



Solar Alternatives 25 Year Labor and Materials Warranty

Solar Alternatives¹ provides the Warranty (as defined below) on the solar energy System installed at:

Address: 2500 Saint Louis Street New Orleans, LA 70119

Owner(s) Name: James Moises

Labor Limited Warranty ("Warranty"): For 25 years from the date of installation of the System, Solar Alternatives warrants that the System shall be free from defects caused by faulty workmanship or faulty installation, subject to the limitations and provisions set forth below. Solar Alternatives, at its sole discretion, will either repair or replace any defective installation of equipment and/or parts covered by this Warranty.

What Voids This Warranty: The following shall void the Warranty: (i) installation, removal, painting, repair, adjustment, tampering or reinstallation of any portion of the System or any other Solar Alternatives products or components, by anyone other than Solar Alternatives; (ii) any use of the System beyond normal and reasonable use in accordance with all user manuals and guidelines; (iii) vandalism or other intentional damage or acts impacting the System. Solar Alternatives expressly disclaims any liability for any costs, defects or damages with respect to such actions.

What is Not Covered Under the Warranty: This Warranty is granted by Solar Alternatives to the Owner only, and is not assignable or transferable to any other person, entity, or owner. The Warranty covers only materials that are both manufactured or assembled, and installed by, Solar Alternatives. This Warranty does not cover damage caused by occurrences beyond the control of Solar Alternatives such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or reinstallation of any Solar Alternatives products or components by other than a Solar Alternatives authorized installer, normal wear and tear, glass breakage, corrosive effects of salt, air and chemical pollutants, normal fading, deterioration of non-Solar Alternatives approved caulking compounds, fire, flood, lightning, winds above 130 mph as defined by the national weather service for the immediate area, windblown objects rated above UL class 3 impact resistance, earthquake, hurricanes with winds above 130 mph as defined by national weather service, ice dams, icicles, ice storms, atmospheric conditions or weather of catastrophic nature as defined by the national weather service, other acts of God, intentional acts, unreasonable use, vandalism or pollution. This Warranty does not cover any damage, faults, or conditions whatsoever of any property or materials other than the System itself. This Warranty does not cover any damage or material failure or misalignment caused by objects dropped, thrown or placed against products or due to combining any Solar Alternatives products with materials, components, gaskets, seals or operating hardware not approved for such use.

Remedies and Rights: The Warranty, subject to the limitations set forth above, is the only expressed warranty provided by Solar Alternatives. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Solar Alternatives any obligation, liability, or responsibility in place of or in addition to this Warranty.

Warranty Claim Procedure: Claims under this warranty will be considered if submitted by registered or certified mail to Solar Alternatives Main Office, 5804 River Oaks Rd South, New Orleans, LA 70123, within 30 calendar days following the discovery of any defect covered by this Warranty, with specific details in writing, and provided Solar Alternatives or its agents are permitted a commercially reasonable opportunity to examine and analyze the workmanship claimed to be defective.

¹ All capitalized terms shall have the same meaning as set forth in the Contract – Photovoltaic Array Installation ("Contract") executed between Solar Alternatives and Owner.



5804 River Oaks Rd S
New Orleans, LA 70123
WWW.SOLALT.COM

CONTRACT

This Contract is made and entered into on this 9th day of August, 2022, by and between Bizou Wines, hereinafter designated as the Owner, and Solar Alternatives, Inc. hereinafter designated as Contractor. This agreement replaces all previous agreements regarding this project.

Contractor represents and warrants that Solar Alternatives, Inc. is a legal corporation authorized to perform the work described herein. Owner represents and warrants that she/he is the owner of the property described below upon which the described work will be performed.

§1 – THE WORK

Contractor agrees to provide materials and installation for a 40kW Solar Energy System (the "Work") in a workmanlike manner and in accordance with the System and Equipment Description to the property located at 2500 Saint Louis Street New Orleans, LA 70119 (the "Property") for the sum of \$205,512.00 in accordance with §8 below.

System & Equipment Description

- 100 400WTier1 Polycrystalline Solar PV Modules
- IEEE1547 Compliant Solar Inverter System
- 6 Tesla 13.5kWh Powerwall Back Up Battery units
- 1 Span Panel
- Electrical interconnection to Utility Infrastructure
- Design, Engineering documentation, and Jurisdictional Filings
- All permitting, inspections and net meter documentation as needed
- Includes operational manuals, system documentation, and information necessary for tax credit application. Owner will be trained in use of a monitoring system (if applicable) and maintenance.

The Work does not include any additional costs such as amounts for change orders, extra work, overages, and/or escalated costs of materials in accordance with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement, including the below sections §§2-19, in two original duplicates by their signatures below:

Solar Alternatives, Inc.:

Owner:

DocuSigned by:
Sally Schaefer Sally Schaefer
D22D54C3FBEB47F...

DocuSigned by:
James Moises James Moises
2C25AB2969A848E...

Date: 8/9/2022 Sales Rep

Date: 8/11/2022 Customer

Contact Phone: _____

Owner: _____

Contact Email: _____

Date: 7-22-22

§ 2 – COMMENCEMENT OF WORK

Work will commence on or about September 22, 2022 and will be completed by September 30, 2022.

§ 3 – DELAY IN PERFORMANCE

Contractor shall not be held responsible or liable for any delay in performance or failure of performance when the delay or failure is due to or caused by conditions beyond the Contractor's control such as strikes, adverse weather conditions, inability to get materials, or other cause or conditions.

§ 4 – WAIVER OF CONSEQUENTIAL DAMAGES

The Owner waives claims against Contractor for consequential damages arising out of or relating to this Contract.

§ 5 – THE OWNER'S OBLIGATIONS

The Owner agrees to obtain all necessary or required approvals and/or acknowledgements from any Architectural or Historical Board, Committee, Society, or Owners Association with jurisdiction over the Work, and agrees to defend, indemnify and hold harmless Contractor from and against any claims by said Boards, Committees, Societies, or Associations as a result of Owner's failure to comply with this provision.

§ 6 – DEPOSIT, PAYMENTS/DRAWS

The Owner shall make any and all payments to the Contractor within ten (10) days of receipt of request from Contractor, or else Owner shall be considered in default.

A deposit in the amount of \$68,504.00 shall be paid by Owner to Contractor to secure performance of the Work on the Property. The deposit shall be non-refundable and shall be paid upon execution of this Contract.

The owner shall make the remaining payments upon request of the Contractor in accordance with the following schedule:

\$ 68,504.00 upon start of labor at the Property, and

\$ 68,504.00 ("final payment") due on substantial completion of the work.

§ 7 – PARTIAL DRAW

In the event Contractor has substantially performed the work necessary to make a particular stage draw as listed above, but one or more items have not been completed due to circumstances beyond Contractor's control, then Contractor shall be entitled to a partial draw in an amount equal to the percentage of such stage completed by Contractor.

§ 8 – DEFAULT BY OWNER

If payments are not made timely as described in §8 of this agreement, Owner shall be in default, and owe to the Contractor the unpaid balance, together with interest from the date payment is due until paid, at a rate of twelve percent (12%) annually. The parties agree that if the Owner defaults on this Contract, the Contractor shall be entitled to all costs for enforcing this Contract, including but not limited to reasonable attorneys' fees, as well as case preparation and court costs.

In the event of Owner's default, Contractor may suspend work without penalty until Owner cures such default. Contractor shall be under no obligation to perform any warranty or any other work until Owner cures all defaults. Owner shall be in default if Owner fails to pay any draw to Contractor within five (5) days of its due date; or Owner fails to execute a written acceptance and substantial completion.

§ 9 – CHANGE ORDERS

Owner and Contractor agree that changes or overages to the work shall be made in writing and signed by both parties. If contracted material or equipment is unavailable, Contractor reserves the right to substitute with that of equal or better value.

§ 10 – CONCEALED CONDITIONS

The Contractor is not responsible or liable for any type of neglect or omission by the Owner. Contractor shall not be responsible or liable for any pre-existing conditions to the property that are not covered in this agreement which require correction, i.e. insufficient structure support, water leaks, electrical issues, etc.

§ 11 – INSURANCE

Prior to the commencement of the Work, the Contractor agrees to obtain a certificate of worker's compensation insurance, certificate of commercial general liability insurance, and a certificate of automobile liability insurance, all effective in the State where work is to be performed.

§ 12 – NOTICE

Before undertaking any repair or employing another to undertake repair of Contractor's work under this agreement, or before instituting any action for breach of warranty or contract, the Owner agrees and obligates to give Contractor written notice, by registered or certified mail, within 30 (thirty) days after knowledge and/or discovery of any alleged breach or defect and to allow Contractor at least five (5) business days after Contractor's receipt of such notice to respond to same notice and/or to inspect the alleged defects and at least thirty (30) business days from date of inspection or response in which to correct and/or repair those alleged defects mutually agreed upon and provided materials are available. Owner further understands and agrees that this notice shall set forth all alleged defects and/or claims of Contractor's breach. Failure to provide said notice will bar recovery of the same.

§ 13 – WARRANTY

Contractor warrants for ten (10) years from date of completion that all labor will be performed in a workmanlike manner and conform to industry standards. This ten-year warranty shall exclude any materials or products that are subject only to the manufacturer's warranty. This warranty further excludes: portions of the property upon which Contractor performed no work; any unforeseen condition, defect, deficiency, or lack of fitness on any portion of the property that existed prior to commencement of work or that exists through no fault of Contractor, including but not limited to termite or water damage. Owner agrees and understands that Contractor assumes no liability nor responsibility to correct and/or repair any condition, defect, deficiency, or lack of fitness as to portions of the property upon which Contractor performed no work.

§ 14 – ENERGY PRODUCTION

For relevant projects, Contractor has accurately represented the *anticipated* average energy production of the proposed system to the Owner in units of energy and/or currency. Industry standard calculations have been applied and publicly available estimation tools have been used to assess system output with the parameters and equipment in the proposed design. Due to local,

seasonal and annual changes in solar availability and traditional energy costs, variations are possible in actual measured output and savings.

§ 15 – NOTICE OF LIEN RIGHTS

Owner agrees and acknowledges that the Contractor is about to begin improving Owner's property according to the terms and conditions of this Contract and that Contractor retains lien rights in accordance with the prevailing state law.

§ 16 – MEDIATION

Claims, disputes, or other matters in controversy arising out of or related to this contract shall be subject to mediation as a condition precedent to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at Mediation Arbitration Professional Systems ("MAPS") in Metairie, Louisiana. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. All claims shall be resolved in accordance with La. R.S. §9:4101 *et seq.*, and the MAPS Rules of Mediation.

§ 17 – ARBITRATION

A claim subject to but not resolved by mediation shall be subject to arbitration which shall be administered by Mediation Arbitration Professional Systems ("MAPS") of Metairie, Louisiana in accordance with La. R.S. §9:4201 *et seq.* A demand for arbitration shall be made in writing, delivered to the other party to this contract, and filed with MAPS. A demand for arbitration must be made no earlier than with the filing of a request for mediation.

§ 18 – GENERAL CONTRACT PROVISIONS

This contract, and all of the rights and duties of the parties arising from or relating in any way to the subject matter hereof, shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana. If there is a dispute arising out of or relating to this contract, venue shall be in the Parish in which the work is being performed. This Contract may be executed in counterparts, with each counterpart considered an original, but when signed and delivered to the other party, each shall constitute one and the same executed agreement.

---- END OF CONTRACT ----