

TERMS AND CONDITIONS

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

1. **BUYER'S RIGHT TO CANCEL** (Applicable to Home Solicitation Sales Only)
If this is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to Advance Solar & Spa, Inc. ("ADVANCE SOLAR") in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, ADVANCE SOLAR may not keep all or part of any cash down payment. Following the three (3) business days cancellation period, should you cancel this Contract (either by cancellation letter or by refusing to allow ADVANCE SOLAR to perform the work), you agree ADVANCE SOLAR keep deposit or any Prior Payment made by up to fifteen percent of the Contract price for liquidated damages.

2. **Home Owner Associations ("H.O.A"):** ADVANCE SOLAR will assist the CUSTOMER with documents for the H.O.A., however the CUSTOMER is responsible to obtain all H.O.A. approvals. The CUSTOMER is responsible for all costs related to H.O.A. If the CUSTOMER decides to proceed with the installation without the H.O.A. approval, the CUSTOMER is liable for any assessments from the H.O.A. and any additional costs for compliance with the H.O.A. CUSTOMER agrees to fully indemnify ADVANCE SOLAR for any cost related from any legal action from the H.O.A.

3. **Concealed Conditions:** This Agreement is based solely on the preside observations ADVANCE SOLAR was able to make with the structure in its current condition at the time this Agreement was bid. If any concealed or hidden issues are discovered once the work has commenced which were not visible as of the date first set forth above, construction will stop and the costs will be defined and presented to the CUSTOMER for approval in Change Order form. If CUSTOMER does not approve the Change Order, CUSTOMER may arrange to have the extra work done by another appropriate contractor at the CUSTOMER'S cost. If CUSTOMER refuses to have such extra work done by ADVANCE SOLAR or other parties, then ADVANCE SOLAR may, without prejudicing any other remedies ADVANCE SOLAR may have, give written notice of termination of the Agreement to CUSTOMER and demand payment for all completed work and materials ordered though the date of work stoppage, and any other loss sustained by ADVANCE SOLAR, including ADVANCE SOLAR'S profit and overhead at the rate of twenty percent (20%) on the balance of the incomplete work under the Agreement. Thereafter, ADVANCE SOLAR is relieved from all other duties pursuant to this Agreement, including, but not limited to, all punch list and warranty work.

4. **Financial Incentives:** ADVANCE SOLAR makes no written or verbal representations with regards to: State of Florida rebates, US Federal Income Tax Credits, Manufactures Rebates or Utility Incentives ("Incentives"). CUSTOMER shall be solely responsible for determining that applicability of such Incentives, and should consult with CUSTOMER'S attorney, financial advisors and governmental officials in this regard. CUSTOMER releases ADVANCE SOLAR from any liability with regards to the applicability of such Incentives.

5. **Damages for Defective or Nonconforming Merchandise:** In the event that the merchandise or installation are defective or nonconforming, the liability of ADVANCE SOLAR shall be limited to repairing or replacing the nonconforming merchandise or installation pursuant to the terms of the Limited Warranty stated herein. There shall be no reduction or abatement of the amounts due under this Contract in such event. ADVANCE SOLAR SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, EITHER DIRECT OR CONSEQUENTIAL.

6. **Payment for Merchandise and Installation:** Unless ADVANCE SOLAR expressly agrees to the contrary on the face of this contract, Payment is due upon receipt of an Invoice from ADVANCE SOLAR. Payments not received when due shall be subject to a monthly service charge of 1-1/2% of the balance due. In the event of default in payment, ADVANCE SOLAR reserves the right to accelerate all payments due hereunder. If this Invoice is placed in the hands of an attorney for collection, ADVANCE SOLAR shall be entitled to recover its attorney's fees and costs of collection from the CUSTOMER. All parties agree that jurisdiction and venue shall be in Lee County Florida or Broward County Florida.

7. **Default:**
(a) By CUSTOMER: ADVANCE SOLAR shall have the right to stop all work on the project and keep the job idle if CUSTOMER is in default, including, but not limited to, if payments are not made to ADVANCE SOLAR in accordance with the Schedule of Progress payments in this Agreement or if CUSTOMER repeatedly fails or refuses to furnish ADVANCE SOLAR with access to the job site and /or product selections or information necessary for the advancement of ADVANCE SOLAR'S work. Simultaneous with stopping work on the project, ADVANCE SOLAR must give CUSTOMER written notice of the nature of CUSTOMER'S default and shall also give the CUSTOMER a ten (10)-day period in which to cure this default.

If work is stopped due to CUSTOMER'S default for a period of ten (10) days, and CUSTOMER has failed to cure its default, then ADVANCE SOLAR may, without prejudicing any other remedies ADVANCE SOLAR may have, give written notice of termination of the Agreement to CUSTOMER and demand payment for all completed work and ADVANCE SOLAR'S profit and overhead at the rate of twenty percent (20%) on the balance of the incomplete work under the Agreement. Thereafter, ADVANCE SOLAR is relieved from all other duties pursuant to this Agreement, including, but not limited to, all punch list and warranty work.

(b) By ADVANCE SOLAR: In the event of default by ADVANCE SOLAR, CUSTOMER shall provide notice of such default and must also give ADVANCE SOLAR a thirty (30) day period in which to cure this default. If ADVANCE SOLAR fails to cure such default within thirty (30) days from receipt of such notice, CUSTOMER may terminate this Agreement. In the event that CUSTOMER terminates this Agreement pursuant to this Section, CUSTOMER'S remedies shall be limited to a reimbursement of any money CUSTOMER paid to ADVANCE SOLAR for work that was not completed as of the date of termination.

8. **Limited Warranty:** In addition to the manufacture's warranty ADVANCE SOLAR offers the following limited warranty.
(a) For a period of One (1) year from the date of receipt of equipment or installation (at the place of installation), if applicable, ADVANCE SOLAR will repair or replace any equipment, which is defective in materials or workmanship. This limited warranty does not cover defects which result from misuse, abuse, fire, acts of God, improper handling of the equipment by persons not in the employ of ADVANCE SOLAR, vandalism, or freeze damage. THIS LIMITED WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

(b) CUSTOMER understands and acknowledges that proper operation of the equipment purchased hereunder is dependent upon CUSTOMER'S existing roof, plumbing, electrical, structural, mechanical, and/or pool equipment. ADVANCE SOLAR shall have no obligation or liability for the condition thereof or any other part of CUSTOMER'S existing roof, plumbing, electrical, structural, mechanical and/or pool equipment. ADVANCE SOLAR shall further have no obligation in the event that the equipment purchased hereunder is unable to properly function due to the condition of CUSTOMER'S existing roof, plumbing, electrical, structural, mechanical, and/or pool equipment.

(c) It is understood and agreed by CUSTOMER that ADVANCE SOLAR'S liability, and CUSTOMER'S sole remedy whether in contract or tort, shall not exceed the return to CUSTOMER of the amount of the Invoice actually paid by CUSTOMER, reduced by ADVANCE SOLAR'S expenses relating to the providing of equipment and services to CUSTOMER. Under no circumstances shall ADVANCE SOLAR be liable for any special, incidental, consequential, or other damages incurred by CUSTOMER, its agents, employees, contractors, representatives, heirs, successor, assigns or administrators. Such waiver shall include damages for personal injury, property damages, lost profits, repair or replacement of equipment, or any other damages. No action, regardless of form, arising out of the relationship between CUSTOMER and ADVANCE SOLAR may be brought by CUSTOMER more than one (1) year from the date of the Invoice form ADVANCE SOLAR to CUSTOMER.

(d) ADVANCE SOLAR provides a limited warranty for all roofing penetrations made by ADVANCE SOLAR for the equipment installation for a period of one (1) year. It is entirely possible that the equipment installation may void the roofing warranty of the roof manufacturer and/or installer. ADVANCE SOLAR assumes no responsibility in relation to the roofing warranty, whether voided or not, after the installation of the equipment. ADVANCE SOLAR advises CUSTOMER to check with its roofer or builder to gain a better understanding of the warranty impacts that the equipment will have on their existing roof. ADVANCE SOLAR will not warrant any roofing related issues outside the scope of the equipment installation.

(e) At all times ADVANCE SOLAR will take every necessary precaution to avoid any type of damage to the CUSTOMER'S roof, however, tile roofs can be fragile and tile damage may occur. If during installation tile damage should occur to your roof, ADVANCE SOLAR agrees to repair or replace the damaged tiles at their sole discretion. Since tile batches vary, ADVANCE SOLAR will due its best to match color and style, however they may not be identical. Should the CUSTOMER elect to hire an outside roofing contractor to repair the damaged tiles, ADVANCE SOLAR shall have no liability for any of the costs.

9. **Placement:** ADVANCE SOLAR will be the sole determinate of the placement of the equipment. At the time of installation, the crew may need to make changes to the location of the equipment, due to space constraints or unforeseen obstacles. If the CUSTOMER requests other placement, ADVANCE SOLAR is released from any claims regarding the efficiency of the equipment. Once the equipment is installed the CUSTOMER is responsible for any cost for relocating the equipment.

10. **Performance:** Performance of any system can vary due to many factors, therefore ADVANCE SOLAR does not guarantee or warranty any specific performs of any of its equipment.

11. **Exclusions:** Unless specifically included, this Agreement does not include labor or materials for the following work: removal and/or disposal of any materials containing asbestos or any other hazardous material as defined by the EPA; moving CUSTOMER'S property around the site; correction of concealed substandard framing; removal and replacement of existing rot or insect infestation; structural framing work for any part of the roof or structure; for correcting any pre-existing code violations on the property or in effect against the owner; painting of pipes; programming of existing equipment; repair of damage to existing equipment; repair of damage to roadways, sidewalks, pavers, deck, or driveways that could occur when construction equipment and vehicles are being used in the normal course of construction; landscaping; cost of correcting errors and omissions by any other contractor or subcontractor; cost of correcting/testing/remediating mold/fungus/mildew & organic pathogens; all costs associated with repairing any roofing damage resulting from a substandard roof or substandard roof installation thereof; if trenching area contains rock or coral formations, tree stumps or roots, boulders, septic tanks, gas lines, water lines, electrical or phone cables, soil or ground conditions that will interfere with the standard trenching; repair of landscaping, grass or pavers damaged during installation; and all additional costs associated with any increase in the Scope of ADVANCE SOLAR'S Work required by plan checkers or field inspectors with city or county building/planning departments that are not already contained in the Scope of ADVANCE SOLAR'S Work above.

12. **Authorized Use of Photographs:** CUSTOMER hereby agrees and gives permission to ADVANCE SOLAR to use pictures of the installed equipment for future marketing of ADVANCE SOLAR products and services. ADVANCE SOLAR hereby agrees to limit the use of pictures of the CUSTOMER'S premises or property to the sole purpose of marketing ADVANCE SOLAR products and services.

13. **Authorized Approval:** This sale is contingent upon this proposal/purchase order being signed by one of the following authorized officers of ADVANCE SOLAR. No other person shall have any authority to sign on behalf of ADVANCE SOLAR and any such signature shall not bind ADVANCE SOLAR.

14. **Entire Agreement:** This agreement and any other documents furnished to CUSTOMER by ADVANCE SOLAR constitutes the entire agreement of the parties. Any variance from such terms must be in writing and initialed by CUSTOMER and by an authorized representative of ADVANCE SOLAR to be binding.