



### **Solar Photovoltaic System Sales & Services Contract**

**Jared Collin Day and Bon-Benedict Valera Villamil**

of 2230 Ursulines Avenue New Orleans Louisiana 70119

referred to as "Owner," "You" or "Buyer," and PosiGen of Louisiana, LLC, of 819 Central Ave., Ste. 210, Jefferson, Louisiana, 70121 (referred to as "PosiGen," "We" or "Seller,") make this agreement on June 30, 2022 of June 30, 2022 ("Effective Date"). PosiGen may be reached by telephone at the following telephone number: (866) 767-4436. **PosiGen's Louisiana Contractor License Number: 881857.**

#### 1) SCOPE AND DESCRIPTION OF WORK

PosiGen agrees to perform for the Owner certain alterations and improvement in and upon the home of the

**Owner located at:** 2230 Ursulines Avenue

New Orleans Louisiana 70119

in accordance with the following

specifications: PosiGen will install a 8.91 kW solar photovoltaic array, inverter, mounting system, including without limitation, all monitoring and metering devices, and other equipment related thereto, other than the electric meter and net-energy meter servicing the Owner's home, and all additions, modifications, attachments, accessions, substitutes, replacements and parts thereof which shall be at all times owned by the Buyer and which is more fully identified in **Exhibit A**. PosiGen shall furnish all labor and materials for such work.

#### 2) CONTRACT PRICE

In consideration for the Contractor's performance of work described in the preceding section, Owner will pay PosiGen a total contract price of \$ 51,315.08 in accordance with the below payment schedule.

#### **Payment Schedule\*:**

Total System Cost:	\$ 51,315.08
Down Payment (if applicable)	\$ 5,131.51
Total Amount Financed	\$ 46,183.57
Completion of Panel Installation: (80%)	\$ 36,946.86
Permission to operate from utility & Interconnection: (20%)	\$ 9,236.71

- 2) **Regulation Z Disclosures:** No down payment required. The fixed Annual Percentage Rate for a 25 year loan is 5.49 %. The amount of your first 17 payments will be \$ 217.99 . If you make a 26% prepayment in month 18, your remaining 282 payments will remain approximately \$ 217.99 . If no prepayment is made, the remaining 282 payments will be \$ 293.84 .

### 3) GENERAL TERMS & CONDITIONS OF SALE

Our business relationships with our customers shall be based on our General Terms and Conditions of Sale, as defined below:

- a. **Turn Key Service:** PosiGen is providing a "turnkey" system which includes all applicable standard hardware, materials, supplies and services required to provide a fully-operational system.
- b. **Compliance to Building Codes:** All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
- c. **Premises Access:** You grant PosiGen and its employees, agents, and subcontractors, the right to reasonably access the Premises for the purposes of (i) installing, constructing, operating, repairing, removing or making any additions to the System; (ii) installing, using and maintaining electrical lines and inverters and meters necessary to interconnect the System to your electric system at the Premises and/or to the utility's electric distribution system; or (iii) taking any other action reasonably necessary in connection with the System.
- d. **Premises Conditions:** You will be responsible for the structural integrity of the Premises where the System is installed, including structural or electrical modifications necessary to prepare the Premises for the System. You agree that PosiGen is not responsible for any known or unknown Premises conditions. Following site assessment, known Premises conditions that require repair or replacement will be provided to you in writing. If you fail to make those repairs or replacements before installation is scheduled to begin, PosiGen shall not be responsible for any performance delays and may terminate this agreement.
- e. **License Status:** To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- f. **PosiGen's Insurance:** PosiGen and its subcontractors carry commercial general liability insurance with coverage amounts that meet or exceed those required by law and written by an AM Best's rated A-VII or higher insurance company. PosiGen carries worker's compensation coverage for all employees in compliance with law. Proof of coverage of PosiGen or its subcontractors will be provided upon request.
- g. **Use of Subcontractors:** PosiGen may at its discretion engage subcontractors to perform work hereunder, provided PosiGen shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this Contract. Except as provided in Section 5) below, Customer is not responsible if PosiGen fails to pay a subcontractor, provided Customer has paid PosiGen all amounts when and as required under this contract. All subcontractors are required to hold insurance as specified in section f above.
- h. **Change Order (Mid-Performance Amendments):** The PosiGen and Customer recognize that PosiGen's original cost and time estimates may prove too low due to unforeseen events, or to factors unknown to the PosiGen when the contract was made; Customer may desire a mid-job change in the specifications that would add time and cost to the specified work

possibly inconvenience the PosiGen; or Other provisions of the contract may be difficult to carry out because of unforeseen events, such as a materials shortage or a labor strike. If these or other events beyond the control of the parties reasonable require adjustments to this contract, the parties shall make a good faith attempt to agree on all necessary particulars.

Such agreements shall be put in writing, signed by the parties and added to this contract. Failure to reach agreement shall be deemed a dispute to be resolved as agreed herein.

- i. **Liability Waiver:** PosiGen warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of PosiGen or its employees and subcontractors.
- j. **Permits and Approvals:** PosiGen shall at its own expense obtain all permits necessary for the work to be performed.
- k. **Taxes; Rebates; Required Payments:** Unless otherwise indicated, applicable sales/use and similar taxes are included in the prices. Customer is solely responsible for taxes imposed on or otherwise relating to the system after work completion. **Customer should consult with a qualified tax professional or accountant to determine eligibility for any applicable tax credits or other renewable energy incentives. PosiGen and Sunlight Financial make no representation, warranty, or guaranty as to the availability of such incentives.** In the event Customer shall fail to pay any periodic or installment payment due, PosiGen may cease work without breach pending payment or resolution of any dispute.
- l. **Dispute Resolution:** All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
- m. **Force Majeure:** PosiGen shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials. Any starting or completion dates stated by PosiGen shall be subject to clarification of all technical details. Moreover, PosiGen's obligation to meet any deadlines shall be based on the punctual and proper fulfillment of the Customer's obligations. In the event of strikes, lockouts, Force Majeure, delayed shipments by suppliers or subcontractors or other causes hindering punctual Completion for reasons that PosiGen is not accountable for, PosiGen shall be entitled to extend the Completion date(s) by a reasonable amount of time.
- n. **Monitoring:** Following completion and interconnection, information on system monitoring will be provided to you by PosiGen. You are responsible for arranging for system monitoring through your inverter manufacturer/supplier.
- o. **What Constitutes Completion:** The work specified herein shall be considered completed upon approval by Customer, provided that Customer's approval shall not be unreasonably withheld. Substantial performance of the specified work in a workmanlike manner shall be considered sufficient grounds for PosiGen to require final payment by Customer, except as specifically provided in Section 2 herein.
- p. **Warranties:** (i) PosiGen will complete the specified work in a substantial and workmanlike manner according to standard practices prevalent in PosiGen's trade. PosiGen warrants that

the labor and materials provided as part of the specified work will be free from defects for a period of five (5) years from the date of completion. Major equipment as supplied by third-party(ies) manufacturer(s) shall be warranted in accordance that manufacturer`s warranty. (ii) PosiGen provides a 5-year limited roofing penetration warranty. PosiGen warrants Owner's roof against damage and water infiltration at each roofing penetration, and the area immediately surrounding each such penetration, made in connection with the installation of the Solar Equipment (the "Covered Roof Areas"). PosiGen will repair damage to Owner's roof and repair or compensate Owner for actual physical damage to Owner's property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas. (iii) PosiGen disclaims any liability for direct or indirect damages due to improper or unauthorized modifications, alterations or repair attempts; inappropriate use or operation; insufficient ventilation of electrical equipment; non-compliance with relevant safety standards or regulations; flood, lightning, over voltage, storm, fire (acts of nature). **PosiGen will not be liable for any direct, indirect or consequential damages, losses, costs or expenses however arising, in contract, tort or otherwise**, including without restriction any economic losses of any kind, any loss or damage to property, any personal injury, or any damage or injury arising from or as a result of misuse or abuse, or incorrect operation of the equipment or system.

- q. **Site Maintenance:** PosiGen agrees to be bound by the following conditions when performing the specified work.
  - i. PosiGen shall perform the specified work between the hours of 7am - 7pm.
  - ii. At the end of each day`s work, PosiGen`s equipment shall be stored in a locked, secured trailer on or off premises. At the end of each day`s work, PosiGen agrees to clean all debris from the work area and leave all appliances and facilities in good working order.
  - iii. PosiGen agrees that disruptively loud activities shall be performed only between the hours of 7am to 7pm. PosiGen agrees to confine all work-related activity, materials and products, including dust and debris, to the following areas:
    - 1. Roof, yard and immediately surrounding areas.
- r. **Insurance:** Customer agrees to maintain homeowners insurance in full force and effect at all times on the property where the system is to be installed, and to inform Customer's homeowners insurance company of the existence and provisions of this contract.

#### 4) CONTRACT TIME

PosiGen will begin the work on or about 30-40 days from the date of contract approval by PosiGen and will substantially complete the work on or about 40-50 days from date of such contract approval **(work completion)**, and the system will be interconnected on or about 60-70 days from date of work completion **(interconnection)**; contingent upon obtaining all necessary municipal, utility and other regulatory approvals. PosiGen estimates that the date of contract approval by PosiGen Based on PosiGen's estimated date of contract approval, PosiGen estimates that work will begin on approx. 8/29/2022 and that work completion (or substantial work completion) may occur on approx. 9/29/2022, but these dates are only estimates. The interconnection date will depend on the time it takes to obtain all necessary municipal, utility and other regulatory approvals. In addition, work commencement and completion may be delayed as the result of an act of God, strikes, unavailability of materials, or any other contingency

beyond PosiGen's control. The parties specifically agree that time is **not** of the essence of this contract.

5) REFUND POLICY

**Unless Owner exercises the right to cancellation provided in accordance with applicable law, Owner will not be entitled to a refund of any amount paid to PosiGen under this contract. If Owner exercises the right to cancellation provided in accordance with applicable law, within ten (10) days of Owner's cancellation PosiGen will tender Owner any payments that have been made under this contract.**

6) SEVERABILITY

If any provision of this Contract or the application thereof shall, for any reason and to any extent be determined to be invalid or unenforceable by an arbitrator or a court with proper jurisdiction, neither the remainder of this Contract nor the application of the provision to another person, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

7) GOVERNING LAW

This Contract shall be governed by federal law and the laws of the State of Louisiana, exclusive of its choice of law provisions. Notwithstanding the foregoing, Section 3.I shall be governed solely by federal law, including the Federal Arbitration Act, and not by any state law.


8) ADDITIONAL PROVISIONS

If applicable, PosiGen may suggest to Owner a potential third-party source of purchase-money financing for some or all of the amounts payable under this Contract. Owner acknowledges and agrees that PosiGen is not authorized to review or approve Owner's eligibility for any such financing, is not an agent of any third-party offering financing, is not recommending or endorsing any such third-party, and is not offering to help Owner obtain any financing. PosiGen and Owner also agree that the contract price for the system does not depend on whether Owner obtains financing or on the source of any such financing, and that PosiGen is not imposing any financing-related fee or charge on Owner. Owner is solely responsible for making an independent decision about whether and to whom to apply for financing.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, you and we have executed this Contract as of the Effective Date first written above.

PosiGen of Louisiana, LLC

By:   
(Duly Authorized Agent)

Date: June 30, 2022

**By signing below, you acknowledge that you have received a completed copy of this Contract (including two duplicate copies of Exhibit B) for your records, and that you read this entire Contract before signing below.**

In addition to any right otherwise to revoke an offer:

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Sign: Jared Collin Day  
Print: Jared Collin Day  
Date: June 30, 2022

Sign: Bon-Benedict Valera Villamil  
Print: Bon-Benedict Valera Villamil  
Date: June 30, 2022



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