

RESIDENTIAL SOLAR INSTALLATION CONTRACT



Customer Name: Ryan Farrell ("**You**" or "**Your**")

Property Address: 2713 Garrett Road, White Hall, MD, 21161 ("**Property**")

Contractor Name: Lumina Solar, Inc. ("**Lumina**")

Sales Rep Name: Zac Hare


Total Price:	\$75,411.20
*Federal Tax Credit:	\$22,623.36
Net Price After Federal Tax Credit:	\$52,787.84
*Does not include applicable state and local incentives.	
Specifications:	Panels: 49 REC Alpha Pure 2 Series 420W
	Inverters: 49 Enphase IQ8MC
	*Solar System Size (kW): 20.58
	*Estimated Year 1 Production (kWh): 24,690
	*Guaranteed Year 1 Production (kWh): 0
*Based on the System Design as of the Transaction Date. Subject to change.	
Additional Services Package:	Lumina Standard Warranty
Scope of Work:	Lumina Will Perform the Services Set Forth on Schedule A (the " Work ")
*Loan Information:	Loan Down Payment (If Applicable): \$0.00
	Total Amount Financed: \$75,411.20
*Third-party financed. Contact the lender for more information.	
Approximate Commencement Date:	120 Days from Contract Signing
Approximate Completion Date:	150 Days from Contract Signing
Additional Products:	See Additional Products Addendum (If Applicable)


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 FIFTH (5TH) BUSINESS DAY AFTER THE DATE YOU SIGNED THIS CONTRACT (THE “EFFECTIVE DATE”). A TIMELY NOTICE OF CANCELLATION MAY BE SENT VIA REGULAR MAIL TO LUMINA SOLAR, INC., ATTN: CUSTOMER CARE, 3600 COMMERCE DR, SUITE 601, HALETORPE, MD 21227. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

This Residential Solar Installation Contract (this “**Contract**”) is made and entered into by the Parties on the date this Contract is signed by You and Lumina (the “**Transaction Date**”). This Contract is for the installation of the photovoltaic solar system, including all equipment, materials, and components (the “**System**”) on the Property pursuant the Terms and Conditions set forth in this Contract, including all schedules and addenda attached hereto which, unless otherwise stated, are incorporated into this Contract. You and Lumina may be referred to herein as a “**Party**” or, collectively, the “**Parties**”. **You are entitled to a completed copy of this Contract signed by both you and Lumina before any Work begins.**

You acknowledge and agree that by signing this Agreement electronically, Your signature will be automatically populated for each area of the Agreement where a signature is required. You acknowledge and agree that you have (i) carefully reviewed the Contract, including all terms, schedules, disclosures, and addenda, (ii) understand the terms of this Agreement, and (iii) agree to be bound by the terms of this Agreement.

Agreed to by the Parties:

Contractor:	
Signature	 Signed by: Zac Hare VP of Residential Sales
Name	Zac Hare
Date	Apr 30, 2025 8:16:31 AM UTC-0400

Customer:	
Signature	 Signed by: Ryan Farrell Homeowner
Name	Ryan Farrell
Date	Apr 30, 2025 8:39:27 PM UTC-0400

GENERAL TERMS AND CONDITIONS

1. Contract Exclusions. Unless otherwise stated in this Contract or a written change order, the following activities, materials, and equipment are specifically excluded ("**Excluded Services**"):

- a. Lumina will not perform any work that is not specifically identified in Schedule A (Scope of Work).
- b. Lumina will not perform painting, landscaping, nor will Lumina "tune-up", repair, or replace Your roof (unless otherwise set forth in this Contract or an addendum).
- c. Lumina will not be responsible for the identification, abatement, cleanup, control, or removal of environmentally Hazardous Materials (as hereinafter defined), unless such Hazardous Materials were brought onto the Property by Lumina. To safeguard the health of Lumina's employees and the public, You have the obligation to inform Lumina if You suspect or have actual knowledge that there may be existing Hazardous Materials on the Property.
- d. Lumina will not apply for federal and state tax credits (including, but not limited to, the Federal Income Tax Credit and State Storage Credit) for You. You should hire a Certified Public Accountant to assist with applying for those tax credits.
- e. Lumina will not remediate pre-existing code violations. Lumina will remediate any code violations caused by Lumina. However, there may be pre-existing code violations caused by You or third parties, including contractors and builders, which Lumina shall not have an obligation to address, unless agreed to in a written change order.

2. Payment. You have elected to finance the Contract Price through a third-party lender. Lumina will apply for payment of applicable progress payments from Lender. You agree to promptly execute all documentation reasonably required by the lender for Lumina to obtain payment of the applicable progress payments.

3. Site Survey and Preliminary Design Plan. Once Lumina receives the Deposit, Lumina will coordinate with You to schedule a survey of Your home to (i) assess the condition and suitability of Your roof and advise whether any repairs or a replacement is needed to accommodate the System; (ii) determine whether any structural, electrical, or other repairs or upgrades are necessary to accommodate the System; and (iii) confirm the most appropriate and feasible System design and determine what changes may need to be made to the initial System design presented to you on or before the Transaction Date (the "**Site Survey**"). Once the Site Survey is completed, and prior to beginning the installation of the System, Lumina will inform You whether any Additional Work (defined below) or modifications to the System design are required to accommodate the System and will submit a Preliminary Design Plan to you (the "**PDP**") for approval. Once You approve the PDP, Lumina will proceed with the permitting

process based on the approved PDP. The Estimated Year 1 Production and Guaranteed Year 1 Production shall be automatically adjusted based on the final approved PDP or any changes to the System design or layout made thereafter.

4. Pre-Existing Site Conditions; Additional Work; Change Orders.

a. Pre-Existing and Latent Site Conditions. Lumina is not liable for any pre-existing conditions, including code violations, Hazardous Materials, rotting or deteriorating materials, cosmetic defects, defective work performed by You or another contractor, and/or deteriorated or unsuitable electrical, mechanical, structural, or roof conditions ("**Pre-Existing Site Conditions**"), or for any hidden or adverse conditions not visible, known, or which could not have been reasonably discovered during the Site Survey ("**Latent Site Conditions**"). For the purposes of this Contract, the term "**Hazardous Materials**" includes, but is not limited to, heavy metals, asbestos, human and animal waste, and Polychlorinated Biphenyls (PCBs) discovered in or on the Property or any structures located on or in the Property. YOU AGREE TO INDEMNIFY AND HOLD LUMINA, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUBSIDIARIES, AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, FINES, DAMAGES OR CAUSES OF ACTION AND ASSOCIATED COSTS (INCLUDING LUMINA'S REASONABLE AND DOCUMENTED ATTORNEYS' FEES) IN ANY WAY ARISING OUT OF THE PRESENCE, SUSPECTED PRESENCE, OR RELEASE OF ANY HAZARDOUS MATERIALS INTO THE AIR, SOIL, OR ANY WATER SYSTEM OR WATER COURSE, OR IN CONNECTION WITH ANY ACTIONS TAKEN IN CONNECTION WITH RESPECT THERETO, OR WITH RESPECT TO ANY ACTIONS OR PROCEEDINGS IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY ACTION TO ENFORCE THIS INDEMNITY. THIS INDEMNITY SHALL NOT APPLY TO HAZARDOUS MATERIALS BROUGHT ONTO THE PROPERTY BY LUMINA.

Ryan Farrell

Customer Signature

b. Additional Work and Necessary Repairs. Lumina will not have any obligation under this Contract to make any repairs or perform any work necessary to make the Property feasible for installation of the System, including the remediation or repair of any Pre-Existing or Latent Site Conditions. Lumina will promptly notify You if Lumina discovers Pre-Existing Conditions, Latent Site Conditions, or necessary electrical, structural, or roof upgrades or repairs affecting to accommodate the installation of the System and which will require additional materials and extra work, including the performance of an Excluded Service, (collectively, "**Additional Work**"). Lumina will identify the Additional Work necessary and present a proposal of the costs to You for Lumina to perform such Additional Work. Unless You terminate this Contract in accordance with Section 16 (Termination), You agree to promptly either sign a change order for the Additional Work with

Lumina for the performance of such Additional Work, or to cause such Additional Work to be completed by a separate contractor who has been approved by Lumina. If You hire a third-party to perform the Additional Work, then such work shall be completed prior to Lumina commencing or continuing the Work, as the case may be. You are solely responsible for ensuring such third-party is licensed, insured, and completes the Additional Work in a timely, and workmanlike manner, and, if applicable, all necessary inspections and government approvals have been received relating to the Additional Work.

c. Changes Requested by You. If You request that Lumina perform Additional Work or make changes to the System design, you are required to submit a written request detailing the requested change or Additional Work. Lumina shall not be obligated to perform Additional Work or change order work unless a written change order is signed by both You and Lumina prior to the commencement of any work covered by the change order. However, Lumina'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.

5. Permitting. Lumina will obtain any necessary permits on Your behalf. If necessary, You agree to promptly cooperate with Lumina and to assist Lumina in obtaining any necessary permits. **By signing this Contract You authorize Lumina to act as Your agent and attorney-in-fact with respect to any and all permitting applications, interconnection applications, incentive and rebate applications, and other documentation necessary for Lumina to perform the Work under this Contract.**

6. Timing of Work; Permissible Delays; Force Majeure. Lumina will use its reasonable best efforts to perform the Work in accordance with the Approximate Commencement Date and Approximate Completion Date as set forth on Page 1 of this Contract. You acknowledge that the Approximate Commencement Date and Approximate Completion Date may differ due to circumstances beyond Lumina's control, including, without limitation, a Force Majeure Event, undisclosed, unforeseen, or subsequently arising conditions, additional work required to make the Property suitable for the System, delays due to inclement weather, homeowners' associations, You, or third-parties ("**Permissible Delays**"). If either You or we are unable to perform any obligation under this Contract because of a Force Majeure Event, such affected Party will be excused from performance affected by such Force Majeure Event. "**Force Majeure Event**" shall mean any event, condition, or circumstance beyond the control of the affected Party which, by the exercise of due foresight, such Party could not reasonably have been expected to avoid, and is unable to overcome, including, but not limited to, action or inaction by a governmental authority or Utility which causes the delay or failure to obtain or maintain a permit, license, consent, or approval (provided that such action has been timely requested and diligently pursued), labor dispute, flood, earthquake, volcano, fire, lightning, wind, war, act of god, pandemic, unavailability of electricity from the Utility, unavailability of equipment, supplies, or products, power surge(s) caused by someone other than the affected Party, or failure of equipment not under the control of the affected Party. Barring any Permissible Delays, we anticipate that the installation of the System will be completed on or before the Approximate Completion Date.

7. Work Quality; Compliance with Laws. All Work shall be completed in a workmanlike manner and in compliance with all state and local building and electrical codes, zoning, permits, all other applicable laws, and all applicable utility requirements, including applicable Utility interconnection obligations. “**Utility**” shall mean the local utility company that provides electricity to the Property.

8. Subcontractors. Lumina does not use Subcontractors for the System installation or electrical work. However, Lumina may engage subcontractors for site surveys, trenching, drywall repair, pouring concrete pads, and ground mount installation (the “**Subcontracted Work**”). You agree that Lumina may use subcontractors for the Subcontracted Work provided Lumina shall fully pay said subcontractor and in all instances remain responsible for the completion of the Contract. If Lumina uses subcontractors for the Subcontracted Work, then Lumina shall ensure such subcontractors have sufficient insurance coverage for the Subcontracted Work.

9. System Approval by Homeowner’s Association or Other Organization. If the System requires advanced approval from a Homeowner’s Association (“**HOA**”) or other organization, you agree to obtain approval for such plans, drawings, specifications, materials, and equipment at least thirty (30) days’ prior to scheduling the installation of the System. Lumina will provide You with reasonable assistance, support, and documentation required in connection with obtaining approval from Your HOA. Lumina shall not be liable for any denial or delays by Your HOA or other organization.

10. Access and Site Preparation. You agree to provide Lumina and its employees, agents, and subcontractors reasonable access to the Property (which includes the home’s electrical panel, attic, and roof) for the purposes of (a) conducting a Site Survey; (b) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (c) installing, using, and maintaining electric lines and inverters and meters necessary to interconnect the System to Your existing electrical system at the Property and/or to the 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 System. You acknowledge that Lumina may be required, either directly or through third-party vendors, to use special lifts, cranes or other equipment at the Property to deliver materials, equipment, and other supplies to the Property, including the home’s roof, and You agree to provide Lumina and its vendors with sufficient access to the Property for the same. You permit Lumina to store materials and equipment on the Property (including roof lifts and cranes). You are responsible for removing, trimming, and replacing any obstacles or hazards, including, but not limited to, any vehicles, personal property, landscaping, hardscaping, or fixtures, required to perform the Work. You agree to provide three feet (3’) of unencumbered space in front of and around Your meter and main service panel. If the Parties agree that Lumina will remove and replace any obstacles or hazards, the Parties shall execute a written change order pursuant to Section 4 (Pre-Existing Site Conditions; Additional Work; Change Orders) modifying the Work and Contract Price to include the removal and replacement of any obstacles or hazards. Lumina is not responsible for replacement of or

damage to these items if they are removed or replaced by Lumina, unless such damage was caused by Lumina's negligence or willful misconduct.

11. Insurance. Lumina warrants that it has and will maintain insurance coverage required by applicable laws and adequate for the work being performed, specifically including, but not limited to, the following: (1) Occurrence-based commercial general liability insurance 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. You may request a Certificate of Insurance from Lumina by contacting customer@luminasolar.com or calling (800) 971-6118.

12. Energy Rebates and Incentives. Lumina will apply for energy rebates and state and local incentives available in connection with the System on Your behalf. Lumina will not apply or file for federal or state tax credits, but will provide You with reasonable support and documentation that may be necessary in connection with Your application for any federal or state tax credit available in connection with the System. Lumina is not an accounting or tax preparation firm and does not provide tax advice. Any tax credit or rebate analysis, including those set forth on Page 1 of this Contract, provided by Lumina to You is for informational purposes only and based on publicly available information. LUMINA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT (I) YOU WILL QUALIFY FOR OR WILL OBTAIN ANY FEDERAL, STATE, OR LOCAL ENERGY REBATE, GRANT, OR TAX CREDIT IN CONNECTION WITH THE SYSTEM AND (II) THAT ANY TAX CREDITS, GRANTS, OR REBATES ESTIMATED BY LUMINA ARE ACCURATE. You are encouraged and advised to consult tax, legal, and/or accounting professionals regarding Your eligibility for and assistance with any such energy rebate, incentive, or tax credit. Lumina shall not be liable to You if Your application(s) is rejected, You fail to qualify for, or changes occur in the availability of, federal, state, or local energy rebate/grant programs, incentives, or tax credits. The Net System Cost is an estimation of the net cost of the System after You receive all credits, grants, and rebates to which You may be eligible and is calculated assuming You are eligible and will receive the grants, rebates, incentives, or credits available as of the Transaction Date.

Ryan Farrell

Customer Signature

13. Disclaimer of Energy Savings. Your energy savings after installation of the System is dependent on the Property location and landscape, System size, available energy rebates and incentives, Customer's post-installation usage and consumption, weather, grid functionality, and local utility regulations and rates. LUMINA MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND LUMINA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE SYSTEM'S ABILITY TO PROVIDE SAVINGS ON YOUR ELECTRICITY COSTS OR UTILITY BILLS.

Ryan Farrell

Customer Signature

14. Title and Risk of Loss. All materials and equipment delivered to the Property, regardless of whether actually incorporated into the System, are and will remain the property of Lumina until such time as You pay Lumina in full for such materials and equipment. Title to the materials and equipment shall transfer to You after Lumina completes the Work and receives final payment. Until the time the title of all material and equipment are transferred to You pursuant to this Section 14, Lumina will bear the risk of loss of the material and equipment, unless such loss is caused directly by You.

15. Roof Disclosure and Acknowledgment. The installation of a roof-mounted System requires Lumina to walk or place equipment on the surface of the roof. During the Site Survey, Lumina assesses the roof surface and structure in accordance with industry standards to assess the suitability of the roof for the installation of the System. Lumina recommends that You replace a roof that has less than ten (10) years of expected usable lifetime prior to commencement of the Work. Lumina will take all reasonable precautions to safeguard against damage to Your roof, however, there are factors beyond Lumina's control such as the age, wear and tear, and construction of the roof or materials used, which may lead to damage to Your roof during the installation of the System. The potential damage to the roof may include, but is not limited to, dislodgement of shingles, cracks in roof sheathing, sinking, or collapse. Unless damage to the roof is caused by Lumina's defective workmanship (subject to the terms of Lumina's Limited Warranties), lack of reasonable care, gross negligence, or intentional acts, You are solely responsible for any required repair or replacement of the roof surface and structures. You acknowledge that unless a ballast system is used to secure the System, Lumina will be required to make penetrations into the roof to secure the System.

16. Termination.

a. Right to Cancel. You may terminate this Contract pursuant to Your Right to Cancel as set forth on Page 2 of this Contract.

b. Termination by Customer - Convenience. You may terminate this Contract for any reason within thirty (30) days of the Transaction Date by notifying Lumina in writing of Your election to terminate the Contract.

c. Termination by Customer - Additional Work Required. You may terminate this Contract after you are notified of Additional Work necessary to accommodate the System; provided that You must notify Lumina of Your intent to terminate this Contract prior to Lumina scheduling

installation. Notwithstanding the foregoing, You may not terminate this Contract if You execute a written Change Order or execute a contract with a third-party contractor for the Additional Work.

d. Termination by Customer - Changes to System Layout or Design. You may terminate this Contract if, after the Site Survey and prior to Lumina submitting for permits, changes to the System layout or design are required to accommodate the System and the change(s) result in a substantial increase in the Contract Price or a substantial reduction in the estimated production set forth on Page 1 of this Contract.

e. Termination by Customer - Denial by HOA. You may terminate this Contract if Your HOA denies Your application to install the System.

In the event You terminate this Contract pursuant to this Section 16, You shall be entitled to a full refund of the Deposit. The deposit will be returned to You within thirty (30) days of receipt of the Your written notice of Your intent to terminate the Contract.

17. Breach or Default and Remedies. Without limiting any of Lumina's other rights and remedies, upon any breach or default of this Contract by You, including, but not limited to, Your failure to pay Lumina any amount due, Your bankruptcy or financial distress, or any hindrance to Lumina in performing the Work, Lumina shall have the right, to the fullest extent of the law, to: (a) issue a stop work order at the Property or stop the Work; (b) terminate this Contract; (c) recover from You the unpaid Contract Price, taxes, and all other sums then due and owing; (d) disconnect or turn off the System (e) cancel the PTO request or report such non-operational status of the System to Your utility, informing them that You are no longer net metering; (f) pursue any other legal remedies including, without limitation, mechanics' liens or similar remedies. You agree that Lumina will have access to the Property and permission to enter the Property to disable the System until such time as Lumina is paid in full and title to the System passes to You.

18. Limited Warranty.

a. Workmanship Limited Warranty. Lumina warrants to You that Lumina will repair, free of charge, any damages to the System which it determines, in its reasonable discretion, were caused solely due to defective installation workmanship for a period of ten (10) years beginning on the the date the System passes final inspection by the applicable AHJ ("**Workmanship Limited Warranty**").

b. Roof Penetration Limited Warranty. Lumina warrants to You that Lumina shall install the System attachments in a professional and workmanlike manner and in accordance with roofing industry standards so that each penetration made by a System roof attachment shall be free from leaks for ten (10) years from the date the System passes Final Inspection ("**Roof Penetration Limited Warranty**"). If Lumina determines, in its reasonable discretion, that an attachment leaked

due solely to Lumina's breach of the Roof Penetration Limited Warranty, then Lumina will repair any damage caused solely by such leak. You have the right to hire a third-party roofer to be present when Lumina investigates a claim under the Roof Penetration Limited Warranty. Lumina will coordinate with such third-party roofer to investigate the cause of the leak.

c. EXCLUSIONS FROM LUMINA'S WARRANTY. The Workmanship Limited Warranty and Roof Penetration Limited Warranty do not extend to:

- i. Batteries and Tesla products. Batteries and Tesla Products are covered by a separate limited warranty. See Battery and Tesla Product Limited Warranty.
- ii. Any defect, failure, damage, loss, or malfunction of any Wildlife Barriers (i.e., Critter Guards).
- iii. Any defect, failure, damage, loss, or malfunction caused by the misuse or unintended or unforeseeable use of the System by You or inhabitants of the Property.
- iv. Any defect, failure, damage, loss, or malfunction of or to anything not related to the operation of the System (i.e., Your fixtures, utilities, siding, and substructures).
- v. Any defect, failure, damage, loss, or malfunction resulting from ordinary wear and tear of the System, roof, or site on which the System is located.
- vi. Any defect, failure, damage, loss, or malfunction caused by shading.
- vii. Any defect, failure, damage, loss, or malfunction resulting from attempts by persons other than Lumina to install, repair, replace, or service System materials, components and equipment, or by third-parties performing work on the Property's electrical system.
- viii. Any defect, failure, damage, loss, or malfunction resulting from improper use or connection to incompatible equipment, unsuitable power sources, physical abuse, damage by accident or neglect, of materials or equipment by You or a third-party.
- ix. Any defect, failure, damage, loss, or malfunction caused by the use of unauthorized or improper parts, components, equipment, materials or supplies, except as caused by Lumina or its subcontractors.
- x. Any defect, failure, damage, loss, or malfunction caused by Your failure to maintain a stable internet connection and software monitoring permissions.

xi. Any defect, failure, damage, loss, or malfunction resulting from actions or events beyond Lumina's reasonable control, including, but not limited to, fire, lightning, power outages, vandalism, wildlife damage, grid surges or failures, acts or omissions of the applicable utility, grid surges or outages, storms (including, tornadoes, snow, ice, hail), war, riots, abnormal weather conditions for the region and climate in which the System is located.

Ryan Farrell

Customer Signature

d. Notice; Remedy. You must notify Lumina within thirty (30) days of the date on which You knew, or should have known, of any condition giving rise to a claim under Section 18(a) or 18(b) and Lumina must receive notification of any such warranty claim prior to the expiration of the applicable warranty period. Lumina will investigate the claimed defect, damage, failure, or malfunction, and determine in its reasonable discretion, whether there is a defect in material, equipment, components, or workmanship. Lumina shall, at its sole cost, proceed promptly to remedy any workmanship issue under the applicable warranty. Lumina shall not be liable for a breach of the Workmanship Limited Warranty or Roof Penetration Limited Warranty unless: (i) You give written notice of the claim, reasonably described, to Lumina within the timeframe set forth in the the first sentence of this Section 18(d); (ii) Lumina is given reasonable opportunity and access after receiving such notice to examine the System; and (iii) Lumina reasonably and in good faith verifies the validity of Your claim under the applicable warranty. Lumina's sole responsibility with respect to any valid and timely delivered warranty claim shall be to correct the issue that is the subject of the warranty claim at Lumina's sole cost. Failure by You to deliver a written warranty claim within the timeframe set forth in the first sentence of this Section 18(d) shall be deemed an absolute and unconditional waiver of Your claim for any defect covered by the Workmanship Limited Warranty or Roof Penetration Limited Warranty. You shall provide Lumina with all necessary access to the Property and the System (if applicable) to perform its warranty obligations. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND LUMINA'S ENTIRE LIABILITY FOR ANY BREACH OF THE WORKMANSHIP LIMITED WARRANTY AND THE ROOF PENETRATION LIMITED WARRANTY. YOU AGREE THAT IN NO EVENT SHALL LUMINA BE LIABLE TO YOU 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 PRODUCTION; (D) 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 (E) LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF REPUTATION.

Ryan Farrell

Customer Signature

e. NO EQUIPMENT WARRANTY BY LUMINA. LUMINA MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK BUT NOT MANUFACTURED BY LUMINA. YOUR SOLE REMEDIES WITH RESPECT TO ANY DEFECT IN SUCH MATERIALS AND EQUIPMENT SHALL BE PURSUANT TO ANY WARRANTIES GRANTED BY THE APPLICABLE MANUFACTURER.

Ryan Farrell

Customer Signature

f. Manufacturer's Warranties. The manufacturer limited warranties on the materials and components are as follows:

- i. Racking and Attachments:** 25 year product warranty
- ii. Panels:** 25 year product warranty, labor and linear power warranty (92%)
- iii. Inverters:** 25 year product warranty

These warranties are set by the manufacturer. For more information, please review the manufacturer's warranties.

For all materials and equipment, Lumina shall secure and pass along and deliver to You, the manufacturer's warranties. Lumina hereby assigns to You all rights granted to Lumina under any manufacturer agreement with regard to said equipment (including all warranty and indemnification provisions). If during the applicable manufacturer warranty period it is shown that there is any defect in any material, equipment or other component of the System, and You have notified Lumina in writing of any such defect within the applicable manufacturer warranty period, Lumina shall coordinate with any manufacturer whose warranty shall apply with respect

to such warranty claim, and may replace or repair any such material, equipment or other component of the System. Unless Lumina Protection Plus+ is included in this Contract, if Lumina undertakes the repair or replacement of any such material, equipment or component, then Lumina reserves the right to charge You for the cost of all labor and materials in excess of the reimbursement received by the manufacturer, if any.

g. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY OR ALL SERVICES, MATERIALS AND EQUIPMENT SUPPLIED AND OR INSTALLED BY LUMINA, AND ANY EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LUMINA (WHETHER SUCH LIABILITIES OR OBLIGATIONS WOULD ARISE UNDER THE AGREEMENT OR OTHERWISE) FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, DELIVERY, INSTALLATION, USE OR PERFORMANCE OF SUCH SYSTEM, MATERIALS AND OR EQUIPMENT.

Ryan Farrell

Customer Signature

19. LIMITATION OF LIABILITY. LUMINA'S LIABILITY TO YOU UNDER THIS CONTRACT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL LUMINA BE LIABLE TO YOU 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 PRODUCTION; (D) 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 (E) LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF REPUTATION. IN NO EVENT WILL LUMINA'S LIABILITY UNDER THIS CONTRACT OR IN CONNECTION WITH THE SYSTEM EXCEED THE TOTAL INSURANCE PROCEEDS PAID ON BEHALF OF OR TO LUMINA BY LUMINA'S INSURERS IN SETTLEMENT OR SATISFACTION OF YOUR CLAIMS UNDER THE TERMS AND CONDITIONS OF LUMINA'S INSURANCE POLICIES APPLICABLE THERETO.

Ryan Farrell

Customer Signature

20. CLASS ACTION WAIVER. YOU AGREE TO BRING CLAIMS AGAINST LUMINA OR ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES OR CONTRACTORS ONLY IN YOUR INDIVIDUAL CAPACITY AND YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

Ryan Farrell

Customer Signature

21. Mediation; Arbitration of Disputes. You and Contractor each have the right to file claims in small claims court for disputes (which shall be given the broadest reasonable meaning) provided hereunder that are within the scope of that court’s jurisdiction. Lumina has the right to file a collection action for any or all unpaid amounts due under this Contract in any court of competent jurisdiction. Except for such collection actions, any dispute which cannot be resolved within the jurisdiction of a small claims court shall, to the maximum extent permitted by applicable law, be resolved through alternative dispute resolution. You and Lumina agree that we will first attempt to settle a dispute by participating in good faith in Mediation (as defined below), administered by the American Arbitration Association (“**AAA**”) with a mediator selected from the AAA National Roster of Mediators. If within sixty (60) days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then any unresolved dispute arising from or relating to this Contract or breach of it shall be resolved by binding arbitration, at the election of either party. Such arbitration shall be administered by the AAA in accordance with AAA’s Consumer Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. For disputes subject to this clause, you give up Your right to: (1) have juries decide disputes; (2) have courts decide disputes; (3) serve as a private attorney general or in a representative capacity; (4) join a dispute you have with a dispute by other consumers; (5) bring or be a class member in a class action or class arbitration; and (6) have a jury trial. To opt-out of this arbitration provision, you must notify Lumina within thirty (30) days of the Transaction Date of Your intent to opt-out of the arbitration provision by providing Your first and last name and a clear statement of Your intent to opt-out. The written intent to opt-out must be provided either by: (a) sending an email to legal@luminasolar.com or by sending a letter by U.S. Mail, or by a nationally recognized delivery service, or by hand to “Lumina Solar, Inc., Attn: Legal Department, 3600 Commerce Dr., Suite 601, Halethorpe, MD 21227. Please see the State Disclosures notice attached to this Contract for information regarding whether a claim against the applicable state home improvement guaranty will be stayed until completion of any arbitration. Such notice shall be incorporated into this provision as if set forth fully herein. The mandatory arbitration fees can be found at this link: https://www.adr.org/sites/default/files/Consumer_Fee_Schedule_3.pdf

BY SIGNING BELOW, YOU CONSENT AND AGREE TO MANDATORY AND BINDING ARBITRATION SUBJECT TO THE TERMS OF THIS SECTION 21.

Ryan Farrell

Customer Signature

22. Indemnification. To the fullest extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party and its related parties from any and all claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature resulting from a third-party claim in connection with, arising out of, or in any way related to the indemnifying Party's breach of this Contract, or its negligence or willful misconduct, or its violation of law. Each Party's indemnification obligations shall not apply if the harm or damage that is the basis for such claim was caused by the negligence or willful misconduct of the indemnified Party, or its contractor, employee, or agent.

23. Communication. Any or all communications to the Customer may be provided electronically. To the extent permitted by applicable law, You authorize Lumina and its affiliates, agents, assigns and service providers (collectively, the "**Messaging Parties**") to contact You using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide information about this Contract and the Work performed hereunder. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses supplied to the Messaging Parties for any matter in connection with the Contractor System. You understand that anyone with access to Your telephone or email account may listen to or read the messages the Messaging Parties leave or send, and You agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when You receive a telephone call, text message or email, You may incur a charge from the company that provides You with telecommunications, wireless and/or Internet services, and You agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record Your calls with the Messaging Parties. You agree that this authorization constitutes a bargained-for exchange. To the extent You have the right under applicable law to revoke this authorization, You agree You may do so only by calling or emailing the messaging parties at 800.971.6118 or customercare@luminasolar.com.

Ryan Farrell

Customer Signature

24. Entire Agreement. This Contract contains the Parties' entire agreement regarding the obligations of the Parties hereunder. There are no other representations or agreements regarding this Contract, either written or spoken. Any change to this Contract must be in writing and signed by both parties. Only an authorized representative of Lumina may execute any change to this Contract on behalf of Lumina.

25. Binding Effect: Assignment and Transfer. This Contract shall be binding upon and benefit You, Lumina, and Lumina's and Your respective related parties, legal representatives, successors, and permitted assigns. Except as expressly provided in this Contract, You may not assign this Contract (or any of Your obligations or rights under it) without Lumina's prior written and signed consent. Any purported assignment by You without our prior written and signed consent shall be null and void.

26. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Contract, including but not limited to any remedies listed in this Contract, or to require performance by the other Party of any of the provisions of this Contract, 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 Contract.

27. Governing Law. This Contract shall be governed by the laws of the State in which the Property is located without giving effect to conflict of laws principles.

28. Execution in Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., DocuSign, BoxSign, DealHub) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

29. Survival. After termination or expiration of this Contract, any provisions which by their nature are intended to survive such termination or cancellation shall survive.

30. Severability. If any term or provision of this Contract is 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.

31. Use of Photographs, Videos, and Signs. You agree that Lumina may feature the Property and System in photos and videos on Lumina's website and social media platforms, including, but not limited to, Facebook, LinkedIn, Twitter, and Instagram. Lumina will notify You of Lumina's intent to use photos and videos of the Property and System. Lumina will not share any identifying information, such as Your street address, contact information, or name. All images and videos taken by Lumina will become Lumina's property, and You have no claim to the photos or videos taken of the Property or System. You agree that Lumina may post a sign conspicuously on Your Property identifying Lumina as the contractor who installed the System, including Lumina's contact information. You may opt out of the consent

provided Lumina under this Section 31 by emailing marketingteam@luminasolar.com of Your decision to opt out.

[END OF GENERAL TERMS AND CONDITIONS]

SCHEDULE A
TO RESIDENTIAL SOLAR INSTALLATION CONTRACT

SCOPE OF WORK

1. Conduct a Site Survey in Accordance With Industry Standards;
2. Inspect the Area of the Roof Where the System Will Be Installed To Determine Suitability for System Installation;
3. Design the System According to Information Gathered During the Site Survey, and in Accordance With Relevant Building Codes and Standard Engineering Practices;
4. Prepare and Submit Permitting Applications, Costs and Permit Service Fees, and Obtain Permits;
5. Prepare and Submit Application(s) for State and Local Incentives;
6. Procure Materials and Equipment to Build and Install the System;
7. Install Ground Mount Structure (if Ground Mounted System);
8. Trenching (if Ground Mounted System);
9. Install the System and Its Components;
10. Repair Drywall Removed or Damaged During Installation;
11. Schedule Necessary Building, Electrical, and Utility Inspections;
12. Schedule Utility Company Commissioning and Start-Up;
13. Install Appropriately Sized and Rated Enphase Inverter System;
14. System Production Monitoring Device;
15. Manufacturer Consumption Monitoring Device (if Feasible Based on Engineering Review);
16. System Design and Engineering by a NABCEP Certified Solar Installer;
17. Supervision of Electrical Work by a Master Electrician;

18. Utility Company Interconnection Application, Oversight and Meter Replacement Scheduling;

19. Solar System Remote Monitor Set-Up; and

20. Install Additional Products if Included as an Addendum to the Contract.

MARYLAND DISCLOSURES

(Notice to Customer: Please Review Disclosures Carefully)

MARYLAND HOME IMPROVEMENT COMMISSION

Each contractor and subcontractor must hold a current Maryland Home Improvement Commission (the "**Commission**") license and anyone can ask the Commission about a contractor.

Commission Contact Information:

Maryland Home Improvement Commission

1100 N Eutaw St, Room 121

Baltimore, Maryland 21201

(t) 410-230-6231

(t) 1-888-218-5925

<https://labor.maryland.gov/license/mhic/>

1. Formal mediation of disputes between homeowners and contractors is available through the Commission;
2. The Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors;
3. A homeowner has the right to purchase a performance bond for additional protection against losses not covered by the Guaranty Fund; and
4. Pursuant to Annotated Code of Maryland, Business Regulation Article § 8-405(c), a claim against the Home Improvement Guaranty Fund by an owner shall be stayed until completion of any arbitration.

Ryan Farrell

Customer Signature

WILDLIFE INTRUSION BARRIER ADDENDUM
TO RESIDENTIAL SOLAR INSTALLATION CONTRACT

Customer Name: Ryan Farrell

Property Address: 2713 Garrett Road, White Hall, MD, 21161

This Wildlife Intrusion Barrier Addendum (this “**Addendum**”) is incorporated into the Residential Solar Installation Contract as of even date herewith (the “**Contract**”). In the event of any conflict between the Contract and this Addendum, the terms of this Addendum shall prevail. All other terms of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in this Addendum have the meanings assigned to them under the Contract.

Customer Acknowledgment

I, the Customer, have been offered the option to purchase a Wildlife Intrusion Barrier add-on (ex., Critter Guard Pest Barrier) to be installed with the System, and informed of the cost of the barrier.

I have also been informed of the risks of not installing a barrier to protect against wildlife intrusion including, but not limited to damage to wiring, components, equipment and reduced System efficiency and production. I acknowledge that such damage is not covered by any limited warranties provided to me by Lumina under the Contract, and I assume the risk of having to pay “out-of-pocket” to repair or replace all or a portion of the System, including its wiring, components, equipment and material as a result of any damages caused by wildlife.

Having been informed of the cost of the wildlife barrier and risks of not installing a wildlife barrier, I hereby waive the installation of a wildlife intrusion barrier with the System.

Ryan Farrell

Customer Signature

NOTICE OF CANCELLATION

Name of Seller: Lumina Solar, Inc.

Address of Seller: 3600 Commerce Drive, Suite 601, Halethorpe, MD 21227

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within five (5) business days, or if you are at least 65 years old, within seven (7) days, 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 10 business days following receipt by the seller of Your cancellation notice, and 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, or send a telegram, to Lumina Solar, Inc. at 3600 Commerce Drive, Suite 601, Halethorpe, MD 21227 not later than midnight of _____.

I hereby cancel this transaction.

Signature: _____

Printed Name: _____

Date: _____

NOTICE OF CANCELLATION

Name of Seller: Lumina Solar, Inc.

Address of Seller: 3600 Commerce Drive, Suite 601, Halethorpe, MD 21227

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within five (5) business days, or if you are at least 65 years old, within seven (7) days, 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 10 business days following receipt by the seller of Your cancellation notice, and 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, or send a telegram, to Lumina Solar, Inc. at 3600 Commerce Drive, Suite 601, Halethorpe, MD 21227 not later than midnight of _____.

I hereby cancel this transaction.

Signature: _____

Printed Name: _____

Date: _____