

## SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The **TOTAL COST** for the solar energy system (including financing and energy / power cost if applicable) is: \$ \$53,404.00.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at [www.cslb.ca.gov](http://www.cslb.ca.gov) (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

### Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.



Regal Solar Electric, Inc. is a wholly owned subsidiary of Better Earth, Inc.



## Residential Installation Contract

### 25 Year System Production Warranty

Homeowner (“Customer or Property Owner”)	
Homeowner Name: Paul Lima	Co-Homeowner Name:
Phone: (323) 884-8512	Phone:
<b>Installation Address (“Property”):</b> 1509 Calle Castana Bakersfield, CA 93309	
Total Installed System Price (“Contract Price”)	\$ 53,404.00
Total Federal Tax Credit (Estimated)	\$ 13,885.04
Total State Credit (Estimated)	\$
Total Estimated Credits	\$
Total System Cost After Credits	\$ 39,518.96
Cash (Check if Cash)	_____
Finance (List Finance Company if Financed)	LoanPal
Deposit (due on Effective Date)	\$
Final Payment Due Upon Install	\$ 0
Description of the System to be Installed (“System”)	
System Size 10.56 kW	Eligible Upgrades:  Re-Roof • EV Charger • Storage  Upgrade: _____ Upgrade Total Cost: _____  Upgrade: _____ Upgrade Total Cost: _____
# of Modules: 33	
Module Brand: Hanwha Q CELLS 320W	
Module Watts: 320	
Inverter Brand: SolarEdge	Upgrade: _____ Upgrade Total Cost: _____

Signatures		
Regal Solar Electric Inc.	Homeowner (“Customer”)	Co-Homeowner (“Customer”)
By: <i>Zain Jan</i> 4a67257edc444c6eadac5e7cc068a9b6a36dfc589a9 Title: CEO Name: Zain Jan Date: 10/15/20	By: <i>Paul Lima</i> fd3a7c1ddd76e91f36c720965936a4bdcf305ae64c8c Title: Name: Paul Lima Date: 10/15/20	By: Title: Name: Date: 10/15/20

The Customer will receive a completed and signed copy (signatures of company and Customer) of this agreement before any work is started. The Customer may require the installation contractor to have a performance and payment bond.

HOA Information	Sales Consultant
HOA Name: HOA Mgmt Company:	Name: Kyle Lowy Phone:(815) 690-5543 Email: kyle.lowy@bettereearth.solar
Payment Details:	

## OUR PROMISE TO YOU

1. We provide a 25 year performance guarantee
2. We warrant all of our roofing work
3. We warranty, repair and maintain the system for 25 years
4. We provide 24/7 web-enabled monitoring at no additional cost
5. We provide “turn-key” installation

## COMPONENT DETAILS

PL (Customer Initial) to acknowledge you understand that the make and model of the major components of the distributed energy generation system are listed above.

## DISCLOSURES

PL (Customer Initial) Customer acknowledges the following are true and correct and understand that these acknowledgements are an essential part of this agreement:

You, the Customer, have not been promised anything in addition to the terms outlined in this Agreement.

You, the Customer, acknowledge that any proposals presented are estimates only, based on information provided by you, using assumptions described within the proposal. Estimates are based on you continuing the same amount of electric usage. Increased usage of electricity WILL result in additional cost to you.

You, the Customer, understand and agree that this Agreement supersedes and replaces any proposals, written or verbal promises, or other agreements provided prior to signing this Agreement.

You, the Customer, acknowledges that the system Watt size is based on the manufacturer's stated panel DC Watt output rating.

You, the Customer, acknowledge that the estimates in any proposals, this Agreement or the final approved permit and plans that describe the electric output of the System are estimates only that can be affected by many conditions outside of the control of Regal Solar Electric and understand and accept that Regal Solar Electric only makes guarantees as to the actual electrical output (kWh) as pertains to the Production Guarantee (Article 22).

You, the Customer, acknowledge that the system described herein is designed by Regal Solar Electric or by third-party services based on many factors and hereby accept the design and plan, realizing it may not be the most efficient possible design and layout and may not include the best materials available at the time of installation.

You, the Customer, acknowledge that monitoring is provided by the manufacturer with 5 years prepaid service and not by Regal Solar Electric. Due to ongoing changes in cellular data infrastructure, Regal Solar Electric is unable to warranty the cellular data monitoring beyond this time frame. However, Regal Solar intends to provide monitoring in a potentially different form for an additional 20 years. You agree to provide immediate written notice to Regal Solar Electric if you believe any warranty issues arise. If it is determined that the production issues are not related to workmanship warranty, you agree to pay Regal Solar Electric industry standard costs for troubleshooting and travel to the installation site.

You, the Customer, acknowledge that there are no radio or other devices operated on the premises that would interfere with the monitoring system and release all liability to Regal Solar Electric for any losses or damages if such devices are operated on the premises now or in the future.

You, the Customer, acknowledge Regal Solar Electric is not a manufacturer of the materials installed on the home. Manufacturer defects or production guarantees by the manufacturer fall under the manufacturer warranty and not the workmanship warranty or any other Regal Solar Electric warranty.

You, the Customer acknowledges they are responsible for obtaining insurance coverage for any loss or damage to the system. You should consult an insurance professional to understand how to protect against the risk of loss or damage to the system. You should also consult your home insurer about the potential impact of installing a system.

All portfolio energy credits or incentives shall be retained by you, the Customer, if applicable (if the system qualifies for any energy credits or incentives).

Regal Solar Electric provides no warranty or guarantee 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 consumed, and demand loads applied from within and around the property, and are outside of Regal Solar Electric's control. These and other factors can cause a shift in the total amount of power needed to create savings.

Regal Solar Electric's Performance Guarantee applies to only Solar + Storage installation, and does NOT apply to installations of storage only, on a previously installed solar system.

All obligations covered under all warranties are transferable to a subsequent purchaser of your home.

# TERMS AND CONDITIONS

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 Regal Solar Electric Inc. ("Company"), and the Customer. Company and the Customer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

Company / Contractor: Regal Solar Electric Inc.  
5020 Pacheco Blvd, Martinez CA 94553  
Phone # 925-433-3463  
License# 1024460

## 1. Work

Company shall provide the Customer 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, 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, signed by both parties.

## 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 if listed as additional work on page 1 of this contract, with the costs solely born by the Customer. These alteration and deviation include but are not limited to:

- Upgrade of existing main service panels, transformers, 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, initialed by both parties.

### 3. Property

Ownership - Owner Consent Right to Install and Agent Authority; The Customer represents that at least one owner of the Property has signed this Agreement, and/or the agent has the authority to sign this Agreement, and that the Customer has the right to enter into this Agreement and to install the System on the Property.

Site Inspection - The Customer agrees to allow the Company and construction professionals (including engineer, architect, licensed contractors, or their representatives) hired by the Company 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.

Access Rights - The Customer grants to the Company 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 the Company's obligations under this Agreement; (b) installing, testing and maintaining electric lines and inverters and meters, necessary to interconnect the System to the Customer's 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; or (d) repair of any damage to roof, wall or any part of the property determined by the Company to be caused by the installation of the System. This access right shall continue for up to ninety (90) days after the system is operational.

- Reasonable Notice. The Company shall provide the Customer with reasonable notice of its need to access the Property whenever reasonable.
- No interference. During the time that the Company has access rights the Customer 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.
- Prevention of Access- Any act, negligence or omission of the Customer, its representative or by third party that prevents or delays the Company from performing its obligations under this Agreement shall not be counted against the time of performance set in this Agreement. The Company shall not be responsible for any resulting loss or damage from such delay.
- Removal of Hazardous Materials - The Customer agrees to provide a safe and secure work environment at the Property during the term of this Agreement. The Customer 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, the Company may immediately cease all the Work in connection with such hazardous condition(s) in any affected area(s). Any work stoppage due to unavailability of the Property does not relieve the Customer's obligation to fulfill this Agreement.

### 4. Start and Completion of Work

The Company shall install the System on the Property within thirty days (30) days of permit being issued, or the Date Property is ready for installation, whichever is later. The Customer shall make the Property available to the Company for performance of the Work.

**Install Completion** - the system is fully installed and ready for final inspection, start-up and testing.

**Guaranteed Completion Date** - Except as otherwise provided herein, Regal Solar shall achieve Completed Installation within sixty (60) days from Commencement (the "Guaranteed Completion Date").

**Extension** - Regal Solar 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 Regal Solar, including but not limited to:

- Product delivery time constraints by manufacturer(s);
- Availability of the Customer's selected equipment
- Completion of the Customer's financing;
- Permit process;
- HOA's approval process

## 5. Progress Payments

**Price** - In consideration of performance of the Work and installation of the System, the Customer shall pay to the Company the Contract Price, as defined on the cover page. The full Contract Price shall be paid as outlined on page 1 of this Agreement.

**Deposit** - Upon the Effective Date, the Customer shall pay to the Company a deposit in an amount provided on page 2 of this Agreement to the Company (the "Deposit"). The Company agrees to refund the full amount of the Deposit if the Customer cancels the Agreement within three (3) days following the Effective Date. Any cancellation after three (3) days following the Effective Date may cause a forfeiture of the Deposit. If neither Party

cancels the Agreement, the Deposit shall be applied to the Contract Price. **DEPOSIT SHALL NOT EXCEED \$1,000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

**Final Payment** shall be made within 10 days of installation to Regal Solar Electric Inc, in one of three ways: (1) check mailed to Regal Solar Electric Inc. 5020 Pacheco Blvd, Martinez CA 94553, (2) credit card via Quickbooks Invoice emailed to the customer (2.9% fee applies), (3) or cashier's check mailed to Regal Solar Electric Inc. 5020 Pacheco Blvd, Martinez CA 94553.

**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% annum and the maximum rate permitted by law.

If the project is ("Third Party") financed, including PACE/HERO or other, Contractor shall be registered as contracting company with Third Party and collect payment in accordance with Third Party financing program provisions.

## 6. Title of System

Prior to Completed Installation, Regal Solar has good title to all of the System components.. "System Components" means all the Work and all materials delivered to the Property, whether or not actually incorporated in the System or the Property. Upon the Customer's payment of the Contract Price, legal title and ownership of the System shall pass to the Customer.

## 7. Right to Cancel

**Site Inspection Result** - After site inspection by Regal Solar as set forth in Section 3, Regal Solar may cancel this Agreement and propose a new agreement, based on the site inspection result.

**New Conditions** - In the event that Regal Solar 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, Regal Solar shall have the right to cancel this Agreement and propose a new agreement.

**Customer's Right to Cancel** - If Regal Solar elects to cancel this Agreement and propose a new agreement, Contractor: Regal Solar Electric Inc. 5020 Pacheco Blvd, Martinez CA 94553 | Phone # 925-433-3463 | License# 1024460

Initial   *PS*   8

Customer shall have the right to accept or reject the new agreement. Until such new agreement is in place, all Work shall cease.

**Note About Extra Work and Change Order** - Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the Parties prior to the commencement of work covered by the new change order. The order must describe the scope of extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

## 8. Work Quality

All work shall be completed in a quality manner and in compliance with all local building and electrical codes, all other applicable laws, and all applicable utility requirements, including appropriate utility interconnection obligations.

## 9. Licensing

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

## 10. Subcontractors

Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract. In the event Contractor engages subcontractors, homeowner(s) shall be notified in advance of work being started.

## 11. Change orders

All change orders shall be in writing and signed by both the Contractor and the Homeowner. Such change orders shall be incorporated in and become a part of the contract. Payment for all tasks (time and equipment) under this contract shall be performed in accordance with Article 6 and as indicated in a duly ordered and executed change order.

## 12. Insurance

Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, specifically including but not limited to the following: (1) Occurrence-based commercial general liability insurance (including contractual liability and products and completed operations coverage) with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000; and (2) Workers compensation insurance as required by law.

## 13. Permits

Contractor shall obtain all permits necessary for the work to be performed

## 14. Limited Warranty

**Free of Material, Construction and Workmanship Defect** - Subject to the limitations and other provisions of this Agreement, Regal Solar warrants that the Work will be free from defects, construction and workmanship ten (10) years following the Completed Installation (the "Limited Warranty"). Regal Solar warrants your roof against damage and water infiltration at each roofing penetration made by Regal Solar in connection with the installation of the System (the "Covered Roof Area"). Any claim under the Limited Warranty must be made before the expiration of the Limited Warranty.

**Warranty Exclusion** - The Limited Warranty excludes products not manufactured by Regal Solar. The Customer shall be entitled to all warranties, if any, provided by the manufacturers of the components, accessories and equipment that are not manufactured by Regal Solar, but which Regal Solar installs. These items generally include, but are not limited to, solar panels, inverters, and disconnect switches. Regal Solar 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 Regal Solar's control. If this should occur, Regal Solar shall have the right to substitute a reasonable equivalent item. The Limited Warranty excludes any measuring or monitoring equipment or service.

**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 the Customer, (ii) modifications not performed by or through Regal Solar or an affiliate of Regal Solar or in a manner materially inconsistent with or contrary to the written information or written instructions provided by Regal Solar or contained in the vendor manuals provided by Regal Solar, (iii) the negligent acts or omissions of the Customer or the Customer's separate contractors, (iv) defects or deficiencies attributable to Force Majeure Events, (v) failure by the Customer 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 (vii) manufacturer warranties and replacements

**Repair and Replacement** - If the Customer discovers a breach of the Limited Warranty and makes a timely claim, then, as the Customer's sole and exclusive remedy, Regal Solar shall repair or replace the defective Work. Regal Solar shall commence and complete such repairs or replacements within a reasonable time after receipt of the Customer's notice of warranty claim. If a failure cannot be corrected by Regal Solar's reasonable efforts, the Parties will negotiate an equitable adjustment in the Contract Price.

**Disputes of Breach of Warranty** - If Regal Solar disputes whether a breach of warranty has occurred, any tests of the System shall be as mutually agreed, and Regal Solar shall be notified of and may be present at all tests that may be performed.

**Reservation of Right to Access for Limited Warranty** - Regal Solar reserves the right to access the Property, after reasonable notice to the customer, to repair, inspect or assess the performance of the Customer's System

**Exclusive Remedy** - The Limited Warranty is the exclusive remedy for defects in 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 Regal Solar for breach of warranty shall terminate. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

**Transferability of Warranty** - The Limited Warranty that the Work will be free from defects, construction and workmanship in ten (10) years following the Completed Installation is transferable when the Customer conveys or transfers the Property to another party. The Customer or the transferee must give notice, in writing, to Regal Solar within twenty (20) days from the effective date of the conveyance or transfer or all warranties shall be void.

**Manufacturer's Warranty** - The system's most critical components – the solar modules and inverters—are covered by the manufacturer's warranties, which protect against component-related failure. Typically, a performance warranty is measured against a fixed percentage of the standard test condition DC output. Additionally, both become protected by the Performance Guarantee illustrated in Article 22.

**Limitation of Liability** - Regal Solar's total liability to the Customer, 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.

**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.

## 15. Default by Customer

The Customer will be in default under this Agreement if any one of the following occurs:

- Customer fails to make any payment when it is due and such failure continues for a period of five (5) days;
- Customer fails to perform any material obligation that the Customer have undertaken in this Agreement (which includes doing something the Customer have agreed not to do, like alter the System) and such failure continues for a period of thirty (30) days after written notice;
- Customer provides any false or misleading financial or other information to obtain this Agreement;
- Customer assigns, transfers, encumbers, sublets or sells this Agreement or any part of the System without Regal Solar's prior written consent; or the Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity
- Customer conceals or fails to disclose known unpermitted structures on the Property; or Customer willfully refuses to obtain proper permits for discovered unpermitted structure.

## 16. Remedies in Case of Default by Customer

If the Customer is in default under this Agreement, Regal Solar may take any one or more of the following actions. If the law requires Regal Solar to do so, Regal Solar will give the Customer notice and wait any period of time required before taking any of these actions. Regal Solar may:

- Terminate this Agreement;
- Suspend the performance of this Agreement;
- Take any reasonable action to correct the Customer's default or to prevent Regal Solar's loss; any amount we pay will be added to the amount the Customer owes us and will be immediately due;
- Require the Customer, at the Customer's expense, to return the System or make it available to us in a reasonable manner;
- Proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for the Customer's breach;
- Disconnect, turn off or take back the System by legal process or self-help, but Regal Solar may not disturb the peace or violate the law;
- Report the non-operational status of the System to the Customer's utility company informing them that the Customer is no longer net metering;
- Charge the Customer a reasonable reconnection fee for reconnecting the System to the Customer's utility or turning the Customer's System back on after we disconnect or turn off the System due to the Customer's default;
- Recover from the Customer (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 the Customer's home;
- Recover from the Customer all direct and indirect, internal and external expenses incurred in partial completion of the Work, plus 15% profit thereon; or pursue any other remedy available to Regal Solar in this Agreement or by law.

## 17. Reimbursements

The Customer agrees to repay Regal Solar for any reasonable amounts we pay to correct or cover the Customer's default. The Customer also agrees to reimburse Regal Solar for any direct and indirect, internal and external costs and expenses Regal Solar incurs, plus 15% profit thereon, relating to the System's return resulting from early termination.

## 18. Release/Waivers

Regal Solar shall furnish Homeowner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

## 19. Amendment and Modification

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

## 20. Information about the Contractors' State License Board (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

### For more information:

Visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) Call CSLB at 800-321-CSLB (2752)  
Write CSLB at P.O. Box 26000, Sacramento, CA 95826

## 21. Arbitration

Any disputes which may arise under this Agreement and which cannot be resolved by the Parties through good faith negotiation will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration, provided, however, that (1) any dispute where the amount in controversy is less than \$50,000 will be resolved before a single arbitrator, and (2) the Parties remain free to agree in connection with any particular dispute that they may arrange for an agreement outside of arbitration. Any arbitration award will be treated as Confidential Information.

## 22. Performance Guarantee

22.1 For the purposes of this contract, Actual System Output is defined as the measured kWh recorded by the System's monitoring system.

22.2 Within the first 12 month period of System operation, the Actual System Output shall not be less than 90% of the Estimated year 1 Solar Production. Estimated year 1 Solar Production refers to the final estimate delivered to the customer after installation. Thereafter the loss of output power shall not exceed the greater of (a) 90% less 1% per year, or (b) 75% for the life of the warranty. If Estimated Solar Production is less than the above guaranteed rates (Performance Guarantee) during the Warranty period,

Regal Solar Electric will, at no additional cost to the Customer: (i) increase size of the system to make up for the difference between Actual System Output and the Performance Guarantee or (ii) provide to the Customer monetary compensation equal to the purchase price of the additional equipment necessary to increase the size of the system proportionally to produce the difference between Actual System Output and the Performance Guarantee.

### **23. Force Majeure**

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials. Any starting or completion dates stated by Contractor shall be subject to clarification of all technical details. Moreover, Contractor's obligation to meet any deadlines shall be based on the punctual and proper fulfillment of the customer's obligations. In the event of strikes, lockouts, Force Majeure, delayed shipments by suppliers or subcontractors or other causes hindering punctual Completion for reasons that Contractor are not accountable for, Contractor shall be entitled to extend the Completion date(s) by a reasonable amount of time.

### **24. Owner Termination**

Should Owner seek to terminate this Agreement for any reason other than Contractor's breach after Contractor has initiated design process, substantially commenced its work, or purchased project specific materials Owner shall then be in material default hereunder and Contractor shall be entitled to retain the deposit (which shall be applied against Contractor's damages) and may recover from Owner all other damages allowable under law such as: labor costs, design and permitting costs, and materials purchased. Owner will also be charged a restocking fee of 25% for any materials ordered by the Contractor prior to termination.

### **25. Contractor Termination or Suspension of Work**

Contractor shall have the right to stop all work on the Project and keep the job idle if payments are not made to Contractor strictly in accordance with the Payment Schedule in this Agreement, or if Owner repeatedly fails or refuses to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Simultaneous with stopping work on the project, the Contractor shall give Owner written notice of the nature of Owner's material breach of this Agreement and shall also give the Owner a 14-day period in which to cure this breach of contract. Owner to follow this same notice procedure with Contractor if Owner alleges Contractor is in material breach of this Agreement.

### **26. Three Day Right to Cancel**

**You the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes these notices. Include your name, your address, and the date you received the signed copy of contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For you part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor , or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the constant .**

Initial PL The law requires that the contractor give you a notice explaining your right to cancel.  
Initial the line if your contractor has given you a notice of the three day right to cancel.

**Confidentiality Notice:** This agreement is for the sale use of the intended recipient(s) and may contain confidential and privileged information; any unauthorized review, use, disclosure, or distribution is prohibited.

**SIGNATURES:** The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

I have read and fully understand the terms above.

**Property Owner**

**Print Name:** Paul Lima

**Signature:** *Paul Lima*  
fd3a7c1ddd76e91f36c720965936a4bdcf305ae64c8c

**Date:** 10/15/20

**Contractor**

**Print Name:** Zain Jan

**Title:** CEO

**Signature:** *Zain Jan*  
4a67257edc444c6eadac5e7cc068a9b6a36dfc589a9

**Date:** 10/15/20

Confidentiality Notice: This agreement is for the sale use of the intended recipient(s) and may contain confidential and privileged information; any unauthorized review, use, disclosure, or distribution is prohibited

## NOTICE OF RIGHT TO CANCEL

Date of transaction: 10/15/20

INTL PL I have read and understood this Cancellation Notice. YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION WITHIN (3) THREE BUSINESS DAYS FROM THE DATE OF CONTRACT. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. TO CANCEL THIS TRANSACTION, MAIL CERTIFIED, RETURN RECEIPT REQUESTED, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO:

Regal Solar Electric Inc.	I HEREBY CANCEL THIS CONTRACT 5020
Pacheco Blvd,	Signature _____
Martinez CA 94553	Date _____

Confidentiality Notice: This agreement is for the sale use of the intended recipient(s) and may contain confidential and privileged information; any unauthorized review, use, disclosure, or distribution is prohibited.

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Pursuant to § 7159 (a)(5)(C)(8)(e)(4) of the California Business Professions Code, Regal Solar is providing this notice:

## MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project.

Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe."

## Rebate Applications | Interconnection | HOA

By signing below, I/we authorize Better Earth Inc. and Regal Solar Electric to use my digital signature on any pertinent city clearance application forms as well as utility rebate application and Interconnection forms. I also allow Better Earth Inc. and Regal Solar Electric to use the same electronic signature for Home Owners Association application as needed to complete my solar project. Better Earth Inc. and Regal Solar Electric will provide a copy on any and all applications with digital signature(s) on it. Better Earth Inc. and Regal Solar Electric will not use this for any applications other than listed above.

I/we, Paul Lima, on 10/15/20 hereby authorize Better Earth Inc. and Regal Solar Electric to complete the applications on our behalf.

SIGNATURE:

*Paul Lima*

Homeowner Signature: fd3a7c1ddd76e91f36c720965936a4bdcf305ae64c8c

**I HEREBY REPRESENT THAT I HAVE READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND I READ AND SEPARATELY ACKNOWLEDGED EACH DISCLOSURE, STATEMENT AND DESCRIPTION BEARING MY INITIALS OR SIGNATURE IN THIS AGREEMENT.**

Print Name: Paul Lima

Sign: *Paul Lima*  
fd3a7c1ddd76e91f36c720965936a4bdcf305ae64c8c

Date: 10/15/20