

# Preliminary Solar Proposal

## Example Company

Provided by:



Questions? We're here to answer.  
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## Executive Summary

We are pleased to provide this savings analysis for your facility. This investment will generate [90%] of your annual electricity consumption at the site. With a PV solar power system your business will enjoy reduced monthly expenses immediately. With improved Federal level tax incentives, and state level Renewable Energy Credit (REC) programs this investment will earn its payback in record time.

Please contact us should you have any questions while reviewing this content. We look forward to helping you understand your investment opportunity with PV solar energy.

### Your Solar Project at a Glance

**Company:** Example Company

**Facility Address:** Example Site

**# of Solar Panels:** 775

**System Size:** 372.0 kW DC

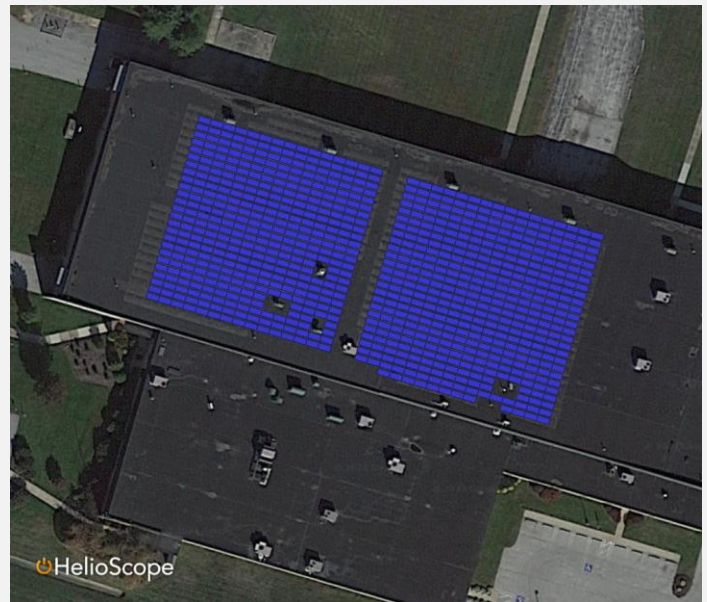
**System Location:** Existing Facility Rooftop

**Setbacks:** 4' min from roof edges | 1' from RTUs | 12" pathways

**Wind & Snow Load:** 105 mph wind | 25 psf snow | Exposure B

**Lifecycle:** 25-Year Production Warranty

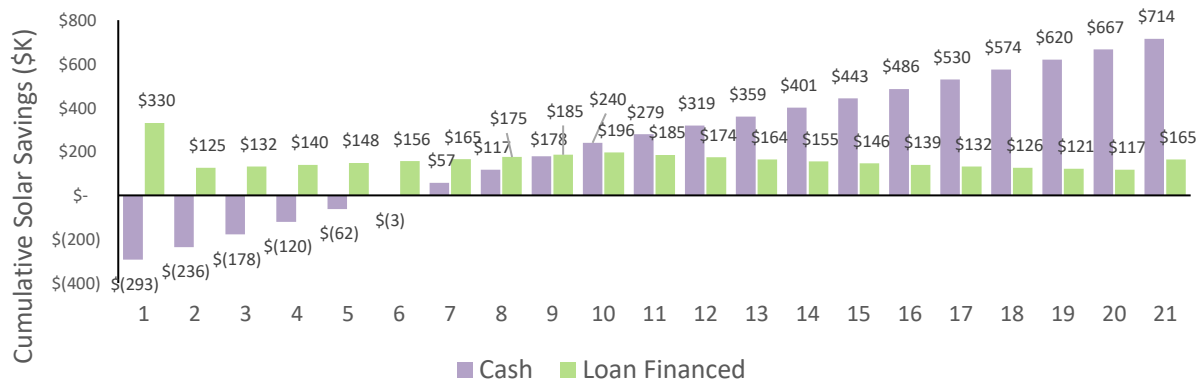
**Maintenance:** Subscription-free monitoring software & annual maintenance contract eligible



## Purchase or Finance?

Today, solar buyers have a multitude of options when considering ownership of a PV solar power system. While a cash purchase offers the maximum return on investment over 25 years, a financed project allows for positive cashflows from year 1. Depending on your goals for a project, we are happy to explore both avenues to ownership.

Cumulative Solar Savings: Cash v. Loan Financed



## Solar Incentives Overview

### Annual Utility Bill Savings

1<sup>st</sup> Year Electric Bill Savings

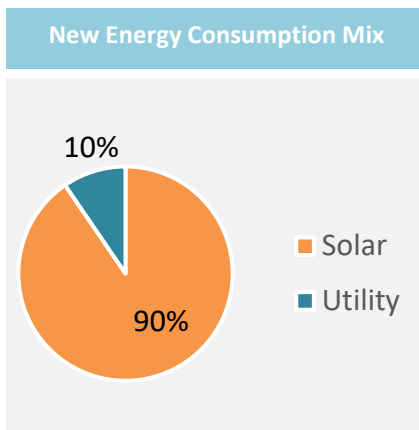
**\$32,030**

Your Annual Usage

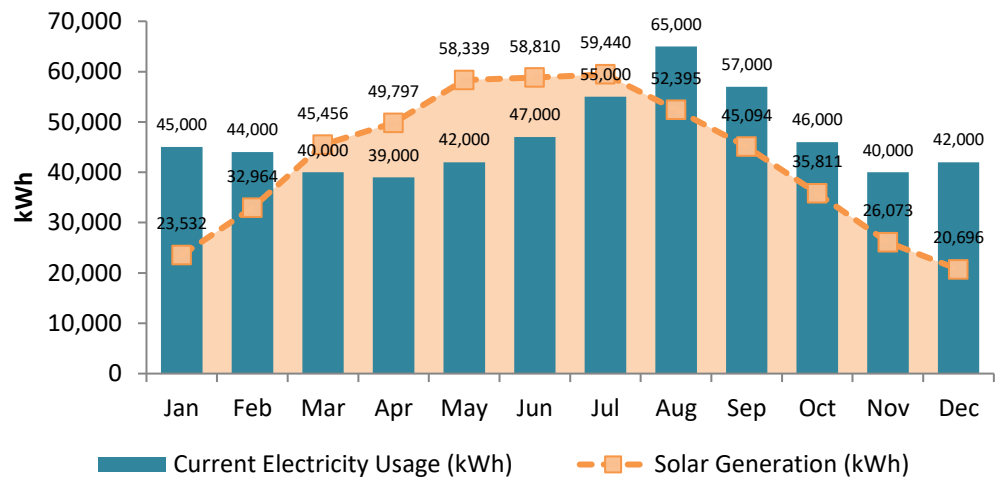
**562,000 kWh**

Solar System Production

**508,407 kWh**

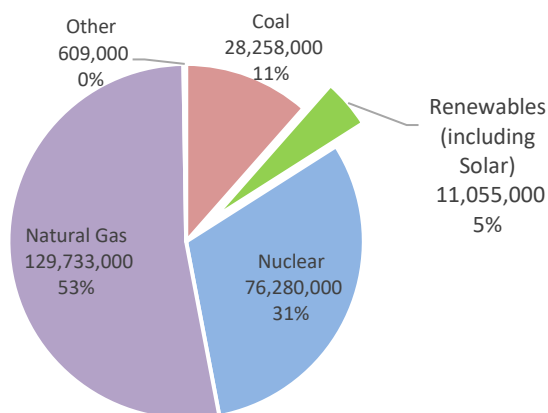


### Monthly Electric Usage vs Solar Generation



### Solar Renewable Energy Credits (SREC)

#### PA Electric Generation by Energy Source



Your solar energy system will earn SRECs as you generate power over the lifecycle of investment. For every 1,000 kWh you generate, you will receive 1 SREC to be sold on the open Alternative Energy Portfolio Market.

Today's SREC Value

**\$48/credit**

Annual Revenue Realized from Sale of SRECs

**\$24,404**

## Sunstone Credit – Financed Cash Flow

Select Program	Loan term	Monthly Pmt	First 12 Months Total	Next Year	Payoff Amount	Loan Interest Rate	Loan Amount
3. SPEC-High	20	\$4,216	\$46,380	\$50,596	\$211,453	7.60%	\$704,842

Financed / 25-Year Cash Flow Analysis											
	Utility Bill Savings			Cost & Incentives					Savings		
A	B	C	D	E	F	I	J	K	L	M	N
Year	Expected Solar Generation (kWh)	Estimated Utility Rate for Consumption Only (\$/kWh)	Estimated Utility Bill Savings from Solar (B*C)	Total of Monthly Payments	Special Payment due in Year 2	Solar Federal Tax Credit (30% of Principal)	After Tax Cash Flow from Depreciation (PR*(1*0.5)*FTR)	SREC Revenue (B*REC)	Utility Savings + Incentives (D+H+K)	Net Cash Flow (E+F+L)	Cumulative Cash Flow
1	508,407	\$0.063	\$32,030	-\$46,380		\$200,880	\$119,524	\$24,404	\$376,837	\$330,457	\$330,457
2	505,865	\$0.065	\$32,666	-\$50,596	-\$211,453			\$24,282	\$56,948	-\$205,101	\$125,356
3	503,335	\$0.066	\$33,315	-\$50,596				\$24,160	\$57,476	\$6,880	\$132,236
4	500,819	\$0.068	\$33,978	-\$50,596				\$24,039	\$58,017	\$7,421	\$139,656
5	498,315	\$0.070	\$34,653	-\$50,596				\$23,919	\$58,572	\$7,976	\$147,632
6	495,823	\$0.071	\$35,342	-\$50,596				\$23,800	\$59,141	\$8,545	\$156,178
7	493,344	\$0.073	\$36,044	-\$50,596				\$23,681	\$59,725	\$9,129	\$165,306
8	490,877	\$0.075	\$36,760	-\$50,596				\$23,562	\$60,323	\$9,726	\$175,033
9	488,423	\$0.077	\$37,491	-\$50,596				\$23,444	\$60,935	\$10,339	\$185,372
10	485,981	\$0.079	\$38,236	-\$50,596				\$23,327	\$61,563	\$10,967	\$196,339
11	483,551	\$0.081	\$38,996	-\$50,596					\$38,996	-\$11,600	\$184,739
12	481,133	\$0.083	\$39,771	-\$50,596					\$39,771	-\$10,825	\$173,914
13	478,727	\$0.085	\$40,562	-\$50,596					\$40,562	-\$10,034	\$163,880
14	476,334	\$0.087	\$41,368	-\$50,596					\$41,368	-\$9,228	\$154,651
15	473,952	\$0.089	\$42,190	-\$50,596					\$42,190	-\$8,406	\$146,245
16	471,582	\$0.091	\$43,028	-\$50,596					\$43,028	-\$7,568	\$138,678
17	469,224	\$0.094	\$43,884	-\$50,596					\$43,884	-\$6,712	\$131,965
18	466,878	\$0.096	\$44,756	-\$50,596					\$44,756	-\$5,840	\$126,125
19	464,544	\$0.098	\$45,645	-\$50,596					\$45,645	-\$4,951	\$121,175
20	462,221	\$0.101	\$46,553	-\$50,596					\$46,553	-\$4,043	\$117,131
21	459,910	\$0.103	\$47,478						\$47,478	\$47,478	\$164,609
22	457,611	\$0.106	\$48,421						\$48,421	\$48,421	\$213,030
23	455,323	\$0.108	\$49,384						\$49,384	\$49,384	\$262,414
24	453,046	\$0.111	\$50,365						\$50,365	\$50,365	\$312,780
25	450,781	\$0.114	\$51,366						\$51,366	\$51,366	\$364,146
			<b>\$1,024,283</b>	<b>(\$1,007,705)</b>	<b>(\$211,453)</b>	<b>\$200,880</b>	<b>\$119,524</b>	<b>\$238,617</b>	<b>\$1,583,303</b>	<b>\$364,146</b>	

### Factors

State Tax Rate	0.00%
Federal Tax Rate (FTR)	21.00%
Solar Federal Tax Credit	30.00%
REC value (\$/MWh)	\$48
REC Term (Years)	10
Discount Rate for NPV calculation	5.00%

### Grid

Current Rate (CR) (\$/kWh)	\$0.063
Grid Escalator (%/yr)	2.50%

### Key Financial Metrics

Year 1 Solar Generation (kWh)	508,407
Energy Offset	90.46%
25-Year Utility Savings	\$1,583,303
25-Year Cumulative Net Cash, \$	\$364,146
PV Annual Degredation (%/yr)	0.50%



## Purchase – Cash Flow

### Project Details

Total Project Cost	\$669,600
Federal Tax Credit	(\$200,880)
After Tax Cash from Depreciation	(\$119,524)
Year 1 Net Cost	<b>\$349,196</b>

### Grid

Current Rate (CR) (\$/kWh)	\$0.063
Grid Escalator (%/yr)	2.50%

### Factors

State Tax Rate	0.00%
Federal Tax Rate (FTR)	21.00%
Solar Federal Tax Credit	30.00%
REC value (\$/MWh)	\$48
REC Term (Years)	10
Discount Rate for NPV calculation	5.00%

### Key Financial Metrics

Year 1 Solar Generation (kWh)	508,407
Energy Offset	90.46%
Payback	6 Years
IRR	18.6%
25-Year NPV	\$1,039,464
25-Year ROI	136%
25-Year Levelized Cost of Electricity (Grid)	\$0.086
25-Year Levelized Cost of Electricity (Solar)	\$0.029
25-Year Utility Savings	\$1,583,303
25-Year Cumulative Net Cash, \$	\$913,703
PV Annual Degredation (%/yr)	0.50%

## CASH Purchase/ 25-Year Cash Flow Analysis

	Utility Bill Savings			Cost & Incentives				Savings		
A	B	C	D	H	I	J	K	L	M	N
Year	Expected Solar Generation (kWh)	Estimated Utility Rate for Consumption Only (\$/kWh)	Estimated Utility Bill Savings from Solar (B*C)	Capital Expense	Solar Federal Tax Credit (30% of Principal) (H*0.30)	After Tax Cash Flow from Depreciation (J*(I*0.5)*FTR)	SREC Revenue (B*REC)	Utility Savings + Incentives (D+H+J+K+E)	Net Cash Flow (H+L)	Cumulative Cash Flow
1	508,407	\$0.063	\$32,030	-\$669,600	\$200,880	\$119,524	\$24,404	\$376,837	-\$292,763	-\$292,763
2	505,865	\$0.065	\$32,666				\$24,282	\$56,948	\$56,948	-\$235,816
3	503,335	\$0.066	\$33,315				\$24,160	\$57,476	\$57,476	-\$178,340
4	500,819	\$0.068	\$33,978				\$24,039	\$58,017	\$58,017	-\$120,323
5	498,315	\$0.070	\$34,653				\$23,919	\$58,572	\$58,572	-\$61,751
6	495,823	\$0.071	\$35,342				\$23,800	\$59,141	\$59,141	-\$2,610
7	493,344	\$0.073	\$36,044				\$23,681	\$59,725	\$59,725	\$57,115
8	490,877	\$0.075	\$36,760				\$23,562	\$60,323	\$60,323	\$117,437
9	488,423	\$0.077	\$37,491				\$23,444	\$60,935	\$60,935	\$178,373
10	485,981	\$0.079	\$38,236				\$23,327	\$61,563	\$61,563	\$239,936
11	483,551	\$0.081	\$38,996					\$38,996	\$38,996	\$278,932
12	481,133	\$0.083	\$39,771					\$39,771	\$39,771	\$318,703
13	478,727	\$0.085	\$40,562					\$40,562	\$40,562	\$359,265
14	476,334	\$0.087	\$41,368					\$41,368	\$41,368	\$400,632
15	473,952	\$0.089	\$42,190					\$42,190	\$42,190	\$442,822
16	471,582	\$0.091	\$43,028					\$43,028	\$43,028	\$485,851
17	469,224	\$0.094	\$43,884					\$43,884	\$43,884	\$529,735
18	466,878	\$0.096	\$44,756					\$44,756	\$44,756	\$574,490
19	464,544	\$0.098	\$45,645					\$45,645	\$45,645	\$620,136
20	462,221	\$0.101	\$46,553					\$46,553	\$46,553	\$666,688
21	459,910	\$0.103	\$47,478					\$47,478	\$47,478	\$714,166
22	457,611	\$0.106	\$48,421					\$48,421	\$48,421	\$762,588
23	455,323	\$0.108	\$49,384					\$49,384	\$49,384	\$811,972
24	453,046	\$0.111	\$50,365					\$50,365	\$50,365	\$862,337
25	450,781	\$0.114	\$51,366					\$51,366	\$51,366	\$913,703
			<b>\$1,024,283</b>	<b>(\$669,600)</b>	<b>\$200,880</b>	<b>\$119,524</b>	<b>\$238,617</b>	<b>\$1,583,303</b>	<b>\$913,703</b>	

## Pricing

Qty	Description	Line Total
1	<ul style="list-style-type: none"> <li>• System to be no less than 372.0 kW DC installed capacity.               <ul style="list-style-type: none"> <li>○ To be connected to a single meter #</li> </ul> </li> <li>• Tier 1 solar modules from Hanwha QCell               <ul style="list-style-type: none"> <li>○ If equivalent, no less than 480 watts per panel</li> <li>○ 30-year Performance Warranty, modules will not degrade more than 0.45% per year.</li> </ul> </li> <li>• Tier 1 string inverters from SMA America               <ul style="list-style-type: none"> <li>○ If equivalent, online monitoring capable, rapid shutdown capable per NEC 2020.</li> <li>○ 20-Year extendable warranty</li> </ul> </li> <li>• Racking system compatible with specific roof type</li> <li>• All associated internal electrical components and connections</li> <li>• Interconnection agreement application submission and approval</li> <li>• Construction engineering drawing sets including mechanical, electrical, and structural.</li> <li>• All associated building, electrical, and zoning permits and applications.</li> </ul>	
Exact equipment specifications subject to change based on final engineering design and approval from all Authority Having Jurisdiction.		Subtotal: \$ 669,600
		<b>Total: \$ 669,600</b>

## Payment Schedule

5%	Initial Deposit at Contract Signing	\$ 33,480.00
10%	Due upon Interconnection and Permits Issued	\$ 66,960.00
30%	Solar Equipment Delivered / Site Mobilization Day 1	\$ 200,880.00
25%	Modules and inverters mechanically installed onsite	\$ 167,400.00
20%	Inspections Approved	\$ 133,920.00
10%	1 <sup>st</sup> Day Energizing Solar System	\$ 66,960.00

## Warranties & Servicing

Solar Modules: 12-Year Product Warranty Performance Warranty: 30-Year 98% of minimum power output during first 12-months Yearly maximum decrease (degradation) of power of not more than 0.45% per year	Inverters: 10-Year Product Warranty 20-Year Extendable Racking: 25-Year Product Warranty
5-Year Craftsmanship Warranty	Annual Service Checkup Eligible

## Terms & Exclusions

This quotation is on the goods named, subject to the conditions noted below. Pricing is subject to change upon expiration. Price does not include:

- Electrical upgrades required by the utility provider, state of installation, and/or other authority having jurisdiction.
- Assuming 480V/277V Three Phase interconnection voltage.
- Exact Point of Common Coupling (POCC) could not be identified without internal MDP photos. The quoted pricing shall be valid if one of two points of interconnection are identified. 1) open terminals on the line side of the main distribution panel/main breaker or 2) open breaker capable of solar back feed rule per NEC 2020 code.

## Solar Installation Agreement

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THIS AGREEMENT made this Wednesday, April 19, 2023, by and between TerraSol Energies, Inc. hereinafter called "TSE", and

\_\_\_\_\_ hereinafter called "Customer".

WITNESSETH, that TSE and Customer for the consideration named agree as follows:

### ARTICLE 1. Purchase

1.1 TSE shall furnish all labor and material to perform all of the work shown on the described specifications to install a Photovoltaic System as defined in Quote, hereinafter called the Quote, incorporated into this contract, on property located at:

#### Example Address

1.2 If products listed on the Quote are out of stock and/or discontinued, TSE will substitute with an alternate model of the listed equipment at no additional charge to Customer. In the event that a different wattage photovoltaic module is used, TSE will provide the system size (kW) identified in the Quote in an even module increment rounded to the next closest module. 1.3 If an alternate Mounting System becomes available that TSE deems more appropriate for the installation, TSE will submit a pre-approved written change order, substantially in the form of Attachment B, to replace the Mounting System listed on the quote. There will be no additional charge to Customer and TSE will guarantee that the warranty offered on the new product is identical or better to that of the product listed on the Quote.

1.4 Inverters listed on the Quote are subject to change based on Engineering Specification and market availability after the system design is completed. Inverters may not be of the same brand as specified on the Quote, but the manufacturer and model used will be of similar quality and repute. This change will not require a change order.

1.5 Unless expressly stated within the description of work, no landscaping or ground preparation services are included with the contract. Any required tree removals for installation or optimal system production, Customer desired grading, seeding, stonework, or other such items relating to the installation of the system not defined on the Quote will be additional costs and subject to a change order. Unless otherwise stated, the mounting areas are expected to be clear and ready for installation upon arrival.

#### 1.6 TSE SHALL:

- a) Design and prepare city or county required plans to obtain building, electrical, and (if necessary) zoning permits. Stamped structural analysis confirming capacity for solar installation available, any necessary reinforcements /Replacement & copies of plans necessary for AHJ to be supplied by Customer.
- b) Call for final inspection for building and electrical permit as required by municipality, State, and/or Utility.
- c) File and assist Customer in necessary paperwork for utility or government entities.
- d) Notify utility of final inspection approval and register the system with State Agencies.
- e) Provide state/county/district and federal tax forms to Customer.
- f) Register the system with REC management if applicable for State of installation.

#### 1.7 Customer SHALL:

- a) Customer agrees to allow TSE to perform the contract work uninhibited and not delay any actions required of Customer (e.g. signing permit applications & interconnection applications) and to provide access to the premises and ensure that it is free of obvious hazards that would impede construction or worker safety, and timely access to the roof or other indoor/outdoor areas upon which the system is to be installed.



- b) Customer represents and warrants that there are no restrictions or covenants of which it should reasonably be aware that would prevent the installation of the photovoltaic system.
- c) Customer shall be responsible for any costs associated with electrical upgrades, or engineering fees that may be required by the utility provider, state of installation, or other authority having jurisdiction.
- d) Customer shall be responsible for removing or covering any items inside or outside the structure that might be soiled or damaged by the performance of work by TSE.
- e) Customer agrees that during the course of installation, TSE will need access to Customer’s electricity, restroom facilities, and potable water for the installation staff; a designated parking area for the installation vehicles; and a laydown yard for product storage. If concrete is being used during the course of the installation, a washout location for the delivery truck will also need to be designated.

**ARTICLE 2. Time of Completion**

2.1 The work to be performed under this Contract shall be commenced after

- a) contract signature
- b) receiving initial payment
- c) approval to start construction from utility

2.2 The work shall typically be substantially completed within 12-16 weeks. The start and completion date may vary due to project conditions, complexity, weather, material availability, force majeure, etc.

**ARTICLE 3. The Contract Price**

3.1 Customer shall pay TSE for the material and labor to be performed under the terms of the Contract the sum of **\$244,944**, subject to additions and deductions pursuant to authorized change orders.

**ARTICLE 4. Progress Payments**

4.1 Payments of the Contract price shall be paid according to the following schedule:

5%	Initial Deposit at Contract Signing	\$ 33,480.00
10%	Due upon Interconnection and Permits Issued	\$ 66,960.00
30%	Solar Equipment Delivered / Site Mobilization Day 1	\$ 200,880.00
25%	Modules and inverters mechanically installed onsite	\$ 167,400.00
20%	Inspections Approved	\$ 133,920.00
10%	1 <sup>st</sup> Day Energizing Solar System	\$ 66,960.00

4.2 Payments are due as outlined in Article 4.1 of this agreement. In the event Customer shall fail to pay any periodic or installment payment due hereunder, TSE may cease work and would be considered a breach pending payment or resolution of any dispute. Payment remittance will be considered physical receipt to a company representative, receipt of a bank wire transfer, or the postmark on a mailed check. A rate of 2% interest per month or maximum allowable by law whichever is less will be assessed to the outstanding balance. In the event TSE engages an attorney for collection of a past due amount, Customer shall be liable for all TSE costs including reasonable attorney fees. If any payment remains unpaid for a period of 120 days, Customer grants to contractor the right to enter the property and remove the system or any part thereof. TSE will provide a 15 day written notice of its intent to remove the system and allow this time for Customer to cure the defect.

4.3 The AHJ final inspection approval is not the same as receiving permission to operate (PTO) from the utility company. The AHJ final inspection approval is when Payment 3 is due. Once AHJ final inspection has been passed, TSE will submit to the electric utility company for PTO the system. Once the utility company has had an opportunity to inspect the system and issues written permission for TSE to activate the system, the final commissioning will take place.

4.4 Should this system be submitted for the Adjustable Block Incentive (ABI) Program, then no construction may begin until the project has been approved or declined for that program. At such time as the application has been approved, the system will proceed to construction. If the application is declined, Customer may elect not to



proceed with the project and will be issued a refund of the deposit amount less any costs expended by TSE including, but not limited to, the development of plans, applications for interconnection, building permits, rebate program applications, engineering fees, and postage. If Customer wishes to proceed with the install prior to ABI allotment for their project, TSE will offer a 15% deferment of total project price (Deferred Payment), withheld from final payment until allotment of either the ABI or a separate renewable energy grant or incentive (Incentive Award). Once allotment is granted, deferred payment equal to the lesser of Deferred Payment or Incentive Award will become due from Customer. If Customer wishes to proceed with this offer, initial here \_\_\_\_\_.

4.5 Should this system contain a proposal to be submitted for the Smart Inverter Rebate Program, then Customer acknowledges that there is no guarantee of receiving such funds. Funds for this program are on a first come, first served basis, with applications being submitted on project completion. TSE has no liability for the project failing to be funded for this program for any reason.

4.6 Should a Customer wish to not make Payment 3 at time defined in Articles 4.1 or 4.4 and clarified in Article 4.3, they can be provided an extension of up to 90 calendar days on the due date for a fee of 3.5% of the total contract price as defined in Article 3.1. Should a Customer have not remitted Payment 3 within thirty (30) calendar days of the receipt of the invoice, TSE will automatically apply this option. Invoices will be considered received within 24-hours of email being sent.

4.7 Should the customer elect to postpone construction through the delay of second payment while they await any grant, incentive or ABI award by more than 120 days from contract signing, TSE reserves the right to increase the costs of the project according to market fluctuations in equipment and labor pricing.

## ARTICLE 5. General Provisions

5.1 All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

5.2 To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

5.3 TSE may, at its discretion, engage subcontractors to perform work hereunder, provided TSE shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

5.4 All change orders shall be in writing and signed by both Customer and TSE or through email.

5.5 TSE warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of TSE or its employees and subcontractors.

5.6 TSE agrees to remove all debris and leave the premises in broom clean condition.

5.7 ARBITRATION. All disputes arising out of or relating to this agreement, breach of agreement, or contract work hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association under construction industry arbitration rules. The parties recognize and agree that by agreeing to this provision, they are waiving any rights they may have to a jury trial. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

5.8 LIABILITY of TSE shall be limited to the area of installation for the photovoltaic system as outlined in the plans.  
a) TSE shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, weather, permitting delays, or general unavailability of materials.  
b) TSE shall also not be liable for damage to old, deteriorated, or improperly installed sub-roofing, roof covering or supports, siding, exterior covering/painting or any other non-visible to installation.

c) TSE aggregate liability shall be limited to amounts paid by Customer to TSE under this agreement. Customer shall provide access and make bare the areas such as walls, roof, crawl space, floors, etc., necessary for performance of the contract work. There are no third party beneficiaries to this agreement.

d) Neither TSE nor Customer will not be liable for any default, delay or failure in the performance under this contract due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes, war, riots, acts of public enemy or other civil disturbance or a strike, lockout, walkout or other significant labor disputes. Force Majeure cannot be attributable to fault or negligence on the part of the party claiming Force Majeure and must be caused by things beyond parties reasonable control.

e) Customer acknowledges that in a Roof Mounted Installation as may be specified in the Quote, TSE will be working on the roof of the structure which will result in minor damage and degradation such as scratches and treadwear. TSE is not responsible for repair of minor imperfections that result from the installation. In the event that there is major damage as a result of the installation (gouges that change the profile of the roof, missing shingles, or open penetrations), TSE will repair those damages using a method of their choosing in congruence with the roofing material and their experience. TSE may also install and leave installed on the roof harness anchor points for OSHA compliance. These may be left in place after the job for future maintenance purposes. f) During the course of installation, TSE will need to work on the property grounds with ladders, vehicles, and large construction equipment. TSE will make every attempt to be considerate of Customer' landscaping, but damage will occur during the course of installation. TSE is not responsible for any landscaping repairs as a result of the installation unless otherwise specified in the body of the quote. This includes but is not limited to, reseeding grass, filling ruts, leveling ground, spreading mulch or stone, erosion & sediment control, damage to paved drives, underground utilities, and drainage structures, or the replacement of damaged plants.

g) Use of Equipment Indemnification. If Customer, its employees, contractors, and subcontractors, use tools, scaffolding, ladders, vehicles, equipment, or property of any kind either rented or owned by TSE, Customer' shall indemnify, defend and hold TSE harmless for any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such tools, scaffolding, ladders, vehicles, equipment, or property.

5.9 TSE will install the System in a manner congruent with their knowledge and experience. The composition and location of all equipment installed will be determined by TSE. If Customer has/have any specific requirements that are not specified in the body of the Quote or this Contract, they will require a written Change Order to be executed, which may result in additional costs to Customer.

5.10 Erosion and Sediment Controls are at times required by the County Conservation Officer or other governmental representatives/agencies when the earth is disturbed in the process of construction. Customer shall be fully responsible for any and all fees incurred if an Erosion and Sediment Control plan is required. This includes, but is not limited to, costs incurred for survey, design, materials, mobilization, equipment, labor, and liability.

5.11 It is customary to have additional materials delivered to the job site by TSE to speed construction. Any additional materials delivered but not used during the course of installation are the property of TSE and will be reclaimed at the end of or throughout construction.

5.12 Unless otherwise specified within the body of the Quote, identifying the exact location of property lines, setbacks, easements and rights of way is the responsibility of Customer prior to commencement of work. If TSE is asked to become involved in the process of locating these items, TSE will provide Customer references for surveyors qualified to perform these tasks.

5.13 Data connectivity requires an open port for an RJ45 connection in a high speed internet router or connected switch. If an open RJ45 port is not available, additional equipment may be necessary. Unless otherwise specified in the quote, this equipment is not included with the system and will require a change order to be executed authorizing TSE to install additional networking or connectivity hardware. If a change order is not executed TSE will install the system without access to the internet or monitoring. This will impact the ability of TSE to troubleshoot

your system and provide warranty service and will result in their being service charges even during the initial 5-year term for diagnostics in the event of requested service.

5.14 WARRANTY, TSE warrants the installation of the system against defects in workmanship for a period of (5) years following the conclusion of onsite installation. This warranty does not cover force majeure, damage normally covered by homeowners/business catastrophe insurance such as falling tree or branches, power outages, or normal wear and tear of the roof, roof shingle failure, substructure failure, siding or electrical system failure. The warranty also does not cover any damages caused by animals or by improper maintenance of the structure or the system or by any action of parties other than TSE including accidental or willful damage. In the event Customer discovers a defect within the warranty period, Customer shall notify TSE in writing description and nature of the defect. TSE will correct the defect covered by the warranty and repair or replace the defect to the system at their discretion at no additional cost to Customer. If a part repair or replacement is required, Customer shall cooperate fully with TSE for a safe and efficient repair. Any works performed on the system by those other than TSE during the warranty period will void TSE warranty. TSE makes no express or implied warranty, except as expressly outlined in this contract. Without limiting the generality of the foregoing, TSE hereby disclaims any implied warranty and merchantability or fitness for a particular purpose. Requests for service under this Warranty that result in labor expenditures by TSE that discover non-Warranty covered conditions will incur an invoice for services. Manufacturers warranties will be transferred to Customer upon project completion.

5.15 Signage. During the course of installation and for no less than 90-days after the completion of the installation, Customer agrees to allow TSE to place signage on their property expressly stating that the work being performed is by TSE and contains the contact information for TSE. The size of the sign will vary by project size.

5.16 Advertising Release. TSE has the right to take and distribute pictures of in progress and completed installations for promotional purposes and advertising. This includes, but is not limited to, aerial photography and video taken from unmanned aerial vehicles, or “drones”. Customer waives any and all rights to these photographs and grants TSE full permission to use them as they see fit; TSE will seek written permission from Customer prior to using said photographs in conjunction with Customer’s name and/or complete physical address.

5.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction or a panel of arbitrators to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

5.18 Actions. No actions, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one (1) year after the cause of action or claim has accrued.

Agreed and Accepted:

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Customer Signature

Title

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Print

Date