



INTEGRATESUN SALES AND SERVICES AGREEMENT

DATE: January 5, 2019

CLIENT NAME: Marino Aguhar

CLIENT ADDRESS: 4400 Edith Street, Bellaire, TX 77401, USA

CLIENT PHONE NUMBER: (832) 563-9976

This agreement is made between [**The Client**] and [**INTEGRATE SUN, LLC**] collectively referred to as the "Parties".

The Client requests the Services specified in the sales proposal and IntegrateSun, LLC agrees to provide the Services to the Client on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The Client requests the Services of installing an 3.05 KW Solar Energy System IntegrateSun, LLC agrees to provide the Services to the Client on the terms and conditions of this Agreement.

1.2 Delivery of the Services

Completion date: IntegrateSun, LLC shall complete the project within 8 weeks of the date this agreement is signed.

1.3 Site

IntegrateSun, LLC shall perform the project work at the client's address as specified in this agreement.

1.4 Price

As consideration for the provision of the Services by IntegrateSun, LLC, the price for the Services is **\$15,000** ("Price").

1.5 Payment

The Client agrees to the Price to IntegrateSun, LLC & Pay in cash in two installments as follows:

- 50% upon the signing of this agreement
 - 50% upon the installation of the solar system & its components
- All payments must be paid in full upon product installation completion.
All charges payable under this Agreement are inclusive of all taxes.

2. General terms

2.1 Warranty

IntegrateSun, LLC represents and warrants that:

- i. It will perform the Services with reasonable care and skill.
- ii. System solar modules have a manufacturer production warranty of 25 years. (offered by manufacturer)
- iii. Workmanship has a warranty of 25 years from the day of installation. This warranty includes free service calls for any issues caused by the labor work. For any other service calls the Company will charge a standard trip fee of \$100.
- iv. The Services and the Materials provided by IntegrateSun, LLC to the Client under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.2 Limitation of liability

- I. Subject to the Client's obligation to pay the Price to IntegrateSun, LLC, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- II. To the extent it is lawful to exclude the following heads of loss and subject to the Client's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- III. Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.3 Term and Termination

- I. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in writing.

- II. The Customer can terminate this Agreement for any reason in writing within 3 days of the signing date. In the event that the customer wishes to terminate this agreement for any reason other than listed below -III- then the customer agrees to pay the Company a termination fee that is not to exceed 20% of the total Price (“Incurred Cost”)

- III. Either Party may terminate this Agreement upon notice in writing if:
 - i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or

 - ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

- IV. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.4 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by IntegrateSun, LLC, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.5 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.6 Notices

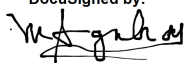
Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- i. first class post, 2 days from the date of posting;
- ii. hand or by facsimile transmission, on the date of such delivery or transmission; and
- iii. electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by [the Client]

Client Signature

DocuSigned by:

 6103A8723D214F2...

Date

1/5/2019

IntegrateSun, LLC

Date

You, the buyer, may cancel this transaction at any time prior to **midnight** of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.