

Solar Energy System Purchase "Contract"													
"Homeowner(s)" Information		"Contractor" Information											
Name(s) David Felix	Company Name Trinity Heating & Air, Inc. DBA Trinity Solar		Salesperson Name David Dillon										
Street Address (do not use a Post Office Box address) 29 Avery Ln		Business Address 2211 Allenwood Road											
City/Town So Yarmouth	State MA	Zip Code 02664	City/Town Wall										
Daytime Phone (954) 415-1900	Evening Phone		State NJ										
Mailing Address (If different from above)		Business Phone 732-780-3779	Federal Employer ID 223292324										
		Home Improvement Contractor Reg. Number 170355	Expiration Date 10/11/2019										
<p>The Contractor Agrees to do the following work for the Homeowner: Provide labor and materials to install, test, complete, procure with the Homeowner's electricity utility interconnection and permission to operate ("PTO") for and place in service a Roof-mount 8.505 kilowatt (dc std) solar photovoltaic system (the "System") in a good and workmanlike manner and consistent with manufacturer and design specifications applicable law and any permit licenses and governmental approvals required of the Contractor to install the System.</p>		<p>The System will be comprised of the following primary materials or substantial equivalents:</p> <table border="1"> <thead> <tr> <th>Material Specifications</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Modules: Hanwha - 315W Q,PEAK BLK G4.1</td> <td>27</td> </tr> <tr> <td>Inverters: SolarEdge (240V)-SE7600H-HD WAVE with RGM</td> <td>1</td> </tr> <tr> <td>Racking: SnapNRack</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>		Material Specifications	Quantity	Modules: Hanwha - 315W Q,PEAK BLK G4.1	27	Inverters: SolarEdge (240V)-SE7600H-HD WAVE with RGM	1	Racking: SnapNRack			
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Salesperson Notes:		<p>Required Permits - The following permits are required and will be secured by the Contractor as the Homeowner's agent and at Trinity's expense. (Homeowners who secure their own permits will be excluded from the Guaranty fund provision of MGL Chapter 142A):</p> <p>Proposed Start and Completion Schedule - The following schedule is based upon the average time from contract execution to installation and the approximate average install of a comparable solar energy system. Schedule is subject to change and Contractor will update Homeowner upon changes to the expected schedule. The Contractor is not responsible for delays caused by circumstances beyond the Contractor's Control:</p> <p>Start Date:</p> <p>Substantial Completion Date:</p>											

Total Contract Price and Payment Schedule

The Contractor agrees to perform the work, furnish the material and labor specified above for the total sum of: \$ 32,744.25 (*).

If Homeowner obtains financing from a third-party financing entity approved by the Contractor in accordance with a separate agreement, the Contractor will accept some or all of the below amounts as negotiated with the financing entity, otherwise payments will be made according to the following schedule:

\$ 0.00

upon signing the Contract.

\$ 0.00

upon commencement of the physical installation.

\$ 0.00

upon completion of the physical installation.

\$ Permit Fees completion of Contract.

NOTES: (*) Including all finance charges charged by the Contractor

WARRANTY INFORMATION ON REVERSE SIDE**ADDITIONAL TERMS ON FOLLOWING PAGES**

Subcontractors: The contractor agrees to be solely responsible for completion of the work described regardless of the actions of any third party/subcontractor utilized by the contractor. The contractor further agrees to be solely responsible for all payments to all subcontractors for materials and labor under this agreement.

Contract Acceptance: Upon signing, this document becomes a binding contract under law. The contract shall not imply that any lien or other security interest has been placed on the residence. Review the following cautions and notices carefully before signing this contract.

- Don't be pressured into signing the contract. Take time to read and fully understand it. Ask questions if something is unclear.
- Make sure the contractor has a valid Home Improvement Contractor Registration. The law requires most home improvement contractors and subcontractors to be registered with the Director of Home Improvement Contractor Registration. You may inquire about contractor registration by writing to the Director at 10 Park Plaza, Room 5170, Boston, MA 02116 or by calling 617-973-8787 or 888-283-3757.
- A copy of Contractor's certificate of insurance is included with this packet. If you do not see the certificate or it is expired please request a current one from your salesperson.
- Contractor places no lien or security interest on the Homeowner's residence as a consequence of this Contract.

You may cancel this contract if it has been signed at a place other than the contractor's normal place of business, provided you notify the contractor in writing at his/her main office or branch office by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this contract. See

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES!!!

Two identical copies of the contract must be completed and signed. One copy should go to the homeowner. The other copy should be kept by the contractor. No work may begin until these requirements are met.

David Felix

David Dillon

Homeowner's Signature

Contractor's Signature

1/22/2019

1/22/2019

Date

Date

WARRANTY INFORMATION

Express Warranty: The Contractor warrants that its labor to install the System will be free from defects in workmanship under normal operating conditions for a period of five (5) years from the date performed. The Contractor warrants that the roof penetrations to affix the System will be free from moisture infiltration caused by the Contractor for a period of one (1) year from the date made. In the event that a Contractor provided financing company requires that Contractor offer an extended Warranty ("Extended Warranty"), Homeowner will be a third-party beneficiary to such Extended Warranty. For clarity, an Extended Warranty refers to an expansion of coverage and/or an extension of duration to the standard Warranty.

Other Warranties: The Contractor makes no warranty with respect to materials. Any applicable warranties from the original equipment manufacturer ("OEMs") of any components of the solar energy system that can practically be assigned to the Homeowner will be so assigned. No other warranties apply.

Warranty Limitations: Except for the warranties expressly specified in this contract, the contractor disclaims all other warranties, express, implied, statutory, by common law or otherwise, including without limitation regarding fitness for a particular purpose or merchantability. No warranties provided by the Contractor cover damage or defects caused by (1) failure to follow the Contractor's and OEM's operation and maintenance instructions, (2) repair, modification or movement of the System or components by someone other than a service technician approved by the Contractor, (3) abuse, misuse or negligent acts, or (4) electrical surges, lightning, fire, flood, abnormal weather, pest damage, actions of third parties and other events and accidents outside of the Contractor's control or not arising under normal operating conditions. No warranties provided by the Contractor may be enforced if the Contractor did not timely receive payment in full with respect to this Contract, the System and all work related thereto or if any Homeowner or heir, successor, assign or representative thereof is otherwise in breach of this Contract or any other agreement or obligation with the Contractor, a financing entity or any of their affiliates or assigns as related to the System.

ADDITIONAL TERMS

- 1. Main Office Approval.** All contracts are subject to approval by the corporate headquarters at the address listed above. Contractor shall have until midnight of the third business day to cancel this transaction. If Contractor cancels the contract, the same terms of cancellation as the Notice of Cancellation shall apply.
- 2. Home Suitability for Solar.** This contract is contingent upon Homeowner's home and the utility infrastructure servicing same having suitable electrical and utility equipment for the installation of a solar energy system. In the event that Homeowner's home lacks suitable equipment, Contractor may evaluate the cost to install or have installed suitable equipment and may cancel the Contract in the event the necessary upgrades are too costly at the reasonable discretion of Contractor. The following work and costs therefor are excluded from the Contractor's responsibilities pursuant to this Contract: removal, disposal or remediation of any hazardous materials, fungus, mold, mildew, pathogens, rust, rot, insect or other pest infestation or other animal related activity existing at the site, replacement or improvement of the existing roof, structural framing or electrical or other systems at the site, replacement or improvement to bring any portion of the existing site up to code or otherwise comply with permitting or other government requirements unrelated to solar, correction of any construction errors, omissions or deficiencies by the Homeowner or the Homeowner's other contractors, installation of sprinklers, smoke detectors, carbon monoxide detectors or life safety equipment, landscaping, removal, replacement or relocation of any vegetation, existing equipment or other obstacles at the site, relocation of any other items, fencing, painting, municipal or other design, architectural, historical or other review or any other specialty permits or attendance at public hearings, notification of neighbors or additional drawings or other work in connection with the foregoing, changes, upgrades or other work upstream from the Homeowner's utility meter, assisting with tax preparation, accounting work or incentive applications and management and land surveys, septic systems, leach field areas and underground storage tanks.
- 3. No Modifications Allowed.** This Contract contains all the terms to this transaction and supersedes all prior and contemporaneous understandings, agreements, representations and warranties both written and oral, pertaining to the subject matter of this Contract. No terms not contained in this Contract shall apply. The Salesperson may not modify this contract except that any terms contained in typeface in the Salesperson Notes box shall apply. Any amendment to this Contract must be in writing and signed by authorized representatives of each party.
- 4. Additional Work.** If additional work is necessary in order to complete the solar energy system's installation or to increase cost-effectiveness the homeowner will be responsible for the costs associated with that work. Contractor will provide Homeowner with a quote for such work and will not commence such work until approved by Homeowner.
- 5. Disclaimer.** Neither the Contractor nor any of its employees, agents or affiliates provide or have provided the Homeowner, any tax, legal or accounting advice. IRS Circular 230 Disclaimer: To ensure compliance with IRS Circular 230, any U.S. federal tax advice provided in this communication is not intended or written to be used by the recipient or any other taxpayer (i) for the purpose of avoiding tax penalties that may be imposed upon the recipient or any other taxpayer or (ii) in promoting, marketing or recommending to another party any transaction or matter addressed herein. Furthermore, qualification for solar-related incentives, including as applicable at the federal, state, local, utility or other level, depends on many circumstances particular to the Homeowner, most, if not all, of which the Contractor does not know and has no responsibility for knowing, and which are subject to change and are outside of the Contractor's control. As such, any information provided or referenced by the Contractor is for generalized illustrative and instructional purposes, and the Contractor does not provide any advice, representation or guarantee with respect to the qualification of the Homeowner, site or System for any incentive, credit or benefit, and the Homeowner has not relied upon any information provided by the Contractor about any type of incentive. The Homeowner is encouraged to obtain the Homeowner's own professional tax, legal and financial advice and assistance and acknowledges that the Homeowner has been afforded ample time and opportunity to do so. The Homeowner's payment and other obligations are not contingent upon qualification for any program, incentive or financial benefit or the amount of any thereof.
- 6. Access and Authorization to Perform.** By signing this contract, Homeowner agrees that Homeowner will provide Contractor with all necessary access to design, engineer, install, have inspected and activate the solar energy system. Homeowner also agrees that Homeowner authorizes Contractor to begin the work and agree to not delay or interfere with the installation of the solar energy system or completion of work related thereto. In the event Homeowner refuses to give access to Contractor to complete the work or interfere with the completion of the work Homeowner will be in material breach of this contract.
- 7. Payment.** Payments may be made by check or credit card. Payments are due five (5) days after invoice, except that the deposit is due upon contract signing. Invoices will be provided at the milestones noted in the contract. Any payments more than thirty (30) days past due will be charged interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate allowable by law. If a financing company is paying Contractor directly, any payment terms agreed to between Contractor and the financing company will govern. If payments are sixty (60) or more days past due Homeowner will be in material breach of this contract. In the event Contractor collects in bankruptcy, receivership or other judicial proceeding or places in the hands of attorneys for collection or assigns to a collection agency any past due balance owed by Homeowner to the Contractor, or otherwise prevails in litigation with the Homeowner, the Homeowner shall pay all reasonable collection and/or attorney's fees incurred by the Contractor.
- 8. Transfer of Ownership.** The ownership of the solar energy system installed by Contractor under this contract shall remain the property of Contractor until final payment is received, however, risk of loss shall be assigned to the Homeowner upon the incorporation of the materials into the work, except that the Homeowner will not be responsible for loss due to Contractor's sole negligence or willful misconduct. In the event Homeowner is in material breach of this contract, Homeowner authorizes Contractor to remove and/or shut off any equipment installed and return the roof to substantially the same condition it was prior to installation at the Homeowner's sole expense. Contractor will refund any payments made less any loss of value for the equipment, costs incurred by Contractor, including without limitation in prosecuting the work pursuant to this Contract and as a result of the Homeowner's breach, including consequential damages and reasonably attorneys' fees and a pro-rated portion of the reasonably expected profits under this contract; provided, however, that Contractor and Homeowner agree that once physical installation work commences the entirety of the profit is reasonably expected. In the event Homeowner's payments do not cover the loss of value, costs incurred by Contractor and the pro-rated portion of the reasonably expected profits, Homeowner will be liable for the deficit, except that if installation has commenced prior to the material breach Homeowner will be liable for the entirety of the reasonably expected profit as well.
- 9. Maintenance.** The Contractor's obligations pursuant to this Contract are for installation only and do not include post-installation operation, maintenance or monitoring. The Contractor is not responsible for insuring the System after installation. The Homeowner shall immediately report to Contractor any damage or defect giving rise to a warranty claim, and the Contractor shall not be responsible for any damages or costs caused by delayed reporting. The Homeowner has been cautioned about the possibility of snow falling from the solar panels and shall be solely responsible for protecting people, pets and property when snow may accumulate on the panels. The Homeowner has been advised of the option to purchase, at additional expense, snow guards and/or critter guards, and that the Contractor does not guarantee the efficacy thereof.

The Contractor is not responsible for monitoring the System or its production and makes no warranties or guarantee regarding electricity output, System production generally and/or in relation to the Homeowner's usage, reduction in energy costs or environmental savings, financial savings or benefit, return on investment, effect on home value or salability, roof savings or life extension or any other representations not specified in this Contract.

10. Severability. In the event any provision of this contract is prohibited or invalidated by law, then that provision shall be severed from this contract without affecting the validity of this contract or any other provision hereunder.

11. Non-Waiver. Neither party through any act, delay or omission will be deemed to have waived any of its rights or remedies under this contract. No waiver whatsoever shall be valid unless in writing and signed by the party waiving such right or remedy. A waiver provided on one occasion shall not be construed as a complete waiver of said provision unless so stated in writing.

12. Force Majeure. The performance of this contract is subject to any circumstances making it illegal, impractical or impossible for Contractor to complete the work, including but not limited to Acts of God, war, government regulations, acts or omissions by or on behalf of a government, utility or other third party, disaster, strike, extended or permanent shortage of necessary materials, civil disorder, curtailment of transportation facilities or any other event or circumstance beyond the Contractor's reasonable control that prevents or delays the performance of work, and any delay by the Contractor in performing work is excused to the extent caused by any such circumstances. If performance has been so delayed for more than one-hundred-eighty days, this contract may be terminated for any one of the above reasons by written notice to the other party.

13. Choice of Law and Choice of Venue. This contract is governed by the law of the state in which the System is installed. Subject to the Homeowner's right to arbitrate, any disputes arising under this contract shall have proper venue in the state and federal courts of the state in which the System is installed. The parties agree to the jurisdiction and venue set forth above.

14. Consumer Credit Contract Notice. If this document applies to a consumer credit contract this notice applies: NOTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES CONTAINED PURSUANT HERETO OR WITH PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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DATE OF TRANSACTION: _____

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENTS EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) 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 THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONIDTION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR MAY, IF YOU WITH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO TRINITY SOLAR, AT 2211 ALLENWOOD ROAD, WALL, NEW JERSEY 07719 NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

Date: _____

Buyer's Signature: _____

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