



(910) 409-5533
CapeFearSolarSystems.com

Sales Agreement

Andrew Lathom		
Customer Name(s)		
211 16th Avenue South Surfside Beach, SC 29575		
Address		
andy@lathom.com	(703) 727-2181	
Email	Phone Number	
NA	Approval Required: Yes ☐ No ☒	Santee Cooper
Home Owner's Association	Utility	
	Caleb Timothy	
	Project Developer	

SITE PREP TO BE DONE, ROOF WORK/REPAIR, TREE REMOVAL/TRIMMING, ETC.:

Description: NA
Mounting Location: NA

YOUR SOLAR PHOTOVOLTAIC SYSTEM SUMMARY

Estimated 1 st Year Solar Energy Production	System Size	Panel Warranty
NA	NA	NA

Your System Includes the Following Components

Quantity	Item	Description
1	EV Charger	Installation of 1 Tesla Universal EV Charger
1	Electrical	Installation of 1 Tesla Gateway 3 To Enable Powershare
1	Electrical	Relocation Of Existing Solar Breaker To The Backed Up Panel
1	Onboarding	Onboarding For Existing Solar System
1	Guard	Installation of Critter Guard Around Existing Solar System
PROMO:		Total Installation Cost: \$7,982.75

Your System includes all labor, materials, panels, inverters, mounting hardware, engineering, permits, application fees, inspections and sales/use tax.
Meter supplied and installed by the utility company, typically within 15 days once the system passes all required inspections.

Introduction: The solar power system installation agreement (the "Agreement") is the agreement between you (the "Buyer"), and Cape Fear Solar Systems, LLC, (the "Seller" and together with Buyer, the "Parties"), covering the sale of the solar power system ("System"), the Seller will install at your property. The System components will be procured, installed and integrated by Seller. The amount due from the Buyer to the Seller as consideration for the System will constitute the Purchase Price ("Purchase Price").

PAYMENT TERMS

ACCEPTANCE: The above prices, specifications and conditions listed on the following pages, are satisfactory and hereby accepted. CFSS is authorized to do the above work. Payment will be made as outlined below:

Payment Option	1st Payment	2nd Payment	Final Payment
Cash ✓	45% (due within three days of Closing Date)	45% (due at completion of Installation)	10% (due at activation of System)
Same as Cash Financing	See Financing Partner Terms & Conditions	See Financing Partner Terms & Conditions	See Financing Partner Terms & Conditions
Term Financing —	See Financing Partner Terms & Conditions	See Financing Partner Terms & Conditions	See Financing Partner Terms & Conditions

As illustrated in the above chart on the preceding page:

- If the Buyer chooses to pay for the System without financing, the first payment, representing 45% of the Purchase Price, will be a deposit due within three (3) days of the signing of this Agreement (the “Closing Date”). The second payment, representing 45% of the Purchase Price, will be due at completion of the physical installation of the System (prior to inspection), at which time Seller will notify Buyer of the completion of the installation. The third payment, representing 10% of the Purchase Price, will be due at the activation of the System. Each of the preceding requests for payment will be invoiced by the Seller to the Buyer.
- Proceeding steps in the installation process will not begin until milestone payments for the previously completed work are paid by the Buyer.
- If the Buyer chooses to pay for the System via either of the financing options in the above chart, the terms of the Buyer’s Financing Agreement with the third-party Financing Partner will dictate the Buyer’s Payment terms.

AGL
Initials

Buyer’s payment responsibilities: Buyer agrees to pay in accordance to the terms and conditions outlined above in the Payment Terms Section.

RIGHT TO CANCEL: Buyer may cancel this transaction at any time *prior* to midnight of the third (3rd) day after the execution of this Agreement.

HOA CANCELLATION: If (a) Homeowner’s Association (“HOA”) approval is required, and (b) HOA approval for installation is denied, and any subsequent appeals are also denied, for whatever reasons, this Agreement will be considered cancelled, null, and void.

Default: Seller shall be under no obligation to provide goods or services to Buyer in the event that the Buyer fails to timely remit any payments to Seller as agreed in the Payment Terms section. In the event that Seller incurs costs due to Buyer’s default, Buyer shall be liable for such costs, including, but not limited to, a 30% deinstallation and restocking fee for return of materials or products.

Tax Credits: Seller recommends that Buyer consults a tax advisor regarding Buyer’s eligibility for and use of the Investment Tax Credit.

Scope of Work: Seller will apply for and obtain all necessary permits required by the county as well as the interconnection documentation required for the final interconnection with Buyer's utility company. Seller will procure, install and integrate, in a professional workmanlike manner, the equipment described and purchased on page 1 of the Agreement. Seller will meet with required inspectors, including any county and utility inspectors, to assure the System passes required inspections. After receipt of permission to operate, ("PTO"), from the relevant utility company, Seller will energize and commission the system that will meet or exceed professional operating standards within the solar photovoltaic power generation industry.

Construction Obligations: Seller agrees to schedule the System installation at a mutually convenient date and time and notify the Buyer in advance if the System design must be materially changed so that the Buyer can review and approve any such changes. Seller will clean up after itself at the end of each day of construction. Seller agrees it will install the System according to the appropriate building and electrical codes.

Buyer agrees to:

- Comply with payment terms as outlined above.
- Consult with a professional tax advisor regarding the eligibility for, and the use of, available tax credits and the impact of any utility-provided rebates.
- Reasonably cooperate with the scheduling of the installation, county inspection and utility inspections.
- Return and sign within 5 calendar days any documentation needed for system financing, utility interconnection, etc.
- Ensure the residence has an ongoing and continuous internet connection, with Wi-Fi that is in operation prior to the installation of the System.
- Have a standard homeowner's insurance policy for the residence with liability coverage of at least \$100,000 per occurrence. Proof of insurance should be provided to the Seller in a timely manner. *Note: This liability coverage is a requirement of the utility company.*
- Notify the Buyer's home insurance agent of the Buyer's System installation in a timely manner, so as to insure the Buyer's System.
- Allow access to the installation site, including external access to the roof, and entry inside the residence/property in order to complete the required electrical work.
- Reasonably allow Seller vehicles to use and park in the residence's driveway and in front of the residence so as to efficiently unload and install the System equipment.

Any delays, costs or damages resulting from the Buyer's failure to complete any of the foregoing, for any reason, are solely the financial responsibility of the Buyer.

Estimated Completion Date: Seller agrees that the installation will be scheduled upon receipt of all necessary permits, approvals, utility agreements/paperwork, and materials; and further estimates the installation will be completed and ready for activation within thirty (30) business days. Seller, in its sole discretion, shall decide whether the installation site is in suitable condition to enable it to carry out its duties under this agreement. Seller is not obligated to perform work on the installation it deems unsatisfactory to enable it to work, and may delay performance until such conditions are made satisfactory. Any cost increase resulting from such delay shall be borne by the party responsible for creating and maintaining the unsatisfactory condition.

Damage: Each party shall be responsible for damage caused by its own negligence. The Seller shall not be responsible for damage caused by exposure to harmful materials and chemicals, fire, flood, lightning, earthquake, or other acts of God; vandalism, alteration of system by anyone not authorized by the Seller; use or handling of the system in any way inconsistent with both directions contained in any user or operator manual accompanying the system, or inconsistent with any warning label accompanying the system; or any other cause beyond the control of the Seller.

Warranties: Seller will provide a workmanship warranty for 25 years from the date of acceptance by the Buyer(s) and a 25 year roofing penetration warranty. Any manufacturer's warranties run concurrently with this warranty.

Exclusions: The Warranty does not apply to problems resulting from exposure to harmful materials and chemicals, fire, flood, lightning, earthquake, animals or other acts of God; vandalism, alteration of system by anyone not authorized by the Seller; use or handling of the system in any way inconsistent with both directions contained in any user or operator manual accompanying the system, or inconsistent with any warning label accompanying the system; or any other cause beyond the control of the Seller.

Summary of Manufacturer's Warranties:

COMPONENT	MANUFACTURER'S WARRANTY
Solar Panels	N yr component/ N yr production
Inverters/Microinverters	N yr
Mounting System	25 yr
Energy Storage	N yr

Seller is not responsible for the administration of the manufacturer's warranties. This section is merely included for the purposes of informing Buyer of the terms of the warranties of the components of the System. In the event of a change in ownership of the home, the terms of the manufacturers' warranties will control on the issue of whether the new owner of the home may still benefit from the manufacturers' warranties (i.e. "transferability"). Seller will seek to assist with the transfer of manufacturer warranties to the new owner of the home when allowable under the manufacturer warranties. However, as the manufacturers' warranties control on the transferability issue, Seller makes no representations as to transferability of manufacturer warranties, and Buyer should consult the applicable manufacturer warranties as to the issue of transferability.

If a component of the System breaks or fails due to internal mechanical failure of the component, Seller will replace the component without charge assuming the manufacturer warranties have not expired. However, this section should not be construed to provide free replacement of components in situations in which the component of the System breaks or fails due to **any reason other than internal mechanical failure of the component during the regular and recommended usage of the System**. See *Exclusions* section above, which is fully applicable herein.

Seller may identify potential service needs and notify the Buyer to facilitate the required service. However, Seller is not responsible for actively monitoring the System. To ensure best performance and prompt service, Buyer is responsible for regularly reviewing the System monitoring data with a recommended frequency of at least once per month. Buyer must notify Seller of any potential service needs to enable the most timely resolution.

Performance Guarantee: Seller guarantees that the System will perform to specifications and produce at least 90% (to account for variations in weather and other variables outside of the Seller's control) of the estimated annual energy output over the first year, as outlined in the agreement. For example, if the estimated annual energy output is **20,000 kWh**, then the guaranteed output over the first year is **18,000 kWh**.

If, at the end of the first 12 months of operation, the System's performance is in question, the Seller will measure the energy output using the system's monitoring data. If the System produces less than the guaranteed annual output, as outlined in the agreement, Seller will calculate and refund Buyer for any underperformance based on the adjusted after-tax credit cost per kWh. **For example:**

- After-tax credit cost of the system: **\$30,000**
- After-tax credit cost per kWh produced annually: **\$1.50**

In this example, if the system produces **17,500 kWh** during the first 12 months, the refund calculation will be as follows:

1. **Guaranteed Output - Actual Output:** 18,000 kWh - 17,500 kWh = **500 kWh**
2. **Refund Amount:** 500 kWh x \$1.50 = **\$750.00**

This performance guarantee is subject to a one-time system output evaluation at the end of the first year of operation as described above. Any concern for system performance outside of the first year of operation is not eligible for a refund under this guarantee.

To ensure accurate performance monitoring, Buyer must maintain consistent internet connectivity for the monitoring system throughout the 12-month evaluation period. If internet connectivity is not maintained consistently, Seller reserves the right to estimate energy output by extrapolating from the available data at the sole discretion of the Seller.

This performance guarantee is contingent on the system being operated and maintained in accordance with Seller's guidelines. It excludes any loss of performance due to factors outside Seller's control, including but not limited to physical damage, or modifications to the system. See Exclusions section above, which is fully applicable herein.

Seller's Remedy Not Exclusive: Notwithstanding the provision in this Agreement regarding dispute resolution (Section VII) Seller retains the right to file a property lien, or lien of funds, to secure payment for goods and services as described herein.

Dispute Resolution: In the event of a dispute between the parties arising from any obligation set forth herein, or any breach of this contract, the parties agree to submit such dispute to binding arbitration.

In the event a dispute shall arise between the parties to this Sales Agreement, it is hereby agreed that the dispute shall be referred to arbitration in accordance with the American Arbitration Association's Consumer Arbitration Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. **THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Expenses: The initial filing fee, case service fee, and arbitrator compensation shall be divided equally among all parties to the arbitration. Costs of hiring a court reporter to transcribe the arbitration proceedings shall be borne by the party requesting to have the court reporter transcribe the arbitration proceedings. Costs pertaining to the post-arbitration enforcement of any award shall be borne entirely by the party against whom the award has been made.

Selection of Arbitrator: The parties shall negotiate in good faith to agree upon a single neutral arbitrator to arbitrate their dispute.

Governing Law: This agreement and its terms shall be governed by the laws of North Carolina.

Use of Images, Graphics, and Other Visual Material: Buyer(s) authorize(s) the Seller to use pictures, videos and any other visual material associated with this installation for promotional and marketing purposes including but not limited to print, online, presentation, and any other forms of public advertising.

Non-payment by Buyer: In case of non-payment by Buyer, the Buyer's system will be deactivated and the remainder of the outstanding payments will be sent to debt collections. In addition, deactivation due to late or non-payment by the Buyer voids any warranty on the System. Finally, the Seller may exercise other remedies in case of nonpayment of obligations by the Buyer.

Change of Ownership: In the event of a change in ownership of the property, the ownership of the System may also revert to the new homeowner with the purchase of the property. However, this does not absolve Buyer of any of the responsibilities, including Payment responsibilities, contained herein.

In the event of a change in ownership, the new homeowners should contact Seller to arrange for System service and orientation. In connection with ongoing service for a new homeowner, there is a one-time fee due by the new homeowner covering the remaining period of Seller's workmanship warranty. In addition, there may be other manufacturer warranties which will require payment by the new homeowner in order to transfer these warranties to the new homeowner. New homeowners may also be required to complete interconnection paperwork with applicable Utilities companies. Finally, there may be other requirements not included herein, including but not limited to changes in Seller policy, which may apply to new homeowners who purchase a home with a System, and the Seller should not be bound by any of the instructions in this paragraph as to any third parties, including new homeowners who purchase a home with a preexisting system.

Entire Agreement: This Agreement (and any documents referred to in it) contains the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersedes all previous understandings and agreements between the parties relating to these transactions. Each Party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in the Agreement and any documents referred to in it) made by or on behalf of any other Party or any other person whatsoever before the execution of the Agreement. Each Party waives all rights and remedies which, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this Clause shall limit or exclude any liability for willful misconduct or fraud.

PRINT NAME: Andrew S Lathom

SIGNATURE: 

DATE: May 11 2026 09:53 EST

PRINT CFSS NAME: Caleb Timothy

CFSS SIGNATURE: 

DATE: May 11 2026 06:56 EST

Certificate of Completion

Summary

Document ID: 2DEFBA44-UVEKRHYS5XTPNQGE2JKQBMUGMEIFGBKVC7CGNXJFXPA

Document name: CFSS_Installation_Agreement_Powershare_6May2026

Sent by: Caleb Timothy <caleb.timothy@capefearenergy.com>

Organization: Cape Fear Energy Systems
901 South Front Street, Wilmington, North Carolina, United States 28401

Sent on: May 11, 2026 06:56:00 EST

Signers: 2

Completed on: May 11, 2026 09:53:35 EST

Receives a copy: 1

Sign order: Random

Approvers: 0

No. of documents: 1

Witnesses: 0

Time zone: America/Panama (GMT-05:00)

Recipient reviewers: 0

Recipients



Caleb Timothy
caleb.timothy@capefearenergy.com

Signature

Caleb Timothy

Emailed on: May 11, 2026 06:56:02 EST

Accessed from: 70.40.126.1

Viewed on: May 11, 2026 06:56:04 EST

Device used: Web

Terms agreed on: May 11, 2026 06:56:08 EST

Authentication type: None

Signed on: May 11, 2026 06:56:14 EST



Andrew Lathom
andy@lathom.com

Signature

Andrew B Lathom

Initial

ABL

Emailed on: May 11, 2026 06:56:02 EST

Accessed from: 153.66.109.126

Viewed on: May 11, 2026 09:52:38 EST

Device used: Mobile

Terms agreed on: May 11, 2026 09:52:56 EST

Authentication type: None

Signed on: May 11, 2026 09:53:35 EST



Gabe Amey
gabe@capefearsolarsystems.com

Emailed on: May 11, 2026 06:56:03 EST

Viewed on: -

Authentication type: None

Accessed from: -

Device used: -

Legal Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

Electronic documents

Please note that Cape Fear Solar Systems ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you. closures from us, write to us at info@capefearsolarsystems.com