



Vickie Boothe
 (404) 375-9737
 boothevickiel@gmail.com

3102 Carondelet Street
 New Orleans, LA 70115
 United States

Jay Farr
 (864) 431-5845
 jay@southcoastsolar.com

South Coast Solar
 1219 Bluff Road
 Columbia, SC 29201

**BOOTHE, VICKIE; 3102
 CARONDELET STREET**

Effective Date: May 16, 2022
SCHEDULE A

The Installation and Service agreement governs the terms and use of the following products and services. This contract is to furnish labor and material in accordance with the below scope of work. Any other work to be performed, that is not in accordance with the below specified scope of work, shall be performed at additional charges.

QUANTITY	PRODUCT/SERVICE	TOTAL PRICE
14	SPR-X22-360-E-AC	\$10,130.40
1	SunPower Invisimount Racking	\$0.00
1	SunPower PVS6 EnergyLink Monitor	\$0.00
1	Installation of Equipment	\$14,266.60
1	25-Year Installation Warranty	\$0.00
1	Powerwall 2 AC	\$7,700.00
1	Powerwall Backup Gateway 2	\$1,595.00
1	10-Year Installation Warranty	\$0.00
Grand Total:		\$33,692.00



PAYMENT TERMS

Referred by: Google **System Size: 5.04kW DC/ 4.41kW AC**

Financing: Self Plan:	\$10,276.80	upon contract signing
	\$12,846.00	upon equipment installed
	\$2,569.20	upon energizing system
	\$8,000.00	upon battery installation

By signing this proposal, you acknowledge that you have received a complete copy of the Equipment Installation and Services Agreement including the Exhibits for your records and that you have read the entire Agreement before signing below. In addition, you agree to the payment terms as set forth above. Customer is eligible for \$750 SunPower master dealer rebate.

A handwritten signature in black ink that reads "Jay Farr". To the left of the first letter "J" is a red circle containing a white letter "C".

Authorized Signature for South Coast Solar

A handwritten signature in black ink that reads "Vickie Boothe". To the left of the first letter "V" is a red circle containing a white letter "C".

Authorized Signature for Vickie Boothe

5/16/2022

5/18/2022



SOLAR EQUIPMENT INSTALLATION AND SERVICES AGREEMENT

THIS SOLAR EQUIPMENT INSTALLATION AND SERVICES AGREEMENT (*hereinafter referred to as the “Agreement”*) made and entered into on May 16, 2022 (the “Effective Date”) by and between South Coast Solar, LLC (*together with its successors and assigns hereinafter referred to as “we”, “us” and “our”*) and the undersigned “Owner(s)” (*hereinafter referred to as “you” and “your”*).

NOW, WHEREAS, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and we hereby agree as follows:

1. **DECLARATION THAT YOU OWN THE PREMISES:** You hereby represent and warrant that you are the owner of the immovable (real) property identified by the municipal address set forth on Schedule A (*hereinafter referred to as the “Premises”*).
2. **WORK:** We shall directly, or indirectly through one or more affiliated or unaffiliated contractors or subcontractors (collectively, “Contractors”), design and install at the Premises, in service ready condition (the “Work”), the following equipment (collectively, together with all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof, the “Solar Equipment”): the photovoltaic (solar) electricity generating equipment and power inverter(s) identified on Schedule A (or comparable or better equipment), together with all materials and other equipment necessary for the placing into service and use of such equipment, including, without limitation, monitoring and metering devices, and other equipment and materials related thereto, but specifically excluding the electric meter and any other equipment to be provided and installed by or on behalf of any utility company serving the Premises. We shall supervise and direct the Work using the standard of care and degree of skill and attention common to persons performing similar work in the region where the Premises are located. We shall have control over means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. We shall keep the Premises free from accumulation of debris and trash related to the Work and upon completion of the Work will remove our tools, construction equipment, machinery and surplus material and shall properly dispose of waste materials. At the time it is installed, the Equipment will satisfy all applicable requirements to earn available tax credits, including state, federal, and utility. For the avoidance of doubt, the Equipment, once installed, is intended to be immovable property, an integral part of the home, and is not intended to be removed or removable from the Premises.
3. **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.** We and our consultant’s shall be deemed the authors and owners of our respective representations of the tangible and intangible creative work performed by us and our consultant’s under our respective professional service agreements including, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials (“Instruments of Service”), and will retain all common law, statutory and other reserved rights, including copyrights. We hereby grant you a nonexclusive license at no cost to use the Instruments of Service solely and exclusively for purposes of using, maintaining, altering and adding to the installation provided that you make payment of undisputed sums when due under the Agreement; provided further that any addition or alteration by you or at your direction or instruction, excluding those undertaken at our direction, shall void any and all warranties and guarantees under this Agreement.
4. **INFORMATION AND SERVICES REQUIRED OF OWNER.** Upon our request, you shall furnish all necessary surveys and a legal description of the Premises. Except for permits and fees that are our responsibility under this Agreement, you shall obtain and pay for other necessary approvals, easements, assessments and charges if applicable.
5. **CONTRACT TIME:** We shall substantially complete the Work within a reasonable amount of time (the “Contract Time”), subject to adjustment as provided in Section 11.
6. **CONTRACT SUM:** The contract sum is set forth on Schedule A, including unit prices, if applicable (the “Contract Sum”). The Contract Sum shall include all necessary material, labor and workmanship to design, install, construct, and place the Solar Equipment according to specifications, terms and conditions under this Agreement. The Contract Sum shall not include the cost of existing electrical service repair deficiencies that may or may not be code compliant that are not described in this Agreement, which shall be your sole responsibility.
7. **PAYMENT:** You shall pay us in accordance with the payment terms set forth on Schedule A. Full payment shall be due upon completion of installation of the Solar Equipment and a certified electrical inspection. All payments due and unpaid under this Agreement shall bear interest from the date payment is due at a rate of 1.5% per month or an annual percentage rate (APR) of 18% per year. If we initiate litigation to collect moneys due under this Agreement, you shall additionally pay all reasonable attorneys’ fees and costs of litigation.



8. **TAXES:** We shall pay all use taxes applicable to the installation of the Solar Equipment.
9. **PERMITS, FEES AND NOTICES.** We will obtain, at our cost, the building permit and other permits and governmental fees necessary for proper execution and completion of the Work. We shall arrange and bear costs of tests, inspections and approvals of portions of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
10. **INSURANCE:** We shall provide current worker's compensation and general liability insurance. You shall provide proof of property insurance as may be required by the utility provided to file the interconnection application. Upon request we will provide certificates of insurance showing our coverages prior to commencement of the Work.
11. **CHANGES IN THE WORK; DELAYS.** You, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If we cannot agree to a change in the Contract Sum, you shall pay us our actual cost plus reasonable overhead and profit. If concealed or unknown physical conditions are encountered at the Premises that differ materially from those indicated in this Agreement or from those conditions ordinarily found to exist, the contract Sum and Contract Time shall be subject to equitable adjustment. If we are delayed at any time in progress of the Work as a result of one or more of the following (a) an act or neglect of you or of a third party employed by you, (b) changes ordered in the Work, (c) labor disputes, revolution, civil unrest, war, or any act of terrorism, (d) inclement weather, fire, flood, or other acts of God (as determined by us in our sole discretion), (e) unusual delay in deliveries, (f) unavoidable casualties, (g) work conditions we reasonably deem unsafe, (h) delays in the issuance of any permits, licenses, or the completion of any governmental or third party inspections, (i) delay authorized by you pending resolution of disputes pursuant to this Agreement, or (j) any other causes beyond our reasonable control then the time of completion shall be extended by either: (1) the number of days equal to the duration of such delay upon notice of such event, or (2) such amount of time agreed upon by you and us and memorialized in a written change order.
12. **WARRANTIES AND GUARANTEES:** We warrant that: (1) the Work will be free from defects not inherent in the quality required or permitted; (2) the Work will conform to the requirements of this Agreement; and (3) the Work will conform to UL, NEC and IEEE standards for solar energy systems provided that existing electrical service components, including but not limited to, breaker boxes/panels, disconnects, meters, fuse boxes, wiring, conduit and all necessary components to energize an existing structure are not our responsibility or subject to our warranty. Our warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by us, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Upon our receipt of full payment, we will assign to you all manufacturer's warranties and guarantees with respect to the Solar Equipment which shall include, at a minimum, the manufacturer's warranty substantially in the form attached hereto as Exhibit A. We make no warranty regarding the performance of the Solar Equipment other than those specifically contained in the guarantee as set forth on Exhibit B and C. Any estimates by us regarding cost savings are based upon information provided by you and/or the applicable utility company. We provide no representations, warranties or guarantees related to (i) savings or other benefits to be derived from the Solar Equipment, or (2) storage capacity and discharge rates of battery systems when installed as part of the contract or (3) your ability to claim or receive the benefit of any tax credit. You acknowledge that South Coast Solar does not control the filing of your, or any other claimant's tax return, and hereby waive all claims you may have against South Coast Solar with respect to the disallowance or delay in the honoring of any tax credits for which you may be eligible.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, we shall indemnify you and hold you harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by our negligent reckless or intentional acts or commissions, or of our Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
14. **NOTICE OF YOUR RIGHT TO CANCEL IN DOOR-TO-DOOR SALE:** Pursuant to Federal Trade Commission Rule 16 C.F.R. 429.1, if we or our representative solicited this sale and you enter into this Agreement at your residence or at a place other than our place of business and you do not want the goods or services, you shall have the right to cancel this Agreement any time before midnight of the third business day after you sign this Agreement in accordance with all applicable laws. You must mail or deliver a notice stating that you do not want the goods or services to the address provided in Schedule A. If you cancel, we must return all of your cash down payment, if any.
15. **GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted by, through and under the laws of the State of Louisiana.
16. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable as to a particular circumstance, person, or entity, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected by such invalidity or unenforceability, and this Agreement shall be enforced to the maximum extent permitted by law.
17. **BINDING EFFECT:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.



- 18. DISPUTE RESOLUTION.** Except as otherwise specifically provided in the Contract Documents, all claims, disputes, and other matters in controversy between Contractor and Owner arising out of or relating to this agreement shall be decided by binding arbitration. The arbitration shall be in accordance with the Construction Industry Rules of the American Arbitration Association then currently in effect. The locale for any arbitration or litigation involving Contractor and Owner shall be in Columbia, SC, unless Contractor and Owner agree to designate another locale to facilitate joinder of parties, to consolidate claims, or for any other reason. The decision of the arbitrator(s) shall be final and binding upon the parties and a judgment upon any award may be entered in any court of competent jurisdiction. The losing party shall be responsible for all attorney fees and court cost of the prevailing party.
- 19. SCHEDULES AND EXHIBITS:** The schedules, appendixes, and exhibits referenced or attached to this Agreement are hereby incorporated by reference, and made a part of, this Agreement.
- 20. CONSTRUCTION:** If more than one Owner is signing this Agreement, each of you is fully and individually responsible for making all payments required by this Agreement and for otherwise complying with the terms and conditions of this Agreement. We may enforce the terms of this Agreement (including payment of all amounts owed under this Agreement) against any one, some or all of you, at our option.
- 21. NON-WAIVER:** No indulgence, waiver, election or non-election by us under this Agreement shall permanently waive any of our rights, and you and we shall be restored to your and our former positions and rights hereunder after any such indulgence, waiver, election or non-election by us.
- 22. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof except as set forth in Exhibit D (if applicable).
- 23. NOTICE & PAYMENTS:** Any notice required by this Agreement other than the notice required in the cancellation of a door-to-door sale pursuant to Section 14 (a “Notice”) and all purchase payments made pursuant to Section 7 of this Agreement or under state law shall be deemed sufficiently given or served five (5) days after being sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:
- | | |
|---|--|
| If to South Coast Solar, LLC to:

South Coast Solar, LLC
2605 Ridgelake Drive
Metairie, LA 70002
Telephone: (504) 529-7869 | If to Owner(s) to:

The address set forth on Schedule A. |
|---|--|
- You and we shall each have the right from time to time to change the place Notice is to be given by giving a Notice of the changed place to the other party. If more than one Owner is signing this Agreement, you each agree that any Notice we send to the Owner(s)’ address described above that is addressed to one of you shall be considered a Notice that has been sent to each and all of you, to the fullest extent allowed by applicable law. Unless applicable law specifically requires otherwise, we will send Notices to the most recent Owner address we have on file for this Agreement and we will not send Notices to more than one Owner’s address.
- 24. EXECUTION IN COUNTERPARTS:** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]



NOTICE OF YOUR RIGHT TO CANCEL IN DOOR-TO-DOOR SALE

Pursuant to Federal Trade Commission Rule 16 C.F.R. 429.1, if we or our representative solicited this sale and you enter into this Agreement at your residence or at a place other than our place of business and you do not want the goods or services, you shall have the right to cancel this Agreement any time before midnight of the third business day after you sign this Agreement in accordance with all applicable laws. You must mail or deliver a notice stating that you do not want the goods or services to the address provided in Section 22. If you cancel, we must return all of your cash down payment, if any. Please see the Notice of Cancellation Form attached as Exhibit D for additional information regarding this right of cancellation.

By signing below, you acknowledge the following: (1) you have received a complete copy of this Agreement, including Exhibits A, B, C, and D to this Agreement, (2) you have read and understood the provisions of this Agreement, and had the opportunity to consult with your legal and financial advisors with respect to this Agreement, and have either done so, or waived such right and opportunity.

THUS DONE AND SIGNED, as of the Effective Date, by:

South Coast Solar, LLC:

By: A handwritten signature in black ink that reads "Jay Farr". To the left of the signature is a red circular stamp containing a white letter "C".

5/16/2022

Name: Jay Farr

Title: Solar Energy Consultant

Owner(s):

A handwritten signature in black ink that reads "Vickie Boothe". To the left of the signature is a red circular stamp containing a white letter "C". Below the signature, the name "Vickie Boothe" is printed in a small, black, sans-serif font.

5/18/2022



INSTALLATION NOTES

Whole house backup with Gateway loadshed for AC, powerwall to be placed on SE wall next to door. Gateway located around corner from meter. Breaker panel is the one closest to the gateway location. Other breaker panel is for house next door.



EXHIBIT D

NOTICE OF CANCELLATION

DATE OF TRANSACTION: _____

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 cancelled.

If you cancel, you must make available to South Coast Solar, LLC (“South Coast”) 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 South Coast regarding the return shipment of the goods at South Coast’s expense and risk.

If you do make the goods available to South Coast and South Coast 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 South Coast, or if you agree to return the goods to South Coast 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 Notice of Cancellation or any other written notice stating that you do not want the goods or services to South Coast Solar, LLC, at 2605 Ridgelake Drive, Metairie, LA 70002 NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature: _____
Buyer’s Name: _____
Date: _____

EXHIBIT A

MANUFACTURER'S WARRANTY INSERTED HERE

SUNPOWER®

SunPower Limited Product and Power Warranty for X-Series, E-Series, & A-Series AC Modules *This Warranty is effective for SunPower® photovoltaic modules for residential installation with "SPR-X" or "SPR-E" or "SPR-A" and "AC" in the product model number and sold after June 15, 2021.*

IMPORTANT: BY USING YOUR SUNPOWER SPR-X, SPR-E or SPR-A AC PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED PRODUCT AND POWER WARRANTY AS SET OUT BELOW.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Product and Power Warranty, SunPower Corporation ("SunPower") warrants to the original purchaser of the AC Modules (as defined herein) ("Owner") that for 25 years beginning on the Warranty Start Date¹ (the "Warranty Period"), its photovoltaic modules specified above, including factory-integrated electronics, ("AC Module[s]"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. The DC power of the AC Modules will be at least 98% of the Minimum Peak Power² rating for the first year, and will decline by no more than 0.25% per year for the following 24 years; thus the DC 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 (the "Guaranteed Peak Power" rating) and the AC power output of the system will be at least 90% of the Peak System Power³ for the full 25-year warranty period. SunPower shall have the right to perform firmware upgrades it, in its sole discretion, deems necessary on all systems and related components. **THIS IS NOT A PERFORMANCE GUARANTEE OR GUARANTEE OF ESTIMATED OR ACTUAL ENERGY COST SAVINGS.**

2. Claims Process and Coverage

If any AC Module fails to conform to this Limited Product and Power Warranty and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will at its sole discretion, repair, replace or refund the defective AC Modules as set forth herein.

In the event you have a claim covered by this Limited Product and Power Warranty, immediately (a) notify your SunPower Dealer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower will require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of the claim. If the Owner cannot provide these materials within thirty (30) days of SunPower's request, the claim may be denied. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any AC Modules will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund a prorated value of the module based on the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected AC Module, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the AC Module from the place where the affected AC Module originally left SunPower's care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced AC Module to the place where the affected AC Module originally left SunPower's care, custody, and control; (iii) for an AC Module that was originally installed by SunPower, any affiliate of SunPower, or any approved SunPower Dealer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced AC Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any AC Module, SunPower will replace such AC Module with an electrically and mechanically compatible PV Module (including a refurbished or remanufactured AC Module) with a substantially equal or greater power rating. For any refund, original purchase price shall be prorated.

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

² "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 (1000 W/m² irradiance, AM 1.5, 25°C. SOMS current, LACCS FF and voltage from NREL calibration), as described in IEC 61215, measured per IEC 60904, and accounting for 3% measurement tolerance. SunPower AC Modules shall, in any event, require a sweep rate of no less than 200 ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.

³ "Peak System Power" is defined as the summation of the AC power, as shown on the label, of all the AC Modules in the system less any impacts due to shading, design limitations, and soiling.



3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period and at no point longer than 30 days from the date that the claim is identified or reasonably should have been identified by the then warranty holder. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced AC Module shall not extend beyond the Warranty Period.
- c) When an AC Module is used on a mobile platform or device of any type, such as a vehicle, the Warranty Period shall be limited to 12 years from the warranty start date.
- d) In cases of AC Module replacement, any replaced AC Module shall pass into the ownership of SunPower.
- e) Owner is responsible to ensure an installation site is properly maintained to not create an unsafe condition for SunPower personnel effectuating inspections or repairs. Failure to maintain or remedy site conditions preventing warranty work within 30 days of notification by SunPower may result in a denial of claim.
- f) Warranty is valid only for systems sold and installed in the United States of America (excludes US territories unless warranty extension has been given by SunPower in writing).

4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) AC Modules subjected to:
 - (i) misuse, accident, or abuse, including improper storage after receipt, neglect, including the failure to properly maintain the product or system or to allow SunPower required firmware upgrades;
 - (ii) alteration, including the unauthorized removal or modification of module or system electronics, or improper installation (which includes, without limitation, installation that does not comply with all SunPower installation instructions, product recommendations, or suggested or required total system size requirements, product labels, or operations and maintenance instructions of any type - as may be amended and updated from time to time at SunPower's sole discretion- and all national, state, and local laws, codes, ordinances, and regulations, or operation of a system or component without the latest SunPower recommended firmware;
 - (iii) repair or modification by someone other than an approved service technician of SunPower;
 - (iv) conditions exceeding the voltage, wind, snow load specifications, or any other design or operational specification or instructions;
 - (v) damage caused by natural forces (tornado, flood, lightning, hurricanes, or earthquakes), fire, power failure surges, or other circumstances beyond SunPower's control;
 - (vi) damage from persons, pests animals, biological activity, environmental pollution, or industrial chemical exposure;
 - (vii) glass breakage from impact or other events outside SunPower's control;
 - (viii) the combination of module with third party products deemed by SunPower to be incompatible for use with its products or systems.
- b) Cosmetic effects, such as discoloration, stemming from normal wear and tear of AC Module materials or other cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Product and Power Warranty. Normal wear and tear of AC Module materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the AC Module.
- c) AC Modules which have not been installed or commissioned with a SunPower monitoring device.
- d) AC Modules, which in SunPower's sole judgment, may have been in direct contact with saltwater.
- e) AC Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- f) AC Modules which have been moved from their original installation location without the express written approval of SunPower.
- g) AC Modules where factory-integrated electronics exhibit defects that do not materially impact power output.
- h) AC Modules which have been sold "as is" or without a warranty.
- i) Defects or issues arising from or relating to existing electrical components at the installation site, including, breakers, electrical panels, or wiring, including where these components do not comply with current codes, including building or electrical codes.

Special terms regarding wood shingled roofs: In the event that the solar panels have been installed on wood shingled or shake roofs, be it cedar, spruce, pine or any other type of wood material, the sole and exclusive remedy under this Limited Warranty shall be the provision of replacement parts by SunPower. Under no circumstance shall SunPower be liable to refund any amounts or pay for or provide labor to uninstall and/or reinstall panels.

SunPower shall not be held responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Product and Power Warranty, due to acts of God, product shortages, war, riots, strikes, fire, flood, pandemic, endemic, epidemic or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

- a) This Limited Product and Power Warranty is fully assignable and transferable to the owner of the photovoltaic power generation facility or project as of the time the AC Modules are initially installed (the "Original End User"); provided, however, the warranty holder or subsequent



owner must provide written notice to SunPower at the email address listed below within ninety (90) calendar days of the assignment or transfer of the AC Modules. Failure to do so may render this warranty null and void.

- b) Further assignment or transfers from the Original End User to any other party are subject to the terms and conditions as set out in the Subsequent Assignee Warranty available upon request at time of subsequent assignment.

6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE AC MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE AC MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

THIS IS A LIMITED WARRANTY AND IS NOT A SERVICE CONTRACT OR A CONTRACT OF INSURANCE AND IS NOT A "FULL" WARRANTY AS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT.

7. Exclusive Remedy

The sole and exclusive remedy for any claimed breach of this warranty shall be, at SunPower's sole discretion, either: (1) the repair or replacement of the covered equipment using new or refurbished equipment; or (2) a refund of the purchase price of the impaired covered equipment.

8. Limitation of Actions

Any action, regardless of form or basis, including for any claim arising from or related to this warranty, must be commenced within one year of the earlier of: (a) the date the system owner knew or should have known, after reasonable investigation, of a defect, issue or power loss in excess of the warranty minimum output stated herein; or (b) the date the claim was first presented to SunPower or a SunPower authorized dealer. Failure to timely assert a claim shall be deemed it irrevocably waived.

9. No Oral Modification or Waiver

No modification of this warranty, or waiver of its terms, shall be effective unless approved in a writing signed by the parties.

10. Governing Law

The laws of the State of Texas shall govern this warranty, and claims of breach of this warranty, and the parties' rights and duties under it.

11. Damages Disclaimer

SunPower shall not under any circumstances be liable for any incidental or consequential damages of any kind including, but not limited to, loss of profits and time and expenses incurred by Owner to have repairs performed.

12. Binding Arbitration

Any controversy or claim arising out of or relating to this Limited Product and Power Warranty, or any claimed breach thereof, shall be settled by individual, non-aggregated arbitration administered by JAMS (www.jamsadr.com) and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- 13. For Claims Contact:** SunPower Corporation
Attn: Warranty Claims Processing
51 Rio Robles
San Jose, CA 95134

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Via email: customersupport@sunpower.com
Telephonically: 1.800.SUNPOWER



SunPower InvisiMount™ Limited Warranty

This Limited Warranty is effective for the SunPower InvisiMount™ Residential Mounting System. The Product includes the module frame, each rail and splice, mid clamps, end clamps, and the skirt and skirt clips, but does not include the roof attachment hardware which is manufactured by third parties.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation (“SunPower”) warrants that for 25 years beginning on the Warranty Start Date¹ (“Warranty Period”), its InvisiMount Mounting System, component parts, and accessories (such as the Front Skirt) (“Product”), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions; and 5 years beginning on the Warranty Start Date (“Finish Warranty Period”), the anodized finish of its Product shall be free from visible peeling, cracking, or chalking, under normal application, installation, use, service conditions, and atmospheric conditions.

2. Claims Process and Coverage

If any Product fails to conform to this Limited Warranty and provided that failure is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will repair, replace or refund the defective Product as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, model numbers, and evidence regarding the basis of claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any Products will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected Product, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the Product from the place where the affected Product originally left SunPower’s care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or Product to the place where the affected Product originally left SunPower’s care, custody, and control; (iii) for a Product that was originally installed by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced Product; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any Product, SunPower will replace such Product with a mechanically compatible Product (including a refurbished or remanufactured Product) For any refund, purchase price shall be prorated.

3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced Product shall not extend beyond the Warranty Period or Finish Warranty Period, as applicable.
- c) In cases of Product replacement, any replaced Product shall pass into the ownership of SunPower.

4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) Product subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance

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

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instructions of any type (as may be amended and updated from time to time at SunPower's sole discretion), and all national, state, and local laws, codes, ordinances, and regulations); (iii) repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the wind or snow load specifications, and any other operational specification; (v) lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; (vii) breakage from impact or other events outside SunPower's control.

- b) Cosmetic effects, including discoloration, stemming from normal wear and tear of Product materials and other changes to the Product that do not result in a structurally relevant deviation from published performance data.
- c) Product installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.
- d) Product which have been moved from their original installation location without the express written approval of SunPower.
- e) The Finish Warranty is void if the practices listed in AAMA 609 & 610-02 "Cleaning and Maintenance for Architecturally Finished Aluminum (www.aamanet.org) are not followed.
- f) Electrical components or wiring used in connection with the Product or any other materials not provided by SunPower.
- g) Product which is used on a mobile platform of any type.

SunPower shall not be held responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SunPower at the address listed below within 90 days of the assignment or transfer of the Limited Warranty.

6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.



SunPower PVS Monitoring System (PVS5 and PVS6) Limited Warranty

SunPower Corporation with offices at 77 Rio Robles, San Jose, CA 95134 ("SunPower") warrants that, for the period(s) set forth below, your SunPower PVS (PV Supervisor) Monitoring System ("PVS5" and "PVS6") will be free from manufacturing defects in materials and workmanship, and agrees that it shall, at its option, (a) either repair the defect or replace the defective equipment or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period(s) set forth below or (b) refund the price paid of the defective equipment paid for by the customer.

This warranty does not apply to any of the following: any appearance items of the PVS5 or PVS6, the additional excluded item(s) set forth below in this warranty; or any PVS5 or PVS6 which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction. This warranty does not apply to expendable items including, but not limited to, fuses, light bulbs, and batteries. This warranty also does not apply to the software used in connection with the PVS5 or PVS6.

Warranty Period: The warranty period for manufacturing defects of the PVS5, PVS6, or equivalent datalogger is ten years from the original date of purchase ("Date of Purchase") from SunPower or an authorized SunPower Dealer. The warranty period for manufacturing defects of all other equipment incorporated into the PVS5 or PVS6 is one year from the Date of Purchase.

Exclusions: This warranty shall be void in the event of any of the following:

- improper or unauthorized installation, alteration or repair made to the equipment or associated wiring and parts;
- damage, malfunction, or degradation of electrical output caused by failure to properly operate or maintain the equipment, power failure surges, lightning, flood, fire, accidental breakage or damage, malfunction, or degradation of electrical output resulting from homeowner or third-party abuse, accident, alteration, improper use, negligence, or vandalism;
- product part identification labels are missing or unrecognizable;
- the equipment was damaged by environmental or atmospheric disturbance or external forces such as power line disturbances, host computer malfunction, incorrect cabling or plugging the board in under power;
- the components in the construction base on which the equipment is mounted are defective; and
- *Force Majeure* events, including without limit, any act or event which is unforeseeable, or being foreseeable, unavoidable and outside the control of SunPower, including, without limit, acts of God.

Ordinary wear and tear or cosmetic imperfections are not considered defects. This warranty does not cover any transportation costs for return of PVS5 or PVS6 equipment, or for reshipment of any repaired or replaced PVS5 or PVS6 equipment, or costs associated with installation, removal or reinstallation of a PVS5 or PVS6.

Disclaimers and Limitation of Liability: Unless expressly provided in writing, SunPower expressly disclaims any and all warranties of any kind, express, implied, or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose. LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. SUNPOWER'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID TO SUNPOWER FOR THE EQUIPMENT. Some states and jurisdictions do not allow limitation on how long an implied warranty lasts or do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.

Special Laws and Transferability: This warranty gives you specific rights; you may have other rights, which vary, from state to state. Subject to the terms of this warranty, this warranty is transferable when product remains installed in original location.

Service and Claims: If you feel you have a justified claim under this warranty, notify your authorized SunPower Dealer, or contact SunPower at www.sunpower.com.

TESLA POWERWALL LIMITED WARRANTY (USA)

Effective Date: April 13, 2021

Applies to:

13.5 kWh Powerwall 2 AC	Part Number 1108567-xx-x Part Number 1092170-xx-x Part Number 2012170-xx-x Part Number 3012170-xx-x
Gateway	Part Number 1099752-xx-x
Backup Gateway	Part Number 1118431-xx-x Part Number 1232100-xx-x
Gateway Meter	Part Number 1112484-xx-x
Backup Switch	Part Number 1624171-xx-x

Ten Year Limited Warranty

Tesla, Inc. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

Application	Energy Retention¹	Operating Limitation
Solar self-consumption ² or time-based control ³ , and backup ⁴	70% at 10 years following initial installation date	Unlimited cycles
Any application not listed above, or any combination of applications that includes one not listed above	70% at 10 years following initial installation date	37.8 MWh of aggregate throughput ⁵

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

Remedies

If your Powerwall fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Powerwall (using new or refurbished parts), replace your Powerwall with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your Powerwall is repaired or replaced under this Limited

¹ Expressed as a % of 13.5 kWh rated capacity.

² Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

³ Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

⁴ Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

⁵ Measured at the battery AC output.

Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your Powerwall being repaired or replaced.

What Products are Covered?

This Limited Warranty applies to any Tesla Powerwall that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Powerwall from a Tesla certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Powerwall into use for the first time. A subsequent owner of the Powerwall who provides proof of ownership is also entitled to make Limited Warranty claims.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together “Tesla”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides

any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) storage, installation, commissioning, modification or repair of your Powerwall or other system components, or opening of the external casing of your Powerwall, that is performed by anyone other than Tesla or a Tesla certified installer; (iv) failure to operate or maintain your Powerwall in accordance with the Owner’s Manual, including removal of the conduit hub or operation of the manual override switch unless directed to do so by Tesla Support, or by your local electric distribution utility, or in a service event to recover power when the utility grid is supplying power; (v) any attempt to modify your Powerwall, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vi) removal and reinstallation of your Powerwall at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Powerwall; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Powerwall’s performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Powerwall or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your Powerwall

In order to provide this Limited Warranty for the full ten year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may

not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten year Limited Warranty. We would prefer to avoid this, so will try to contact you if your Powerwall's Internet connection is interrupted for an extended period. If you did not purchase your Powerwall directly from Tesla or our affiliate, **please register your Powerwall with Tesla**⁶ so we are able to contact you, if necessary. Even if we can't honor your full ten year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your Powerwall was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

California Proposition 65 Warning

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Powerwall other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Powerwall models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Powerwall owners.

Limitation of Liability

TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.

SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

Limitation on Use

YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE

⁶ The Tesla certified installer who sold you your Powerwall should give you an opportunity to register your Powerwall during the commissioning process. In order to register, you will need to accept the Tesla Customer Privacy Policy (www.tesla.com/legal). If you do not register at the time of installation, you can do so later by contacting us at the email address or telephone numbers listed at the end of this Limited Warranty.

PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.

Governing Law

This Limited Warranty shall be governed by the laws of the state where your Powerwall is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims Process

In order to make a claim under this Limited Warranty, please contact the Tesla certified installer who sold you your Powerwall. If you are unable to contact the Tesla certified installer who sold you your Powerwall, or if you purchased your Powerwall directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Powerwall and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Powerwall's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

Tesla Contact Details

- **Tesla website for submitting a Service Request Form:**
www.tesla.com/support/powerwall
- **Tesla email:** powerwallsupport@tesla.com
- **Tesla address:** 3500 Deer Creek Road, Palo Alto, California 94304,
Attn: Powerwall Warranty Claims
- **Tesla telephone numbers:**
 - Australia: +61 1 800 294431
 - Austria: +43 800 80 2480
 - Belgium: +32 800 26614
 - Canada: +1 (877) 798-3752
 - France: +33 18 288 5096
 - Germany: +49 800 724 4529
 - Ireland: +44 800 098 8064
 - Italy: +39 800 59 6849
 - Luxembourg: +35 280 08 0921
 - Netherlands: +31 800 3837301
 - New Zealand: +64 800 99 5020
 - Portugal: +35 180 018 0397
 - South Africa: +27 87 550 3480
 - Spain: +34 911 982 624
 - Switzerland: +41 800 002634
 - US: +1 (877) 798-3752
 - UK: +44 800 098 8064
 - Japan: +81 3-6890-7700



10 Year Power Production Guarantee Exhibit B

1. South Coast Solar, LLC. hereby guarantees the annual energy production of the photovoltaic system located at: 3102 Carondelet St., New Orleans, LA 70115 based on the results of the PV Watts performance model developed and operated by the U.S. Department of Energy's National Renewable Energy Laboratory (NREL)
2. South Coast Solar, LLC. Guarantees your solar electric systems annual kilowatt-hour (kWh) energy yield to meet or exceed 6470 kWh each year (the annual kWh yield) for a period of 10 years. An adjustment shall be applied to the guaranteed annual kWh yield in the amount of 1% per year to allow for performance loss due to power degradation of the installed solar modules. If a systems annual energy production over a 365 day period equals less than 95% of the guaranteed amount, SCS will pay twice (2x) the difference based on the average cost per kWh for the given production cycle multiplied by the kWh shortfall. If a systems annual energy production over a 365-day period is equal or greater than the predicted annual kWh yield the surplus kWh are carried over to the following year's calculation.

Guaranteed annual kWh production shall be based on a 365-day year to accurately reflect a complete production cycle. For the purpose of calculating any payments owed on this guarantee South Coast Solar will use the homeowner's electricity billing statements from their utility company to verify average costs per kWh over the same production cycle. Monitoring software provided by South Coast Solar will be used to determine an accurate annual kWh yield for the system(s) located at the above address (Homeowner is responsible for maintaining connection to the internet if monitoring software is internet based).

3. Future shading issues not identified that materially reduce the production of the Solar Equipment will void this power production guarantee including but not limited to: new construction or renovations, future tree growth, or other obstacles that may shade portions of the solar energy array. It is the homeowner's responsibility to maintain at a minimum the shading conditions present when the system was installed.
4. Existing Shading Description: Minimal tree and neighbor's home

Percentage loss 4.5%

Site Survey Technician Aurora Date 05/01/2022

1. The Power Production Guarantee ("PPG"), is for complete fully operational solar energy system installed by South Coast Solar, LLC. Any alterations or modifications not directed or performed by South Coast Solar, LLC., any form of damage, temporary shading or existing shading (that did not previously exist when "PPG" was placed in force) or any other new conditions not previously identified or listed in the "PPG" including future climate change, will void this agreement in whole or in part at South Coast Solar's sole discretion,.

South Coast Solar Agent: Jay Farr Start Date: Upon energizing system

Exhibit C

South Coast Solar Limited Warranty

Installation of the solar energy system: Subject to the exceptions outlined below, South Coast Solar (“SCS”) warrants the workmanship of the installation of the Solar Equipment to be free from defects resulting from normal application, use, and service conditions for a period of Twenty Five (25) years from the Final Completion date (“Warranty Period”). This limited warranty only covers the workmanship to install the equipment. SCS will assist in processing warranty claims for client in the event of a claim for associated equipment covered by a manufacturer’s warranty. If the equipment malfunctions or becomes inoperable during Warranty Period, SCS will perform an evaluation to determine the cause and if in its sole discretion it concludes that such failure is due to its workmanship, SCS will create a mutually agreeable plan to repair at its sole cost and expense. In all other instances, SCS shall be entitled to payment at SCS’s published rate for the evaluation, and any repairs it undertakes at its published rate.

Installation of the battery storage system: Subject to the exceptions outlined below, South Coast Solar (“SCS”) warrants the workmanship of the Project to be free from defects resulting from normal application, use, and service conditions for a period of ten (10) years from the Final Completion date (“Warranty Period”). This limited warranty only covers the workmanship to install the Project, although SCS will assist in processing warranty claims for client in the event of a claim for associated equipment covered by a manufacturer’s warranty. If the Project malfunctions or becomes inoperable during Warranty Period, SCS will perform an evaluation to determine the cause and if in its sole discretion it concludes that such failure is due to its workmanship, SCS will create a mutually agreeable plan to repair at its sole cost and expense. In all other instances, SCS shall be entitled to payment at SCS’s published rate for the evaluation, and any repairs it undertakes at a cost that is mutually agreeable to the parties.

Transferability of this Warranty: Subject to the exceptions outlined below, this warranty shall be transferrable at any time from the Owner to subsequent purchaser for the remainder of the warranty term, provided the solar system is not altered or damaged by a third party or moved from its originally installed location.

Assignment of Warranty: Assignment of all warranties shall be made in accordance with the relevant Contract Terms.

What is not covered under this Warranty

Failures not related to SCS’s installation services: If SCS is notified of a potential warranty claim to repair or replace components of the Work where SCS determines its workmanship is not at fault, the cost associated with non-warranted services will be paid at SCS’s published rate by the Owner and not covered by this warranty.

Systems that have been altered, relocated, or serviced by unauthorized parties: Moving, altering, relocating the Project from its original installed state by parties not authorized by SCS, and/or repairs by unauthorized third parties shall void this warranty, and SCS expressly disclaims any liability for any costs, defects, or damages related therewith.

Additional Warranty Exclusions: If SCS determines, in its sole discretion, that the Project and/or Work has been subject to misuse, neglect, accident, or damage through abuse, alteration, failure to follow SCS’s or manufacturers’ operation and maintenance instructions, or unauthorized repairs, this will render this warranty null and void. Furthermore, this warranty does not cover damage due to acts of God, power failures, surges, lightning, fire, flood, hailstorms, insect, pest, or rodent damage, and other events beyond SCS’s reasonable control. Warranty coverage does not include any transportation costs for the return of components or reshipment of any repaired or replaced components beyond what is provided by the manufacturers’ warranty.

Warranty Claim Procedure: Claims under this warranty will be considered if submitted by registered or certified mail to South Coast Solar Warranty Claims Department, 2605 Ridgelake Dr. Metairie, LA 70002, within a reasonable time, but in no event more than 30 days after the discovery of any defect covered by this warranty. Specific details of all such claims must be in writing. Further, to be considered under this limited warranty, SCS and/or its agents must be permitted a commercially reasonable opportunity to examine and analyze the workmanship claimed to be defective prior to making the determination authorized herein.