addendum shall apply only to Customer, and it shall not be transferred to any future owner of the photovoltaic array.
- e. This Addendum is governed by the law of the state where Customer's House is located, and, to the extent applicable, federal law.
- f. Facsimile, PDF signatures, or electronic signatures may be used with the same force and effect as if they were a duly executed original.

**Addendum to Solar Energy Home Improvement Contract**

**Customer's Signature(s):**

By: *Rajesh Iyer*  
Rajesh Iyer (Jun 12, 2022 21:31 EDT)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Company Representative Signature:**

By: *Jay Chabot*  
Jay Chabot (Jun 12, 2022 16:22 EDT)

Name: Jay Chabot

Title: Solar Analyst

Date: 06/12/2022