

SOLAR INSTALLATION AND PURCHASE CONTRACT

This Agreement, (the **“Solar Installation Agreement”**) is made and entered into by and among the parties listed below:

ENVISHA CONSTRUCTION, LLC (hereafter as “Envisha”) with principal office currently at 1050 S. Norman C. Francis Parkway Suite #301, New Orleans, LA 70125; and Tica Terry (hereafter as **“PURCHASER”**), whose property address is:

4417 Mendez Street New Orleans LA 70126

The **“Effective Date”** of this Solar Installation Agreement is the date that it has been fully executed by all of the Parties.

WHEREAS, Envisha and Purchaser are sometimes collectively referred to herein as the **“Parties”** and sometimes individually referred to herein as a **“Party.”**

WHEREAS, Purchaser desires to purchase and have installed, **“Solar Equipment”**, on Purchaser’s Property.

WHEREAS, Envisha agrees to install the Solar Equipment on Purchaser’s Property pursuant to the terms of this Solar Installation Agreement.

Installation includes: All items listed below, as well as disconnects, wiring, ancillary electrical items, City/Utility inspections and approvals. Utility interconnection fee is borne by **PURCHASER**, if applicable.

- All design, engineering, permitting and interconnection required to operate system in compliance with all NEC and local codes
- All electrical work, conduit and wire necessary to interconnect the solar system
- (21) DNA-120-MF10-440W W Solar Panels w/ 25-year manufacturer warranty
- (21) IQ8A-72-2-US
- 10-Year Workmanship Warranty

NOTES: SYSTEM SIZE: 9.24 KW

Total System Cost \$: \$41,238.00

1. **In consideration** for the installation of the Solar Equipment, Purchaser agrees to pay the “**Total System Cost**” listed on page 1, which shall be paid to Envisha within 5 business days of each milestone met.

CASH DEALS: Payments are as follows:

- Milestone 1: 10% of total system cost due at signing the “Solar Installation and Purchase Contract” \$_____
- Milestone 2: 50% of total system cost due at permit submission. \$_____
- Milestone 3: 40% of total system cost due at Install \$_____

FINANCE DEALS: Financed projects are subject to the payment schedule terms of Customer’s finance company.

Financier: DIVIDEND
Term: 25 YEAR
APR: .99%

2. **In consideration** for the payment of the Total System Cost, Envisha agrees to install the Solar Equipment on Purchaser’s Property.

3. PURCHASER ACKNOWLEDGES AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- (a) The installation of Solar Equipment is a multi-phased construction project, involving the acquisition of permits issued by government entities as well as the approval of Utility Companies, both of which are not under the control of Envisha.
- (b) Furthermore, the installation of Solar Equipment is an outdoor activity, and as such, weather events pose a particular risk to those working for or on behalf of Envisha. Envisha therefore, reserves the right to halt operations at Purchaser’s Property if outdoor conditions present an unreasonable risk to the solar installation personnel.
- (c) Purchaser will hold Envisha harmless and without any fault, for any delay of the installation of the Solar Equipment caused by weather events which pose an unreasonable risk to installation personnel.
- (d) Purchaser will hold Envisha harmless and without any fault, for any delay of the installation of the Solar Equipment that is caused primarily by any action or inaction by a government entity.
- (e) Purchaser will hold Envisha harmless and without any fault, if any delay of the installation of the Solar Equipment is caused by any action or inaction of a Utility Company (whether Public or Private), such as Entergy (or any other electric power

provider whose approval is required by law or custom prior to installation).

- (f) Plans for solar panel layout, electrical configuration, or equipment may require adjustment, after a physical site survey of Purchaser's Property; and that any adjustment to original design by Envisha must be approved by Purchaser, in writing, prior to installation.
- (g) Purchaser agrees to hold Envisha harmless and without any fault, if any delay of the installation of the Solar Equipment is caused by a failure or delay by Purchaser to sign approval of an adjustment of design, as described above in Section 3(f).
- (h) Hazardous or unknown jobsite conditions: If conditions at Purchaser's Property are (1) materially different than those identified in this Solar Installation Agreement, or by Purchaser verbally to Envisha personnel, or (2) unusual or unknown conditions that are materially different than conditions typically encountered in the work provided for in this Solar Installation Agreement, Envisha reserves the right to pause work and notify Purchaser of said condition. Purchaser agrees that work will not continue until Purchaser and Envisha agree on a written change order.
- (i) Purchaser agrees to hold Envisha harmless and without any fault, if any delay of the installation of the Solar Equipment is caused by a failure or delay by Purchaser to agree to a written change order, as described in Section 3(h);
- (j) Envisha will not perform any additional work requested by Purchaser or third parties, outside the obligations of this Solar Installation Agreement, except upon a written change order, describing the scope of work and an adjustment to the contract price as consideration for that scope of work;
- (k) Purchaser agrees to hold Envisha harmless and without any fault, if any delay of the installation of the Solar Equipment is caused by a failure or delay by Purchaser to agree to a written change order, as described above in Section 3(k);

4. Tax Credits

Envisha agrees to provide Purchaser all tax information necessary for filing out tax paperwork. However, Envisha advises Purchaser to seek advice from a tax professional as to the specific impact these credits will have on Purchaser's tax return and ability to monetize them.

5. Cancellation of Solar Installation Agreement

- (a) Purchaser agrees that Envisha has the right to cancel this Solar Installation Agreement if unsuitable conditions are encountered and cannot be remedied, either by waiting for a reasonable period, or by the actions of any Party (including a Third Party) capable of remedying the unsuitable condition.

- (b) Envisha agrees that Purchaser may cancel this transaction, without any penalty or obligation, within three (3) business days from the Effective Date Aug 18, 2022. If Purchaser cancels after three business days, any property traded in, any payments made, and any negotiable instrument executed will be returned within ten (10) business days following receipt by Envisha of Cancellation Notice.
- (c) Purchaser agrees that in order to serve a valid cancellation notice upon Envisha, Purchaser must execute the document exact in form and substance to that of Exhibit A of this Solar Installation Agreement (attached herewith).
- (d) Purchaser agrees, in the event Purchaser elects to cancel the Solar Installation Agreement, in accordance with Section 5(b), Purchaser is obligated to pay to Envisha, within five (5) business days, an amount equal to Ten Percent (“10%”) of the Total System Cost.
- (e) If Purchaser elects to cancel the Solar Installation Agreement, in accordance with the mandatory requirements of Section 5(b), Purchaser agrees they must make available to Envisha, in substantially as good of condition as when received, any goods delivered under this contract or sale.

6. **Warranty**

Envisha warrants its work described in this Solar Installation Agreement exclusively to Purchaser in accordance with the following conditions:

- (a) Envisha warrants exclusively to Purchaser that the system installed pursuant to this Solar Installation Agreement shall be free from defects in workmanship for a period of ten (10) years from date of completion of installation.
- (b) Envisha warrants Purchaser’s roof against damage and water infiltration caused by a roofing penetration point made in during the installation of the Solar Equipment, for a period of five (5) years from date of the installation of the Solar Equipment. Envisha will repair damage to your roof and repair or compensate you for actual physical damage to your property resulting directly from any water infiltration, if after investigation by a Third-Party inspector chosen by Envisha, such infiltration is found to be caused by the roofing penetration points made by Envisha (or its agents).
- (c) Manufacturers’ warranties provide for additional coverage for the Solar Equipment.
- (d) Repair or replacement of Solar Equipment is the exclusive remedy of Purchaser and is subject to the following conditions:

- i. Purchaser mails Envisha Energy written notice of a warranty claim within thirty (30) days after the discovery thereof and does so in conformance with Section 7 below.
- ii. No attempted alteration or repair of the system or its installation has been made.
- iii. The system or installation thereof is not subjected to misuse, negligence, accident or use contrary to the written instructions of Envisha Energy or the manufacturer of the equipment.
- iv. Warranty is non-transferrable and only applies to Purchaser at the site of Purchaser's Property.

7. Procedure for Warranty Claims

Purchaser agrees to submit any warranty claim, pursuant to Section 6, by utilizing the required notice of claim procedure below. Purchaser agrees that any claim for breach of warranty made by it, which does not conform to the following requirements is not valid and does not require any action by Envisha. Further, Purchaser agrees that Envisha has no obligation to remedy any claim of warranty, and therefore cannot be in breach of this Solar Installation Agreement's warranty provisions unless and until, a claim for breach of warranty is made in conformance with the following requirements:

Any claim for breach of warranty must:

- (a) include pertinent information about the claim, including (1) the name of Purchaser, (2) the address of Purchaser's Property on which the Solar Equipment has been installed, (3) a detailed description of the area of concern, (4) should they exist, any photograph(s) or other media which may serve to substantiate the claim, (5) the date on which the Purchaser first became aware of their potential claim, and (6) the phone number, email address, and mailing address of Purchaser, so that Envisha may respond to the claim.
- (b) be served upon Envisha in at least one following manners:
 - i. Certified USPS Mail, signature upon receipt required;
 - ii. Emailing a copy of the claim to info@envishaenergy.com; or
 - iii. Delivering a copy of the written claim to Envisha Energy in person at 1050 S. Norman C. Francis Parkway, Suite #301, New Orleans, LA 70125.
- (c) Allow Envisha five (5) business days after service, in which to respond to the factual allegations.

8. Breach of Solar Installation Agreement

In the event of any breach of this Solar Installation Agreement, then: (a) the non-breaching Party shall be entitled to all remedies allowed in law or equity; and (b) the breaching party shall pay all attorneys' fees and expenses incurred by the non-breaching party in enforcing the provisions hereof.

9. Disputes Arising under this Solar Installation Agreement


- (a) Purchaser and Envisha hereby waive any and all right to a jury or judge trial and agree that any disputes arising from this Solar Installation Agreement, shall be handled through binding arbitration, in accordance with the Louisiana Uniform Arbitration Act;
 - (b) Purchaser agrees to at least one full session of mediation, the cost of which shall be borne by the party who claims the dispute or breach, prior to the institution of the arbitration proceeding;
 - (c) Purchaser agrees that any procedural rules for the arbitration proceeding, so long as they do not violate the Louisiana Uniform Arbitration Act, shall require mutual agreement of the Parties.
10. Each Party acknowledges and agrees that this Solar Installation Agreement: has been negotiated at arm's-length between persons knowledgeable in the matters dealt with herein; Accordingly: (a) no provision of this Solar Installation Agreement shall be construed against either; and (b) any rules of law that would require interpretation of any ambiguities against the party who drafted this Agreement should not apply and are expressly waived by both Parties.
11. Purchaser certifies that it is executing this Solar Installation Agreement after due deliberation and with full knowledge of all the circumstances, together with the full consent and concurrence of any attorneys employed by it in connection with this Solar Installation Agreement.
12. The provisions of this Solar Installation Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Louisiana, without regard to its conflicts of law principles, and nothing herein shall preclude any action to enforce this Solar Installation Agreement, subject to the provisions of Section 6.
13. If any provision of this Solar Installation Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Solar Installation Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable. In addition, the provisions of this Solar Installation Agreement, including but not limited to, the representations, warranties and/or covenants hereof, shall survive the execution of this Solar Installation Agreement.

14. This Solar Installation Agreement shall be binding and effective on each Party and its respective heirs, legatees, devisees, administrators, executors, successors, beneficiaries, transferees and assigns.
15. Each Party obligates itself to take such action as may be consistent with and necessary to the consummation of this Solar Installation Agreement and its purposes, and to execute additional documents that may be necessary to accomplish the purpose and effectuate the goals of this Solar Installation Agreement.
16. Each Party represents and warrants to the other that the individual executing this Solar Installation Agreement on behalf of the respective Party is duly empowered and authorized to do so without the necessity of obtaining any other signature of any other person (including any shareholder, member, manager, officer or director), and that upon such execution, this Agreement shall be binding upon and enforceable by each of the Parties in accordance with its terms.
17. This Solar Installation Agreement may be executed and delivered or transmitted via electronic mail and/or by facsimile in any number of identical counterparts, each of which, when so executed and delivered or transmitted, and assuming that it has not been modified, shall be the original, but such counterparts shall together constitute the same Agreement. Signatures delivered electronically or by facsimile shall be as binding as original signatures.

IN WITNESS WHEREOF, the Purchaser has executed this Solar Installation Agreement on the date set forth below, having read and fully understanding the provisions hereof and its Exhibits.

<u>Tica Terry</u> PURCHASER PRINT	 <u>Tica Terry (Aug 18, 2022 18:14 CDT)</u> PURCHASER SIGNATURE	<u>Aug 18, 2022</u> DATE
<u>2ND PURCHASER PRINT</u>	<u>2ND PURCHASER SIGNATURE</u>	<u>DATE</u>

IN WITNESS WHEREOF, Envisha Representative, on Behalf of Envisha Construction LLC, has executed this Solar Installation Agreement on the date set forth below, having read and fully understanding the provisions hereof and its Exhibits.

<u>Jamie Brant</u> ENVISHA PRINT	 <u>Jamie Brant (Aug 18, 2022 20:55 CDT)</u> ENVISHA SIGNATURE	<u>Aug 18, 2022</u> DATE
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Envisha Construction LLC
1050 S Norman C Francis Pkwy, Suite 301
New Orleans, LA 70125
LA License# 73788

EXHIBIT A TO SOLAR INSTALLATION AGREEMENT

CANCELLATION NOTICE

To cancel this transaction, mail or deliver a signed and dated written copy of this Cancellation Notice to: **Envisha Energy, LLC at 1050 S Norman C Francis Pkwy Suite #301 New Orleans, LA 70125** no later than midnight, three (3) calendar days from the effective contract date.

I, _____ HEREBY CANCEL THIS TRANSACTION.

PROJECT ADDRESS: _____

(Buyer's Signature)

(Date)