

# SOLAR INSTALLATION AGREEMENT

Customer Name:

Customer Phone:

Contract No.:

Customer Address:

Contract Date:

Salesperson Name:

This Solar Installation Agreement (“**Agreement**”) is entered into on the Contract Date listed above by and between the Customer listed above (“**You**” or “**Your**”) and Powur, PBC dba Powur, PBC Inc. (“**Powur**”), a Delaware corporation, for the sale and installation of the photovoltaic solar system (“**Solar System**”) described below (“**Project**”) at the Customer Address listed above (“**Property**”) upon the terms and conditions set forth in this Agreement, including all documents attached hereto which are incorporated into this Agreement.

**Description of the Project and Description of the Significant Materials to Be Used and Equipment to Be Installed.** The following tasks will be performed to install the Solar System at the Property (“**Work**”):

- 1 Survey the Property to determine the Property’s ability and best location for the Solar System to be installed (“**Site Survey**”);
- 2 Design the Solar System according to the Site Survey and relevant building codes;
- 3 Acquire necessary permits;
- 4 Perform any roof work necessary to accommodate the Solar System;
- 5 Procure materials and equipment to build and install the Solar System;
- 6 Install the Solar System and its components;
- 7 Schedule necessary building, electrical, and utility inspections; and
- 8 Schedule utility company commissioning and Solar System start-up.

Material / Equipment	Manufacturer	Model Number	Quantity
Photovoltaic Panel(s)			
Inverter(s)			
Battery			

You and Powur may agree to upgrades to materials or equipment and/or to extra Work to be performed by executing a written change order to this Agreement.

**Solar System Specifications.**



**SOLAR SYSTEM SIZE**

**kW DC**

Estimated Year 1 Production: \_\_\_\_\_ kWh

NOTICE: Savings are only estimates based on Your average electricity usage over the last 12 months. For customers with less than 12 months electricity usage, estimates are based on historical utility data or Property square footage.

**Contract Price.** The total price due under this Agreement, unless changed by written agreement with You, is \$ \_\_\_\_\_ . Total Cash amount: \$ \_\_\_\_\_ . Total Financed amount: \$ \_\_\_\_\_

**Finance Information (if applicable).**

Total Amount Financed: \_\_\_\_\_ Lender: \_\_\_\_\_  
 Annual Percentage Rate (APR): \_\_\_\_\_ % Loan Term: \_\_\_\_\_ Months

Solar Loan Payment per Month for the Initial Period (17 payments)\*: \_\_\_\_\_

\* This monthly payment will continue for the full term of Your loan if you make a voluntary payment of Your federal solar Investment Tax Credit ("ITC"). However, if no voluntary payment of Your ITC is made, Your monthly payment will increase as stated in your Loan Agreement. Your Loan Agreement may also include a lower introductory payment amount offered by Your Lender and may increase after such introductory period. Please see your Loan Agreement and the General Terms and Conditions below for further details.

### Schedule of Progress Payments (Non-Financed).

Payment	When	Amount
Down Payment	Upon execution of this Agreement	\$ _____ (lesser of \$1,000 or 10 percent of total).
Progress Payment	Due at completion of installation work.	\$ _____ (75% of balance due after down payment).
Final Payment	Due at time utility company grants permission to operate.	\$ _____ (remainder).
	<b>Total Payments (Non-Financed):</b>	\$ _____

**Payment Address.** Powur PBC, File 2445, 1801 W Olympic Blvd, Pasadena, California 91199-2445.

**Approximate Start Date.** Thirty (30) days from the Contract Date. The initiation of the Site Survey constitutes substantial commencement of the Work. Powur reserves the right to terminate this Agreement at any time prior to the Approximate Start Date.

**Approximate Completion Date.** Thirty (30) to one hundred eighty (180) days from the Contract Date. This approximate completion date is subject to change based on permissible delays, including any delay caused by You.

**Registration.** The law requires all contractors and subcontractors to be registered with the Office of Consumer Affairs and Business Regulation. You may inquire about contractor registration by contacting the Office of Consumer Affairs and Business Regulation at 888-283-3757.

**Your Right to Cancel.** IF YOU DECIDE YOU DO NOT WANT THE GOODS OR SERVICES YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. A TIMELY NOTICE OF CANCELLATION MAY BE SENT TO POWUR AT [CUSTOMERCARE@POWUR.COM](mailto:CUSTOMERCARE@POWUR.COM). SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.**

<p><b>CUSTOMER:</b></p> <p><b>Signature:</b></p> <p><b>Name:</b></p> <p><b>Dated:</b></p>	<p><b>POWUR:</b></p> <div style="background-color: #a1887f; color: white; padding: 5px; margin: 5px 0;">             Powur, PBC, dba Powur, PBC Inc., a Delaware corporation           </div> <p><b>Signature:</b></p> <p><b>Name, Title:</b></p> <p><b>Dated:</b></p>
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**List of Documents Incorporated into the Agreement:**

- General Terms and Conditions
- Homeowners Association Information
- Notice of Cancellation (2 Copies)

# GENERAL TERMS AND CONDITIONS

**Access.** You hereby grant to Powur and its employees, agents, and contractors the right to reasonably access all of the Property as necessary for the purposes of (a) conducting a Site Survey; (b) installing, constructing, operating, repairing, removing and replacing the Solar System or making any additions to the Project; (c) installing, using, and maintaining electric lines and inverters and meters necessary to interconnect the Solar System to Your existing electrical system at the Property and/or to Your utility's electric distribution system; and (d) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal, or repair of the Solar System. You permit Powur to erect temporary facilities, including but not limited to storage sheds and portable toilets, on the Property. Such temporary buildings will remain the property of Powur and will be removed at Powur's expense after completion of the Project. This access right shall continue for up to ninety (90) days after the later of the termination of this Agreement. During the term of this Agreement, You will ensure that Powur's access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

**Permitting.** Powur will obtain any necessary permits, consents, and approvals to perform the Work ("**Approvals**") from federal, state, and/or local authorities having jurisdiction over the Project including any homeowners association or any other association or organization with any rights or claims over or with respect to the Property (collectively, "**Authorities Having Jurisdiction**") and will advance the costs of obtaining such Approvals on Your behalf. Depending on the Work, Powur may obtain Approvals for building, electrical, plumbing, roofing, and/or solar work. You agree to cooperate with Powur and to assist Powur in obtaining any Approvals from Authorities Having Jurisdiction. Accordingly, You hereby appoint Powur, as well as any of its appropriate officers, employees, or agents, as Your attorney-in-fact, with full power of substitution, to sign in Your name, place, and stead any and all applications, affidavits, or any other documents required or necessary to obtain, maintain, and/or transfer or convey Approvals from Authorities Having Jurisdiction, as fully and to all intents and purposes as You might or could do if personally present. This grant of a special power of attorney is coupled with an interest. You agree that Powur will not be responsible for any error, negligence, or for any sort of act or omission not amounting to willful misconduct, arising out of the exercise of these rights and powers by Powur as Your attorney-in-fact. You will have the opportunity to review and approve the working plans for the Project. If You do not request any changes to the working plans in writing within three (3) business days of Your receipt of such plans, the working plans will be deemed accepted and Powur will obtain all Approvals based on the accepted plans. Powur is not responsible for delays in the Work due to the actions of any Authorities Having Jurisdiction or their employees.

**Financing.** Powur does not provide financing, but may assist You with obtaining financing for the Project with a third party lender. Financing is subject to the approval of third party lenders and all required financing disclosures will be provided by such third party lenders. If You are financing the Project, Powur's obligation to perform is conditioned on Powur's confirmation that You have obtained financing for the Project. Powur may terminate this Agreement without liability if, in its sole discretion, this condition will not be satisfied. You remain fully and primarily responsible for all payments due Powur under this Agreement regardless of whether You have separately contracted with a lender to pay all or any portion of the Contract Price, and regardless of whether Your lender intends to pay Powur directly or issue Powur joint checks.

If You are financing Your Solar System, the calculation of the monthly payments for the first eighteen (18) months following installation (which includes the first 17 payments) (the "**Initial Period**") assumes that You will make a voluntary payment equal to Your federal solar Investment Tax Credit ("**ITC**") on the Total Amount Financed. If You make aggregate principal payments in such amount during the Initial Period, Your monthly payments following the Initial Period will remain the same as during the Initial Period. However, if during the Initial Period you elect to pay an amount that is less than the ITC of Your loan amount, Your monthly payment beginning upon conclusion of the Initial Period and throughout the rest of the term of Your loan will be increased to amortize the remaining principal balance on the loan. Conversely, if You make a payment greater than the ITC of Your loan amount during the Initial Period, Your monthly payments following the conclusion of the Initial Period will be reduced to reflect the amortization of a lower principal balance. Please carefully review the details of Your loan, including the payment amounts, provided in your Loan Agreement. The Loan Agreement controls your finance transaction.

**Energy Rebates and Tax Credits.** Upon Your request, Powur will provide You with reasonable support and documentation that may be necessary in connection with Your application for any federal, state, or local energy rebate or tax credit available in connection with installation of the Solar System; provided however that POWUR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT YOU WILL QUALIFY FOR OR WILL OBTAIN ANY FEDERAL, STATE, OR LOCAL ENERGY REBATE OR TAX CREDIT IN CONNECTION WITH THE SOLAR SYSTEM. You are advised to consult legal and/or accounting professionals regarding Your eligibility for and assistance with any such energy rebate or tax credit. Powur is not responsible for changes in availability or incentives of any federal, state, or local energy rebate program or tax credit.

**Disclaimer of Energy Savings.** Your energy savings, if any, after installation of the Solar System will depend on the Property location, Solar System size, available energy rebates, Your post-installation usage and consumption, and local utility rates. **POWUR MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND POWUR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE SOLAR SYSTEM'S ABILITY TO PROVIDE SAVINGS ON YOUR ELECTRICITY COSTS OR UTILITY BILLS.**

**Late Payment Fee.** If You fail to pay any amount required pursuant to the terms of this Agreement within thirty (30) days after the date the payment becomes due, You must also pay Powur simple interest on any and all past due amounts at the rate of two (2) percent per month calculated daily from the date the payment became due. You further agree to pay Powur any and all amounts incurred relating to the collection of payments and/or late charges provided for in this Agreement, including but not limited to attorneys fees, court costs, service of process fees, and collection agency fees. This provision does not create a grace period for any payments You are required to make pursuant to this Agreement nor is it intended to limit any of Powur's available remedies.

**Note About Extra Work and Change Orders.** 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 any work covered by the new change order. The order must describe the scope of the 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. You may not require Powur to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Change order work is not enforceable against You unless the change order identifies prior to commencement of any work covered by the new change order, the scope of the 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 or the completion date. Powur's failure to comply with this requirement does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. A change order form must be signed by both parties before commencement of work on the change order.

**Cost or Delay Due to Unforeseen Conditions.** Powur is not responsible for failures, delays, or expenses related to unanticipated, unusual, or unforeseen conditions at the Project site arising out of conditions beyond Powur's reasonable control including, but not limited to, acts of God, acts of You or Your agents, stormy weather, natural disaster, flood, earthquake, landslide, subsidence, fire, vandalism, riots, terrorist acts, labor trouble, acts of public utilities, public agencies or inspectors, change orders or extra work, Your failure to make progress payments promptly, or unavailability of materials or equipment (all of which shall be considered "**Force Majeure Events**"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such Force Majeure Events.

If Powur discovers unforeseen conditions requiring additional materials, equipment, or labor, or if installation has not been completed after one hundred eighty (180) days for any reason and the cost of any material or equipment for the Project rises due to circumstances beyond Powur's control, then Powur reserves the right to present You with a change order for the materials, equipment, and/or labor containing a new price before beginning or continuing performance. Powur reserves the right to terminate this Agreement, upon three (3)-days written notice to You, if You do not sign the change order within seven (7) days of presentment. Upon such termination, Powur shall be entitled to recover any materials and/or equipment and payment for work performed and costs and expenses incurred through the termination date. To the extent You have made any payments toward the Contract Price through the termination date, Powur will refund such payments less a deduction for the aforementioned amounts Powur is entitled to recover.

**Your Termination Rights.** After Your initial Three-Day Right to Cancel has expired, You may, upon three (3) days written notice to Powur, terminate this Agreement for any reason, provided that Powur shall be entitled to recover any materials and/or equipment, payment for work performed and costs and expenses incurred through the termination date, and reasonable overhead and profit equal to ten percent (10%) of the Contract Price. To the extent You have made any payments toward the Contract Price through the termination date, Powur will refund such payments less a deduction for the aforementioned amounts Powur is entitled to recover.

**Breach or Default and Remedies.** Without limiting any of Powur's other rights and remedies, upon any breach or default of this Agreement by You, including but not limited to Your failure to promptly provide notice of acceptance of Powur's work upon substantial completion, Your failure to pay Powur any amount due, Your bankruptcy or financial distress, or any hindrance to Powur in the performance process, Powur shall have the right, to the fullest extent of the law, to: (a) pursue a stop work order at the Property; (b) stop any more work from being done at the Property until the breach is cured and a bond is posted by You for any amounts payable under this Agreement; (c) terminate this Agreement, upon three (3)-days written notice to You, and recover any materials and/or equipment, payment for work performed and costs and expenses incurred through the termination date, interest at the maximum rate allowed by law, and reasonable overhead and profit equal to ten percent (10%) of the Contract Price; (d) recover from You the unpaid Contract Price, taxes, and all other sums then due and owing; (e) disconnect, turn off, or take back the Solar System by legal process or self-help (if legally available), provided Powur does not disturb the peace or violate the law; (f) report such non-operational status of the Solar System to Your utility, informing them that You are no longer net metering; (g) charge You a reasonable reconnection fee for reconnecting the Solar System to Your utility or turning Your Solar System back on after it is disconnected or turned off due to Your default; and/or (h) pursue any other legal remedies including, without limitation, mechanics liens or similar remedies. You agree that Powur will have access to the Property and permission to enter the Property in order to disable and/or remove the Solar System until such time as Powur is paid in full and title to the Solar System passes to You.

**Site Conditions.** Powur shall not be held liable for any pre-existing conditions, including code violations, rotting or deteriorating materials, cosmetic defects, and/or deteriorated electrical, mechanical, or structural conditions. Powur shall not be held liable for any condition not visible during the Site Survey or for any items not specifically addressed in this Agreement. Powur shall not be held liable for vandalism, damage, or theft, including, without limitation, for any materials and/or equipment either furnished by You or delivered directly to the Project site and to be stored by You.

**Title and Risk of Loss.** All materials and equipment delivered to the Property, regardless of whether actually incorporated into the Project, are and will remain the property of Powur until such time as You have paid Powur in full for such materials and equipment. Title to the materials and equipment shall transfer to You after Powur completes the Work and receives final payment. Notwithstanding the foregoing, after delivery of the materials and equipment to the Property, other than damage directly resulting from Powur's grossly negligent actions or omissions or willful misconduct, You shall bear risk of loss to the materials and equipment for all causes of loss not covered by the Limited Warranties.

**Limited Warranties.** For a period of ten (10) years, Powur warrants that the work performed hereunder will conform to the description herein stated and will, at its option, repair or replace, at no charge, work performed under this Agreement that is defective in materials or workmanship provided that Powur receives notice of such defective materials or workmanship within thirty (30) days of the occurrence of the defect. For a period of five (5) years, Powur also warrants that roof penetrations made by Powur will be weather-tight. These express limited warranties do not cover defects or damage related to misuse, abuse, alteration, normal wear and tear, settlement, defection, failure of surrounding structures, natural weathering, impact of foreign objects, vandalism, acts of Nature (including, but not limited to fire, flood, storm damage), or any defects caused by a third party (including, but not limited to, water damage or leaking). These express limited warranties begin on the earlier of substantial completion or five (5) days after cessation of the Work by Powur. These express limited warranties will not affect any third party manufacturer warranty available to You. **POWUR MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY POWUR AND EXCLUDED FROM THIS AGREEMENT.**

**Indemnification.** You agree to indemnify, defend, and hold harmless Powur and its directors, officers, shareholders, employees, agents, representatives, contractors, subcontractors, successors, and assigns from any and all third party claims, actions, costs, expenses (including attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands, and liens of any kind arising out of or relating to Your failure to perform Your obligations under this Agreement, provided that You will not be required to indemnify Powur to the extent of Powur's own gross negligence or willful misconduct.

**Limitation of Liability.** EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. BOTH PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION: (A) PHYSICAL OR MENTAL PAIN AND SUFFERING OR EMOTIONAL DISTRESS DAMAGES; (B) COSTS OF TEMPORARY SHELTER, TRANSPORTATION, FOOD, MOVING, STORAGE, OR SIMILAR INCIDENTAL DAMAGES OR EXPENSES; (C) LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF FAIR MARKET VALUE, LOSS OF RENTAL VALUE, LOSS OF FINANCING, OR SIMILAR LOSS OF ECONOMIC OPPORTUNITY; OR (D) LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF REPUTATION.

In no event will either party's liability under this Agreement or in connection with the Project exceed the Contract Price, including, without limitation, damages to the Property during the performance of the Work or resulting from the Project. You agree to provide Powur with written notice of any claims arising out of this Agreement and/or the Project prior to making final payment and any claims not made at or before such time will be deemed waived by You upon making final payment.

**Attorneys Fees.** The prevailing party in any arbitration or litigation arising from this Agreement shall be entitled to the recovery of its reasonable costs and expenses of such proceeding, including expert witness fees and attorneys' fees.

**Waiver.** Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to be a waiver of such provisions or a party's right to enforce that provision or affect the validity of this Agreement.

**Time of the Essence.** The parties agree that time is of the essence in this Agreement.

**Assignment and Transfer.** Your rights or obligations under this Agreement may not be assigned without Powur's express written consent. You agree to give Powur notice of any transfer of the Property (including the Solar System) at least thirty (30) days prior to such transfer if You desire to transfer any rights and obligations under this Agreement and/or the Limited Warranties to the transferee. In the event of any transfer of the Property prior to full and final payment under this Agreement, You will remain liable for meeting all payment obligations under this Agreement.

**Entire Agreement.** This Agreement contains the parties' entire agreement regarding the Project. There are no other agreements regarding this Agreement, either written or spoken. Any change to this Agreement must be in writing and signed by both parties. Only an authorized representative of Powur may execute any change to this Agreement on behalf of Powur. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement will survive. Powur may assign or subcontract any of its rights or obligations under this Agreement to any contractor, subcontractor, successor, partner, or purchaser.

**Execution in Counterparts.** This Agreement may be signed by the parties in multiple counterparts, all of which shall be taken together as a single document.



**Governing Law.** The laws of the state of California will govern this Agreement without giving effect to conflict of laws principles.

## ARBITRATION OF DISPUTES

Any dispute arising out of or relating to the negotiation, construction, performance, or non-performance of any aspect of this Agreement shall be settled by binding arbitration conducted remotely/virtually in accordance with the Streamlined Arbitration Rules and Procedures of JAMS, and binding judgment upon the award rendered by any such arbitrator may be entered in any court having jurisdiction thereof. Any mandatory fees will be charged to the parties equally. The most current fee schedule can be accessed at <https://www.jamsadr.com/arbitration-fees>. Any claim against the Maryland Home Improvement Guaranty Fund by You will be stayed until completion of the arbitration proceeding. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision regarding governing law, enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. No arbitration initiated under this Agreement shall be permitted by the arbitrator or a court to proceed or be maintained as a class action or representative action by You on behalf of other customers.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO MAINTAIN ANY CLASS ACTION OR REPRESENTATIVE ACTION IN ARBITRATION OR ANY COURT CONCERNING ANY DISPUTE SPECIFIED ABOVE.**

**I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

**CUSTOMER:**

Signature:

Date:

**POWUR:**

Signature:

Date:

# Homeowners Association Information

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Please check one of the appropriate boxes below to indicate whether or not installation of the Solar System on Your Property requires advance approval from any homeowners association or any other association or organization with any rights or claims over or with respect to the Property ("**HOA**").

**No HOA Approval Required.** The Property is not subject to an HOA or Customer is not required to obtain approval from an HOA prior to installation of the Solar System on the Property.

-OR-

**HOA Approval Required.** The Property is subject to an HOA and Customer is required to obtain approval from such HOA prior to installation of the Solar System on the Property. The HOA information is as follows:

HOA Contact Name:

HOA Phone Number:

NOTICE: You are solely responsible for obtaining at Your sole cost and expense, at least thirty (30) days prior to installation of the Solar System, any approvals to install the Solar System that may be required by any HOA to which the Property is subject. Powur will provide You with reasonable support and documentation required in connection with You obtaining any such approval.

## CUSTOMER:

Signature:

Name:

Dated:

# NOTICE OF CANCELLATION

## (Customer Copy)

\_\_\_\_\_  
Date (enter date of transaction)

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) BUSINESS DAYS, OR SEVEN (7) BUSINESS DAYS IF YOU ARE AT LEAST SIXTY-FIVE (65) YEARS OLD, FROM THE ABOVE DATE.**

**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 TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY POWUR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO POWUR 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 POWUR REGARDING THE RETURN SHIPMENT OF THE GOODS AT POWUR'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO POWUR AND POWUR DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO POWUR, OR IF YOU AGREE TO RETURN THE GOODS TO POWUR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION, SEND AN EMAIL TO [CUSTOMERCARE@POWUR.COM](mailto:CUSTOMERCARE@POWUR.COM) WITH A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR MAIL, DELIVER, OR SEND A TELEGRAM OF SAME TO POWUR AT 2683 VIA DE LA VALLE #321G, DEL MAR, CALIFORNIA 92014,**

**NOT LATER THAN MIDNIGHT OF** \_\_\_\_\_  
(Date) (3 business days from the date of transaction)

**I HEREBY CANCEL THIS TRANSACTION.** \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer's signature) **(ONLY IF CANCELLING)**

# NOTICE OF CANCELLATION

## (Powur Copy)

\_\_\_\_\_  
Date (enter date of transaction)

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) BUSINESS DAYS, OR SEVEN (7) BUSINESS DAYS IF YOU ARE AT LEAST SIXTY-FIVE (65) YEARS OLD, FROM THE ABOVE DATE.**

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**NOT LATER THAN MIDNIGHT OF** \_\_\_\_\_  
(Date) (3 business days from the date of transaction)

**I HEREBY CANCEL THIS TRANSACTION.** \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer's signature) **(ONLY IF CANCELLING)**