

# Supply and Installment Agreement

**WSB Electric Inc.**  
 3032 Market Street  
 Oakland, CA 94608

CSLB #371982  
 Electrical C10

<b>Homeowner ("Client", "Customer" or "You")</b>		
Homeowner Name:	Co-Homeowner Name: <span style="float: right;">(if applicable)</span>	
Phone:	Phone:	
<b>Installation Address ("Property")</b>		
<b>Total Installed System Price ("Contract Price")</b>	<b>Deposit</b>	
\$ _____	\$ _____ (due on Effective Date)	
<b>Description of the System to be Installed ("System")</b>		
System Size: _____ kW	Additional Components   Allowances   Notes   Variances	
Panels: _____		
Inverters: _____		
<b>Signatures</b>		
<b>WSB Electric Inc.</b>  By: _____ Title: _____ Name: _____ Date: _____	<b>Homeowner</b>  _____ [autofill Homeowner name here]  Date: _____	<b>Co-Homeowner</b>  _____ [autofill Co-Homeowner name here]  Date: _____

*The information below is for WSB Electric Inc. internal use only, and is not part of the Agreement*

<b>HOA Information</b>	<b>Sales Consultant</b>	
HOA Name: _____	Name: _____	
HOA Mgmt. Co.: _____	Phone: _____	Email: _____
<b>Financing Details</b>		

## Terms and Conditions

### ARTICLE 1 PARTIES

This Supply and Installation Agreement (this “Agreement”) is made and entered into as of the date of the last signature on the cover page hereof (the “Effective Date”) by and between WSB Electric Inc. (“Contractor”) and you (“Client”). WSB Electric Inc. and you are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

### ARTICLE 2 WORK

2.1 Work. Contractor shall provide you the following services on the terms set forth in this Agreement (the “Work”):

- Install the System and its components as described on the cover page, which includes design, supply and installation of all photovoltaic panels, inverter(s), AC & DC disconnects, wiring, conduit and overcurrent protection, and racking placement;
- Obtain necessary permits;
- Provide all labor, material, equipment, taxes, supervision and delivery to furnish and install the entire System as specified under the terms of this Agreement;
- Conduct related filling and compaction;
- Coordinate building, electrical and utility inspections;
- Start up and test the completed System; and
- Additional works described in the Notes field on the cover page

2.2 Exclusions. Any alteration or deviation from the above specifications, including but not limited to any additional material and/or any labor costs incurred by such alteration or deviation, are not part of the Work, and shall only be executed pursuant to ARTICLE 6 of this Agreement, with the costs solely borne by you. These alteration and deviation include but are not limited to:

- Upgrade of existing main service panels, sub-panels or switchboards, if needed;
- Upgrade, replacement or repair of existing roof, or supporting roof structure;
- Tree removal, fencing, weed abatement, curbing, gravel or landscaping;
- Non-standard ground work (such as on difficult soil conditions);
- Additional grading, rock/boulder removal, blasting, coring, soil testing, compaction for footings, and trenching;
- Structural engineering calculations or analysis of existing structures;
- Habitat studies, additional inspections or fees of any type;
- Additional permitting requirements by local building authorities or jurisdictions, such as zoning, land use, architecture, planning, habitat, environmental, etc.; and
- Additional exclusions described in the Notes field on the cover page.

2.3 Standard of Performance. Contractor shall perform all Work in a good and workmanlike manner, and in accordance with applicable law and the terms of this Agreement.

### ARTICLE 3 PROPERTY

3.1 Property. Contractor shall install the System on the Property. Within thirty (30) days of the Effective Date, you shall make the Property available to Contractor for performance of the Work.

3.2 Ownership, Owner Consent and Right to Install. You represent that all owners of the Property have signed this Agreement and that you have the right to enter into this Agreement and to install the System on the Property.

3.3 Site Inspection. You agree to allow Contractor and construction professionals (including engineer, architect, licensed contractors, or their representatives) hired by Contractor to access the Property to inspect any buildings and roofs prior to the installation of the System to ensure that the Property can accommodate the System.

3.4 Access Rights. You grant to Contractor and the Subcontractors the right to access all of the Property for the purposes of (a) designing, installing, constructing, testing, operating, maintaining, repairing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System, and performing Contractors' obligations under this Agreement; (b) installing, testing and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (c) taking any other action reasonably necessary in connection with designing, installing, constructing, testing, operating, maintaining, repairing and replacing the System. This access right shall continue for up to ninety (90) days after the later of the termination of this Agreement.

3.4.1 Reasonable Notice. Contractor shall provide you with reasonable notice of its need to access the Property whenever reasonable.

3.4.2 No interference. During the time that Contractor has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

3.5 Removal of Hazardous Materials. You agree to provide a safe and secure work environment at the Property during the term of this Agreement. You shall be responsible for removal and any costs incurred of hazardous materials, including asbestos, PCBs, petroleum, or hazardous waste material uncovered or revealed at the Property. If any hazardous materials are discovered, Contractor may immediately cease all the Work in connection with such hazardous condition(s) in any affected area(s). Contractor shall not be required to resume the Work until you delivers written proof of all required local building authority permits related to: (i) specifying that such condition(s) and all affected area(s) have been rendered safe by the building authorities for the resumption of Work, or (ii) specifying any special conditions under which the Work may resume safely. Any work stoppage due to unavailability of the Property does not relieve your obligation to fulfill this Agreement.

## **ARTICLE 4 PAYMENT**

4.1 Price. In consideration of performance of the Work and installation of the System, you shall pay to WSB Electric Inc. the Contract Price, as defined on the cover page. The Contract Price shall be paid in full upon Completed Installation.

4.2 Deposit. Upon the Effective Date, you shall pay to Contractor a deposit in an amount provided on the cover page to WSB Electric Inc. (the "Deposit"). Contractor agrees to refund the full amount of the Deposit if you cancel the Agreement within three (3) days following the Effective Date. Any cancellation after three (3) days following the Effective Date will cause a forfeiture of the Deposit. If neither Party cancels the Agreement, the Deposit shall be applied to the Contract Price. This Section 4.2 does not apply if the Deposit as provided on the cover page is zero (\$0).

4.3 Past Due Amount. Past due amounts shall accrue interest from the date such amounts were due until the date paid at an interest rate equal to the lesser of 10% per annum and the maximum rate permitted by law.

## **ARTICLE 5 TIME FOR PERFORMANCE; TITLE OF WORK**

5.1 Commencement. Contractor shall commence performance of the Work at the Property ("Commencement") within thirty (30) business days from the date of receiving all required permits, or the date the Property is ready for installation, whichever comes later. Following Commencement, Contractor shall diligently proceed to achieve Completed Installation.

5.2 Completed Installation. "Completed Installation" means the System is fully installed and is ready for start-up and testing.

5.3 Guaranteed Completion. Except as otherwise provided herein, Contractor shall achieve Completed Installation within sixty (60) days from Commencement (the “Guaranteed Completion Date”).

5.3.1 Extension. WSB Electric Inc. retains the right to modify the Guaranteed Completion Date due to Force Majeure Events, Customer-Caused Delay, and other circumstances that are beyond the control of WSB Electric Inc., including but not limited to:

- Product delivery time constraints by manufacturer(s);
- Availability of your selected equipment
- Completion of your financing;
- Permit process;
- HOA’s approval process.

5.3.2 Title of System. Prior to Completed Installation, WSB Electric Inc. has good title to all of the System Assets. “System Assets” means all the Work and all materials delivered to the Property, whether or not actually incorporated in the System or the Property. Upon your payment of the Contract Price, legal title and ownership of the System shall pass to Client.

## **ARTICLE 6 CHANGED CONDITIONS**

### 6.1 Right to Cancel.

6.1.1 Site Inspection Result. After site inspection by WSB Electric Inc. as set forth in Section 3.3, WSB Electric Inc. may cancel this Agreement and propose a new agreement, based on the site inspection result.

6.1.2 New Conditions. In the event that WSB Electric Inc. discovers new conditions of the Property which were not discovered or revealed before the Effective Date, or in the event that environmental concerns unexpectedly arise and require involvement and/or further permits from local building authorities, WSB Electric Inc. shall have the right to cancel this Agreement and propose a new agreement.

6.1.3 Customer’s Right to Cancel. If WSB Electric Inc. elects to cancel this Agreement and propose a new agreement, Customer shall have the right to accept or reject the new agreement. Until such new agreement is in place, all Work shall cease.

## **ARTICLE 7 LIMITED WARRANTY**

7.1 Free of Material, Construction and Workmanship Defect. Subject to the limitations and other provisions of this Agreement, WSB Electric Inc. warrants that the Work and the System will be free from defects in material, construction and workmanship ten (10) years following the Completed Installation (the “Limited Warranty”). Any claim under the Limited Warranty must be made before the expiration of the Limited Warranty.

7.2 Warranty Exclusion. The Limited Warranty excludes products not manufactured by WSB Electric Inc. You shall be entitled to all warranties, if any, provided by the manufacturers of the components, accessories and equipment that are not manufactured by WSB Electric Inc., but which WSB Electric Inc. installs. These items generally include, but are not limited to, solar panels, inverters, and disconnect switches. WSB Electric Inc. does not expressly warrant these items because it is not involved in the manufacturing process. Occasionally, a component, accessory or item of equipment will be unavailable for reasons beyond WSB Electric Inc.’s control. If this should occur, WSB Electric Inc. shall have the right to substitute a reasonable equivalent item. The Limited Warranty excludes any measuring or monitoring equipment or service.

7.3 Other Exclusions. The Limited Warranty does not extend to (a) normal wear and tear; or (b) damage or failure caused by (i) abuse or material neglect of you, unless such action or inaction was taken or not taken, as the case may be, in reliance on written instructions provided by WSB Electric Inc., (ii) modifications not performed by or through WSB

Electric Inc. or an affiliate of WSB Electric Inc. or in a manner materially inconsistent with or contrary to the written information or written instructions provided by WSB Electric Inc. or contained in the vendor manuals provided by WSB Electric Inc., (iii) the negligent acts or omissions of you or your separate contractors, (iv) defects or deficiencies attributable to Force Majeure Events, (v) failure by you to properly maintain or operate the System, or (vi) defects caused by the failure of the structural integrity of the support system by reason of any earth or fill ground movement.

7.4 Repair and Replacement. If you discover a breach of the Limited Warranty and make a timely claim, then, as your sole and exclusive remedy, WSB Electric Inc. shall repair or replace the defective Work. WSB Electric Inc. shall commence and complete such repairs or replacements within a reasonable time after receipt of your notice of warranty claim. If a failure cannot be corrected by WSB Electric Inc.'s reasonable efforts, the Parties will negotiate an equitable adjustment in the Contract Price.

7.5 Disputes of Breach of Warranty. If WSB Electric Inc. disputes whether a breach of warranty has occurred, any tests of the System shall be as mutually agreed, and WSB Electric Inc. shall be notified of and may be present at all tests that may be performed.

7.6 Exclusive Remedy. The Limited Warranty is the exclusive remedy for defects in material and workmanship provided under this Agreement, and is provided in lieu of all other warranties, express or implied. On expiration of the Limited Warranty, all liability of WSB Electric Inc. for breach of warranty shall terminate. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

## **ARTICLE 8 FORCE MAJEURE EVENTS; CUSTOMER-CAUSED DELAY**

8.1 Force Majeure. For purposes of this Agreement, the term "Force Majeure Event" shall mean any event, condition or circumstance that delays or prevents a Party from timely performing obligations under this Agreement, or from complying with conditions required under this Agreement if such act or event, condition or circumstance, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, to the extent that the foregoing conditions are satisfied, war, sabotage, riots, insurrection, civil unrest or disturbance, military or guerilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out; inclement weather, earthquake, abnormal weather condition or actions of the elements, hurricane, flood, lightning, wind, drought, volcanic eruption, Acts of God; unavailability of materials acceptable to WSB Electric Inc., fires, explosions, strikes, concurrent construction at Property affecting solar installation, government prohibitions, action or inaction of government or local utility, or acts or omissions of other persons.

8.2 Customer-Caused Delay. For purposes of this Agreement, "Customer-Caused Delay" means delays caused by your failure to comply with your obligations under this Agreement, and any other delays caused by you, your agents, or separate subcontractors.

8.3 Performance Excuse. On account of any ongoing Force Majeure Event, each Party shall be excused from performance of its obligations under this Agreement, other than payment obligations. WSB Electric Inc. shall have the right to cancel this Agreement upon the occurrence of any Force Majeure Event or Customer-Caused Delay impacting the performance of the Work.

## **ARTICLE 9 DEFAULT; TERMINATION**

9.1 Default by WSB Electric Inc. WSB Electric Inc. will be in default under this Agreement if any of the following occurs:

- a) failure to perform its obligations under this Agreement which remains uncured thirty (30) days after receipt of notice of default; or
- b) WSB Electric Inc. admits in writing its insolvency, files or there is filed against it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.
- c) Remedies in Case of Default by WSB Electric Inc. If WSB Electric Inc. is in default under this Agreement, you may:
  - d) terminate this Agreement; or
  - e) pursue any other remedy available to you in this Agreement or by law.

9.2 Default by Customer. You will be in default under this Agreement if any one of the following occurs:

- a) you fail to make any payment when it is due and such failure continues for a period of five (5) days;
- b) you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of thirty (30) days after written notice;
- c) you have provided any false or misleading financial or other information to obtain this Agreement;
- d) you assign, transfer, encumber, sublet or sell this Agreement or any part of the System without WSB Electric Inc.'s prior written consent; or
- e) you make an assignment for the benefit of creditors, admit in writing its insolvency, file or there is filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity.
- f) Remedies in Case of Default by Customer. If you are in default under this Agreement, WSB Electric Inc. may take any one or more of the following actions. If the law requires WSB Electric Inc. to do so, WSB Electric Inc. will give you notice and wait any period of time required before taking any of these actions. WSB Electric Inc. may:
  - g) terminate this Agreement;
  - h) suspend the performance of this Agreement;
  - i) take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;
  - j) require you, at your expense, to return the System or make it available to us in a reasonable manner;
  - k) proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your breach;
  - l) disconnect, turn off or take back the System by legal process or self-help, but WSB Electric Inc. may not disturb the peace or violate the law;
  - m) report the non-operational status of the System to your utility informing them that you are no longer net metering;

- n) charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- o) recover from you (A) all unpaid Contract Price, taxes, and all or any other sums then due and owing, and (B) seek a pre or post judgment lien or similar security interest on or against your home;
- p) recover from you all direct and indirect, internal and external expenses incurred in partial completion of the Work, plus 15% profit thereon; or
- q) pursue any other remedy available to WSB Electric Inc. in this Agreement or by law.

9.2.2 Multiple Remedies. By choosing any one or more of these remedies, WSB Electric Inc. does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, WSB Electric Inc. does not give up our right to use that remedy in case of a subsequent default.

9.2.3 Reimbursement. You agree to repay WSB Electric Inc. for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse WSB Electric Inc. for any direct and indirect, internal and external costs and expenses WSB Electric Inc. incurs, plus 15% profit thereon, relating to the System’s return resulting from early termination.

9.3 Non-Default Terminations. If any of the following event arises, either Party may termination this Agreement without further liabilities or obligations on either party: (a) issuance of an order of a court or other public authority having jurisdiction which requires all the Work to be stopped; or (b) Force Majeure Event that lasts more than 365 days. WSB Electric Inc. may termination this Agreement if there is a failure to obtain all permits and governmental approvals required for performance of the Work.

## **ARTICLE 10 INDEMNITY**

To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party from and against any and all loss, damage, expense and liability, including fines, penalties, court costs and reasonable attorneys’ fees (collectively, “Liabilities”) incurred by such first Party in connection with or arising from any third-party claim for physical or other damage to or physical destruction of property or death of or bodily injury to any person to the extent caused by (a) any breach or violation of or default under this Agreement or any applicable legal requirements by; or (b) any willful misconduct or gross negligent acts or omissions of the second Party or its agents, subcontractors or employees or others under its control, provided, however, that in no event shall a Party be obligated under this section to the extent such Liabilities arise due to the negligence or willful misconduct of the other Party or any third party.

## **ARTICLE 11 LIMITATIONS OF LIABILITY**

11.1 Limitation of Liability. WSB Electric Inc.’s total liability to you, from any and all causes (including all claims under the warranties described in this Agreement), whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed the Contract Price.

11.2 No Consequential Damages. NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY’S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT. THIS LIMITATION WILL NOT BE INTERPRETED TO RESTRICT A PARTY’S INDEMNITY OBLIGATIONS WHERE SUCH OBLIGATIONS EXIST PURSUANT TO THIS AGREEMENT.

## ARTICLE 12 GENERAL PROVISIONS

12.1 Governing Law. This Agreement is governed by the laws where the Property is located.

12.2 Notices. All notices given by either Party hereunder must be in writing and delivered by personal delivery, certified mail (return receipt requested), or overnight courier. A notice shall be deemed received upon personal delivery, the promised delivery date after deposit with a reputable overnight courier, or five (5) days after deposit in the mail. Notices to either Party shall be sent to the respective address provided on the cover page or other address as provided in writing.

12.3 Arbitration and Attorney's Fees. All claims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, shall be submitted to arbitration in Murrieta, California. The rules and procedures of such arbitration will be the Construction Industry Rules of the Judicial Arbitration and Mediation Services ("JAMS") unless the Parties mutually agree in writing otherwise. The decision of the arbitrator(s) shall be final, conclusive and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. The prevailing party in any arbitration or court proceeding shall be entitled to its reasonable attorneys' fees and all related costs and expenses.

12.4 Survival. Subject to the limitations and other provisions of this Agreement, Exhibit A, Exhibit B, ARTICLE 7, ARTICLE 10, ARTICLE 11, and ARTICLE 12, as well as any other provision that, in order to give proper effect to its intent, shall survive the expiration or earlier termination of this Agreement.

12.5 Assignment. Neither party may assign any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the forgoing, WSB Electric Inc. may, without consent of Customer, assign this Agreement to any affiliate of WSB Electric Inc. Any purported assignment in violation of this Section 12.5 shall be null and void.

12.6 Right to Subcontract. WSB Electric Inc. shall have the right to subcontract the performance of the Work and any other duties or obligations under this Agreement to a third party (a "Subcontractor"). In all cases, WSB Electric Inc. shall be responsible and liable for the acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by WSB Electric Inc. or its employees, and shall be responsible for all fees and expenses payable to any Subcontractor.

12.7 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.8 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

12.9 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12.10 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by



facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and the Parties are not bound by any oral expression or representation by any agent of either Party purporting to act for or on behalf of either Party or by any commitment or arrangement not specified in this Agreement. Any plans, specifications, and other data furnished with or in connection with this Agreement are descriptive of the specifications and terms and conditions contained herein, and in case of conflict between the provisions stated in the plans and specifications or other data, and the terms of this Agreement, the terms of this Agreement shall prevail.

## Notice of Right to Cancellation

Section 7018.5 California Contractors License Law

NOTICE TO OWNER THE LAW REQUIRES THAT, BEFORE A LICENSED CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE.

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing; your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder that then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

The Notice of Cancellation, regarding your right to cancel this contract, is attached hereto and made a part to this contract.

**Notice of Cancellation** \_\_\_\_\_ (enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, payments made under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice. Additionally, any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the 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 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to 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, to:

**WSB Electric Inc., LLC**  
**3032 Market Street**  
**Oakland, CA 94608**  
**CA License# 501235**

No later than midnight of \_\_\_\_\_ (date)

I hereby cancel this transaction \_\_\_\_\_ (date)

(Buyer's Signature) \_\_\_\_\_ ]

**ARTICLE 13**  
**MAINTENANCE AND REPAIRS; EXPANSION**

13.1 Inspection of System. You agree that WSB Electric Inc. shall have the right, with prior notice and at times reasonably agreed to by you, to inspect the System to determine if you have complied with the conditions set forth in this Exhibit A. In the event that any inspection discloses that you have failed, on or prior to the date of such inspection, to be in compliance with any of your obligations, then for purposes of calculating the Production Year Deficit Payment, if any, the performance of the System during such compliance failure shall be deemed equal to the average performance of the prior Production Years during the same time period.

13.2 Maintenance and Repair. You irrevocably grant to WSB Electric Inc. the right, during the Performance Guarantee Term, to repair, replace, and maintain the System and appurtenant equipment, and to conduct on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. You shall cooperate fully with the exercise of such right by WSB Electric Inc. pursuant to this Section. You shall further cooperate with WSB Electric Inc.' performance of this Performance Guarantee by providing utility information, and/or additional information as reasonably requested by WSB Electric Inc..

13.3 Expansion and Relocation. In the event an unforeseeable shading condition not caused by WSB Electric Inc. exists and continues for five (5) days, you agree that WSB Electric Inc. shall have the right to expand or relocate the System, or otherwise the Guaranteed Annual kWh for that Production Year or any future Production Years shall be reduced based upon such shading condition, and WSB Electric Inc. will present you with a proposed reduction to the Guaranteed Annual kWh for that Production Year or any future Production Years reflecting such interference.

13.4 Expenses. You agree that if the System needs any repair that is not the responsibility of WSB Electric Inc. under this Agreement, or if the System needs to be expended or relocated to facilitate remodeling of the Property, you will have WSB Electric Inc., or another similarly qualified service provider approved by WSB Electric Inc., perform such repairs and relocation at your expense.

**ARTICLE 14**  
**NO SAVINGS GUARANTEE**

14.1 No Savings Guarantee. WSB Electric Inc. provides no warranty or guaranty with respect to any cost savings from use of the System. Electric usage and savings are determined by many factors including but not limited to utility rates, amount of power used and loads applied from within and around the property any and all of which can cause a shift in the total amount of power needed to create savings.

