



by Kamtech Solar

CONTRACT FOR PHOTOVOLTAIC SOLAR SYSTEM

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PHOTOVOLTAIC SOLAR SYSTEM INSTALLATION AGREEMENT WITH KAMTECH SOLAR SOLUTIONS

Title Holder Name(s):	Mobile Phone:	Home Phone:
Installation Site Street Address:	Installation Site City, State and Zip Code:	Email Address:
Utility Holder Name (if different than Title Holder Name):	Utility Company / Account Number:	Solar Offer / Kamtech Representative:
SSN / Date of Birth:	State ID Number:	State ID Issue / Expire Date:

System Description: Kamtech Solar Solutions agrees to install a solar system on the property listed above. The system offer is listed below:

System Size (in kWp)*:	Total Pre-incentive System Cost*: _____
Year 1 Estimated Production*:	_____ Incentive*: _____
Rebate Value*: <input type="checkbox"/> per kWp <input type="checkbox"/> per kWh	Total Finance Amount*: _____
Cash Deposit:	_____ Incentive*: _____
Loan 1 (Term Loan) Value:	Estimated 26% Federal Incentive*: _____
Loan 2 (Deferred Interest Loan) Value:	Approximate Net System Cost*: _____
	_____ Incentive*: _____

GENERAL TERMS AND CONDITIONS

1. Change Order: Any change to work shall be made in writing and signed by both parties. ("Change Order"). Customer agrees that a Change Order may result in a change to the terms and conditions of this Agreement, including but not limited to contract price and Anticipated Installation Schedule. Customer acknowledges that System Size, Production Estimate, Rebate Value, System Cost and Incentives are all subject to change based upon the assessment of the Installation Site. System size changes of 10% (+ / -) or less will not change any terms of this contract. Changes of greater than 10% will require a change order to be signed by all parties. The System Size may also be changed based on customer credit limitations or design recommendations. Kamtech Solar Solutions is not liable for the value of any Rebates, Incentives and Approximate Net System Cost is an estimate based on current conditions.

2. Scope of Work: This Agreement is between You, the Customer, and Kamtech Solar Solutions, the Contractor. Under this Agreement the Contractor shall perform the installation of the specified PV Solar System. The Contractor does not provide, or arrange for, architectural/engineering services or structural changes to dwellings or buildings unless otherwise noted in the contract. Contractor shall obtain the necessary building and electrical permits and ensure code compliance. Customer agrees to cooperate with Contractor to obtain these permits and meet code compliance.

3. Warranty: All equipment is warranted to perform in accordance with the manufacturer's published specifications provided that the equipment is operated in accordance with the manufacturer's operating instructions. All equipment warranties in regards to labor and service, as well as any production guarantees, come from the manufacturer and are to be serviced solely by Kamtech. Kamtech warrants within 6 inches of penetrations with a 10 year workmanship warranty.

4. Concerns: Kamtech Solar Solutions Service team is available to answer and assuage your concerns at 855-526-8324 or ProjectManagers@KamtechSolar.com from 10:00 AM to 4:00 PM EST Monday through Friday.

5. Acceptance and Authorization: By signing below, the Customer authorizes Kamtech to perform the installation. Customer acknowledges that Kamtech is not responsible for delays in installation caused by the Customer, delays in receiving utility interconnection approval or a force majeure event. This Agreement and any applicable addendums are subject to review and approval by Kamtech Solar's corporate office. This Agreement expressly supersedes all prior written or verbal representations or agreements made by Kamtech Solar Solutions, its agents, representative or employees, or anyone else. Except as set forth in this Agreement, the Customer agrees there are no other oral or written representations of inducements, expressed or implied, any way conditioning this Agreement, and the Customer expressly disclaims their existence. **YOU ARE ENTITLED TO A COMPLETE FILLED IN AGREEMENT.** By signing this Agreement, You acknowledge that You have read and understand or that You have had competent legal representative review this contract including the *Additional Contractor Provisions and Notice of Cancellation* clauses, acknowledge receiving a complete copy of this Agreement and hereby accept this Agreement in its entirety.

Accepted by:

Authorized Representative of Kamtech Solar Solutions

X _____
Kamtech Representative Signature Printed Name of Kamtech Representative Date

X _____
Customer Signature Printed Name of Customer Date

X _____
Secondary Customer Signature Printed Name of Secondary Customer Date

NOTICE TO CUSTOMER: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. NOTICE OF CANCELLATION POLICY WITH EXPLANATION OF THIS RIGHT IS ATTACHED.

ADDITIONAL CONTRACTOR PROVISIONS

Definitions: "Customer", "Owner", and "You" means the customer identified on the contract. "Installation" means the installation services specified in this Agreement. "Kamtech Restoration Corp", "Kamtech Solar Solutions", "Kamtech Solar", "Kamtech", "KSS", "Us" and "We" is the "Contractor" and "Seller" and the Contractor's employees, agents and subcontractors. "Agreement" or "Contract" or "Transaction" means this agreement between You and Kamtech Solar Solutions, which includes this page, the Kamtech General Terms and Conditions Policy, the Invoice or Design Specifications and any other documents expressly made a part of this Agreement. "Placed in Service" means the date when the utility company approves the installation, and changes out the meter for a net meter, or as defined by local, state or federal statutes, regulations, and/or ordinances. "PV" or "Photovoltaic" means the solar panels or related parts and system of solar energy generation. Please refer to the General Terms and Conditions for additional definitions.

Progress Payment Schedule: Customer agrees to the Progress Payment Schedule above and agrees that each of the following stages will be defined as:

- *Initial Deposit (the greater of \$4,000 or 10% of the total cost after rebates): The Initial Payment is due to Kamtech when the Customer signs the contract, or at the time of 3rd Party credit approval. The initial deposit amount is \$4,000 or 10% of the total cost after rebates, whichever is greater, and will be in the form of cash or Payment Proceeds from the 3rd Party Financial Lender or Lease Provider.*
- *Equipment Payment (30% of the total cost after rebates): The Equipment Payment is due to Kamtech when the building and/or the electrical permits for the address described above have been submitted. The Equipment Payment is the agreed upon cash payment or the Payment Proceeds from the 3rd Party Financial Lender or Lease Provider.*
- *Installation Payment (50% of the total cost after rebates): Upon installation of the solar equipment at the address described above Kamtech will receive the agreed Installation Payment, in the form of cash from customer or Payment Proceeds from the 3rd Party Financial Lender or Lease provider.*
- *Completion Payment (remaining balance): The Completion Payment is due to Kamtech upon notification from the Customer's utility company of permission to operate ("PTO") the solar system at the address listed above. Payment will be in the form of cash or Payment Proceeds from the 3rd Party Financial Lender or Lease Provider.*
- *Other Incentives: All Incentives and/or Rebates, paid by government entities or utilities, and included as part of system cost are due to Kamtech upon receipt. If the Customer receives the Incentive and/or Rebate payment, the amount must be submitted to Kamtech immediately.*
- *Customer acknowledges that Kamtech reserves the right to accept payments from 3rd Party Financial Lenders or Lease Providers at adjusted or expedited schedules when provided with payments by those Lenders or Providers. Please consult with your 3rd Party Financial Lender or Lease Provider to determine when payments are released.*

Failure to Pay: In case the Customer fails to make scheduled payment when it is due, the Customer shall be considered to be in default. If the installation project has begun at the Customer's site, Kamtech reserves the right to stop all work until the payment is made. If the installation project is completed, and the Customer fails to make the payment, Kamtech shall have the right to take one of the following actions: provide a payment plan to the Customer with reasonable interest rates and a term no longer than twenty-four (24) months; or file a mechanics lien against the Customer and the property and repossess the PV System.

Time Period: The work is estimated to be completed within 120 days of approval by the finance company. This is the best estimate and is subject to change according to various factors outside the control of the Contractor. Please note that Kamtech Solar Solutions is not responsible for delays resulting from events beyond its control including, but not limited to, Change Orders, incorrect information provided by the Customer, legal encumbrances on Customer's property, or its non-conformance with building codes or zoning requirements, Customer's credit rating/financing arrangements, acts of nature, government or any third parties, labor strife, hidden/unforeseen physical/hazardous conditions, including, but not limited to, environmental hazards such as mold, asbestos, and lead paint, or Customer's noncompliance with this Agreement. Customer and Contractor agree that a definite completion date will not be of essence for the purpose of this agreement.

Customer's Responsibilities: The Customer hereby agrees to pay Kamtech Solar Solutions, for merchandise delivery and/or installation according to the terms and conditions of this Agreement. If the Customer's service address is subject to any easements, covenants or other legal encumbrances that could affect installation, the Customer agrees to let Kamtech know about them prior to the installation project. The Customer further agrees to identify or otherwise disclose known sewer, pipes, power lines at the location underground, or facilitate overhead utility lines. The Customer agrees to ensure that work areas are free of preexisting hazards, including, but not limited to unsafe physical conditions or environmental hazards and building/zoning code violations. The Customer agrees to allow the Contractor access to work areas during work hours and agrees to ensure that if the Customer has a security system it does not interfere with installation. The Customer agrees to provide power to, and as applicable, climate control in work areas. The Customer agrees not to allow unattended minors at service address while the Contractor is present and to control pets and keep them away from work areas. The Customer agrees to keep posted permits on display at all times. The Customer agrees that if anyone under the Customer's control interferes with or delays installation, the Customer may be subject to transportation/storage charges or other resulting charges. The Customer agrees to permit the Contractor to place a sign in front lawn or other prominent locations displaying the Contractor's name and contact information during and after the installation has taken place. The Customer agrees to contact Kamtech with any problems or issues with the installed system within thirty (30) days from the date the Customer became aware of the aforesaid problem. Kamtech will take reasonable measures to remedy or otherwise resolve the problem within thirty (30) days from the Customer's notice.

Customer's Responsibilities: The Customer agrees that he/she is responsible for monitoring the energy production of his/her Solar PV System, at least twice a year for three (3) years. At its option, Kamtech may dispatch its personnel to inspect the system in case the Solar PV System is not operating at specified performance goals.

Customer's Responsibility - Income Tax: Neither Kamtech nor its employees or subcontractors give income tax advice. The Customer should consult a tax professional regarding the applicability of federal or state solar tax credit his / her particular tax situation.

Customer's Responsibility - Obstructions: Obstructions may impede installation of your solar system or impact on-going system performance. You agree to allow the contractor to remove all obstructions that exist in the area designated for the solar system. Failure to remove or allow for the removal of the designated obstructions may result in additional costs/charges. Original estimation of solar production is based on current conditions of roof. Customer assumes responsibility of maintaining all trees or other obstructions at their current height(s) at time of original estimation.

Suitability of Roof for Installation: If the PV solar system is to be installed on a residential roof, Customer acknowledges that the roof is suitable to receive the system. Kamtech will comply with standard industry practices. During the process, Kamtech employees may suggest to the Customer that roof repairs are necessary or desirable. If Customer instructs Kamtech to proceed with the installation without making suggested repairs, Kamtech will install the equipment according to standard industry practices. Customer agrees to waive any liability claims against Kamtech for any roof issues other than those directly related to improper flashings of roof penetrations.

Assignment: The Customer shall not, without the prior written consent of the Contractor, assign or sublet in whole or in part Customer's interest under any of the contract documents.

Payments: Direct payments must be made by check payable to "Kamtech Solar Solutions" as specified in this Agreement. All returned checks will be subject to bank fees issued by the Contractor's bank, plus a bounced check service fee in the amount of forty dollars (\$40.00) payable with the amount due by a certified check only. Customer agrees to authorize all payments from any and all 3rd parties to Kamtech according to the schedule in this Agreement. If it is necessary to collect the payment due through legal avenues, the Customer hereby agrees that s/he will be responsible for all of Kamtech's legal fees, court costs, attorneys' fees, in addition to any other amounts allowed under applicable laws of the State of Delaware. If Customer breaches this agreement as it relates to any payments, Kamtech shall have the right to accelerate all amounts that are due and that will be due under this agreement.

Incentives: All incentives, in the form of Rebates, Green Tags, Carbon Credits, or Solar Renewable Energy Credits ("SREC"), etc., accrue to the benefit of Kamtech unless otherwise noted in the appropriate addendum. Any rebate listed on this Agreement is an estimate and the actual rebate will be calculated by the utility without affecting the purchase price.

Inspection of System: Customer agrees to give permission to required government entities to inspect the system at the Customer's site.

Liens: Kamtech reserves the right to file a UCC-1 on the PV System installed under this Agreement. Kamtech shall only release the UCC-1 after all payments are made.

Liquidated Damages: In the event the Customer breaches this agreement in any way, Kamtech shall be entitled to receive from the Customer as liquidated damages a sum equal to thirty percent (30%) of the Total Contract Price.

Termination: If You breach this Agreement, or following discovery of previously undisclosed legal encumbrances or easements on your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions such as the presence of mold, asbestos, lead paint, or any other conditions differing from what You represented, Kamtech may immediately terminate this Agreement without further obligation to You. In either event, the Customer agrees to pay Kamtech the cost of materials, labor and services already provided up to the date/time of termination, plus any other amounts allowed under applicable law.

No Liability, Limited Liability: CUSTOMER HEREBY COVENANTS AND AGREES TO ASSUME ALL RISK AND LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND DAMAGE TO THE PROPERTY ARISING OUT OF OR CAUSED BY THE OPERATION OF THE SYSTEM. OWNER HEREBY COVENANTS AND AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS KAMTECH SOLAR SOLUTIONS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS FOR DAMAGES TO PROPERTY AND INJURY OR DEATH TO PERSONS WHICH MAY ARISE OUT OF, OR BE RELATED TO, OR CAUSED BY, THE OPERATION OF THE SYSTEM OR ITS INTERCONNECTION TO AN ELECTRIC DISTRIBUTION (AS DEFINED IN THE INTERCONNECTION APPLICATION) TO COMPANY'S ELECTRICAL SYSTEM IF CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OWNER AS DETERMINED BY A COURT OF LAW. CONTRACTOR'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL CONTRACT PRICE. KAMTECH SOLAR SOLUTIONS IS NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. To remove doubt, Kamtech shall be liable if any damage or injury is caused by the gross negligence or willful misconduct of Kamtech during the installation process.

No Other Warranties: Other than the warranty stated in the General Terms and Conditions, Kamtech makes no other guaranty or warranty of any kind, including any oral or implied warranty of merchantability or fitness for a particular purpose, with respect to the service performed or the systems provided under this Agreement.

Binding Nature: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of each party.

Transfer of Title: The title of the equipment shall pass to Owner after full payment and delivery of the equipment to Owner's property, or any storage facility as directed by Owner. Up to and until the equipment had been delivered and signed for by Owner or Owner's agent, Kamtech shall retain the title for the equipment. Owner shall provide insurance coverage and adequate security for the equipment up to the completion of installation of equipment.

Notices: Notice by a party shall be given in writing in order to be effective. Any oral arrangements, representations or agreements must be in writing signed by both parties to be effective. Notice to the Customer shall be made at the address on the contract. Notice to Kamtech shall be at the following address: Kamtech Solar Solutions, 203 Sheridan Blvd, Inwood NY 11096.

Arbitration: Other than breach due to the Customer's interference with the Rebate or default of payment by the Customer described in other sections of this Agreement, any other dispute between the parties shall be decided in accordance with the latest rules and procedures as set forth by the American Arbitration Association. Parties hereby agree that any dispute or differences arising out of or in connection with this Agreement shall be determined by the appointment of a single arbitrator to be agreed between the parties. Parties further agree that the decision made by the appointed arbitrator shall be final and binding, and each party shall be responsible for its own cost and expenses related to arbitration.

Force Majeure: Kamtech shall not be liable to the Customer for any failure or delay caused by events beyond Kamtech Solar Solutions's control including, without limitation, the Customer's failure to furnish necessary information, sabotage, failure or delays in transportation or communication, discontinuation or reduction of NYSEDA's rebate program(s), failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, technical failures, acts of God, war or acts of terrorism.

Governing Law: This Agreement shall be governed by and construed in all respect in accordance with the laws of the state of Delaware.

Severability: If any part or any provision of this Agreement is held invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

by Kamtech Solar

Disclaimer Form

1. I am aware that my OFFSET is the ratio of the annual estimated solar production compared to my estimated annual electricity demand. This has been based on the given utility bill and I understand that I may be billed by my provider in the chance that my solar panels are unable to provide the needed energy due to weather, season, time of day, and/or shade. This information has been provided by me and given to my sales representative.
2. I am aware that the Tax Credits (*State and/or Federal*) are not guaranteed in any shape or form by Kamtech Restoration Corporation and I am responsible for verifying my own tax liability in order to claim the entirety of these credits if applicable. I also understand that these tax credits are non-refundable and if I need further assistance I will contact my tax professional in order to maximize my savings.
3. By signing this form, I am fully aware that I can not hold Kamtech Restoration Corporation liable for any charges I may incur due to my solar not producing up to the given production estimate.

Client Name 1 (Print): _____ **Signature:** _____ **Date:** _____

Client Name 2 (Print): _____ **Signature:** _____ **Date:** _____

Sales Representative : _____ **Signature:** _____ **Date:** _____

NAME: _____

ADDRESS: _____

THIS ADDENDUM IS IN RELATION TO THE SOLAR PHOTOVOLTAIC INSTALLATION AGREEMENT "CONTRACT FOR PHOTOVOLTAIC SYSTEM" BETWEEN SUNPOWER BY KAMTECH SOLAR (KAMTECH RESTORATION CORP.) AND _____ ("OWNER) TO TAKE PLACE AT _____ ("SITE") KAMTECH SOLAR AND OWNER MAY INDIVIDUALLY BE REFERENCED HEREIN AS A "PARTY" OR COLLECTIVELY AS THE "PARTIES".

TRANSACTION DATE: _____

YOU MAY CANCEL THIS TRANSACTION, FOLLOW THE INSTRUCTIONS IN THE SECTION BELOW.

The following cost schedule is enforceable in the event that the Owner chooses to cancel their project:

Cancellation Timeline	Fee
• Within seven (7) days of site survey	\$0.00
• Between eight (8) and thirty (30) days of site survey	\$1,275.00
• Outside of thirty (30) days of site survey	\$2,675.00
• Within two (2) days of scheduled installation	\$4,750.00

Your signature below indicates your agreement to the timeline and fee schedule in the event you choose to cancel your project post signature.

Kamtech Restoration Corp
(dba Kamtech Solar Solutions)

Owner

SIGNED

DATE

SIGNED

DATE

KAMTECH SOLAR SOLUTIONS CANCELLATION REQUEST

In the event that you wish to cancel, please sign below and email a copy to admin@kamtechsolar.com. The cancellation fee will be based on the date above and the date that the copy is received via email.

I _____, wish to cancel my solar installation with Sunpower by Kamtech Solar and agree to pay the fee associated based on the time passed from entering the installation agreement.

SIGNED _____ DATE _____

by Kamtech Solar
Addendum - All Terms Must Be In Writing

Customer Name	
Street Address	

This document is an addendum to the Contract for PV Solar System between Customer (Primary Document) and Kamtech Solar signed on _____.

All commitments made by Representative of Kamtech that are not specifically included in the Primary Document or additional addendums must be listed on this document.

No unwritten agreements will be honored by Kamtech Solar.

General Description:	Details
Description of work	I understand that my solar job will entail, but not be limited to, the installation of a tilt-kit canopy, or roof work that is included in my net system cost. By signing below, I am aware that this additional work must occur in order to install solar on my home.
Taxes	The aforementioned tax credits are not guaranteed and are based my (the homeowner's) tax appetite. These credits are approximated based on system size and cost. By signing below, I (the homeowner) understand that these tax credits will only reduce my federal, state, and property tax burden.

IN WITNESS WHEREOF, and intending to be legally bound by the terms and conditions of this Agreement, the Parties have executed this Agreement as of the Effective Date hereof.

Client Signature: _____	Rep Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

SUNPOWER®



by Kamtech Solar

NY CONTRACTOR LICENSE NUMBER: 2041797-DCA
NJ CONTRACTOR LICENSE NUMBER: 13VH09892000

To Whom It May Concern,

I, _____, authorize Sunpower By Kamtech Solar/Kamtech Restoration Corp to act on my behalf on all technical and non-technical matters pertaining to the installation of the _____ kW solar electric system to be installed at my property located at _____.

If you have any questions, please contact me by phone at _____.
or email at _____.

Signature

Date