



**Additional Info**

This Purchase Order (together with all attachments and other Schedules attached hereto, this "Purchase Order" adopts and incorporates by reference the terms and conditions of that certain Contractor Service Agreement (the "CSA") by and between Construct Sun, LLC ("Construct") and the Contractor identified in this Purchase Order. Transactions performed under this Purchase Order will be conducted in accordance with and be subject to the terms and conditions of this Purchase Order, the CSA, and the Construct Sun PV Install Services document available at <https://secureservercdn.net/198.71.233.55/h29.857.myftpupload.com/wp-content/uploads/2022/07/Construct-Sun-pv-install-services.pdf>. Capitalized terms used but not defined in this Purchase Order shall have the meanings set out in the CSA.

**Required Service Milestones and Deadlines:**

Installation Complete milestone requirements as listed on the PV Install Services Details and payment term guidelines. The Installation Service Deadline is the Project Date listed on this Purchase Order. Inspection Complete Deadline is ten (10) days after the Installation Complete Deadline.

Services: Contractor shall complete the Services as outlined in this Purchase Order and the CSA including the Installation Complete requirements and the Inspection Complete requirements. The Services shall be completed in accordance with the Construct Sun Contractor Service Standards, and PV Installation service detail as in effect at the time the Services are performed.

Payment Terms: Promptly following the Contractor's achievement of Inspection Complete (including, for the avoidance of doubt, to itself. Each such invoice will be considered to have been unconditionally accepted by Contractor unless disputed in accordance with the CSA. Construct Sun will pay the invoice in U.S. dollars by check or ACH or other electronic transfer within ten (10) days of Construct Sun's approval of the applicable invoice. Payment will be made to the address of account specified by Contractor as part of Contractor's onboarding process, or as defined in Construct Sun's database. Notwithstanding the foregoing, if the Project does not meet Inspection Complete due to one of the following reasons, Contractor shall initiate a Change Order revising the Inspection Complete milestone and including an explanation of the reason for the request:

- delay in scheduling inspection due to delays by the authority having jurisdiction (AHJ) or utility
- unpermitted projects within the parameters of the Customer Site
- other issues unrelated to Contractor's Services

Construct Sun will review the requested change on a case-by-case basis and may accept at its sole discretion.

Waiver of Lien. Upon Contractor's receipt of payment from Construct Sun, LLC with respect to the above referenced job, this document shall be effective to waive and relinquish and forever release the right of the Contractor or any other party claiming by, through or under Contractor (including any Permitted Subcontractor, and Material Supplier), to any lien, stop notice or any other right against a labor or material bond on the job. Contractor represents that all parties or laborers furnishing services or materials on the job have been fully paid for their services or materials. Contractor agrees to cause the prompt release of any liens claimed by these parties or laborers. Contractor further agrees to hold harmless and indemnify Construct Sun, LLC and its subsidiaries and affiliates and the above-named Customer and the owner of the title to the above referenced job sites from and against all costs and expense arising from or by reason of any lien or any release or discharge of any such lien. This waiver and release covers the final payment to the Contractor for all labor, services, equipment, or material furnished on the job, except for disputed claims for extra work. Before any recipient of this document relies upon it, the parties should verify evidence of payment to the Contractor.

Contractor is the subject expert installing systems in there territory. Contractor is to review the approved drawings for compliance with local AHJ. Contractor to review equipment delivered against drawings and insure the correct materials were delivered. In the case there are any issues with either of the above items Contractor to contact Construct Sun installation coordinator immediately prior to installing anything. Construct Sun will give contractor clear direction on how to proceed.