

Equipment Purchase and Installation Terms

Customer has ordered certain Equipment and Services from the Installer (all capitalized terms are defined below), which are or will be provided pursuant and subject to these Equipment Purchase and Installation Terms (“Terms”). All other terms or conditions are hereby disclaimed and are expressly rejected.

1. **ORDER.** The customer identified on the attached order form (“customer” or “you”) hereby orders the Powder Watts equipment identified thereon (the “Equipment”) and the associated installation services from Installer to install the Equipment on customer’s roof (the “Installation Services” or “Services”).
2. **INSTALLER.** The Installer is the person or company identified on the order form and will have sole responsibility for the Installation Services. The Installer is an independent business, is not affiliated in any way with Powder Watts, LLC, and represents to customers that it has completed appropriate certification or training to install the Equipment and has obtained all required licenses to perform the Installation Services. Installer will be solely responsible for installation of the Equipment and any subsequent follow-up calls or visits associated with its installation.
3. **CUSTOMER REPRESENTATIONS.** In connection with the foregoing order, customer represents that customer has authority to grant permission for the Installation Services and that there are no legal, contractual or similar restrictions on the installation of the Equipment or the Services in the location(s) customer has authorized or if customer did not authorize a specific location, then in any location on customer’s roof chosen by Installer. It is customer’s responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners’ association rules, covenants, conditions, and restrictions related to the Equipment and Services, to pay any fees or other charges, and to obtain any approvals, permits or authorizations necessary for the installation or use of the Equipment or Services (collectively “Legal Requirements”). Customers will be solely responsible for any fines or similar charges for violation of any applicable Legal Requirements.
4. **ACCESS.** Customer acknowledges and agrees that Installer or its designated service provider will be required to access the customer's premises and rooftop to install and maintain the Equipment. Standard Equipment installations performed by Installer generally include: (i) installation of the Equipment, including one or more camera(s) and associated switch(es) to a roof; (ii) connection of the Equipment to the existing heat cable system on customer’s roof; (iii) travel to and from customer’s location within 50 miles of the installer’s office; (iv) connection of the Equipment to the Customer’s wifi network and heat cables; (v) installation of required mounting and cabling hardware; (vi) assistance to Customer to help customer install, connect and initialize the Powder Watts App; (vii) assistance to Customer to help Customer order the separate Powder Watts Energy Savings Subscription Services via the Powder Watts App or website. Any different or additional installation services or hardware are non-standard and may result in additional charges to be agreed upon between customer and Installer. Customer confirms that it has reviewed the installation plan and agreed to any associated charges. Customer also acknowledges the potential risks associated with a roof installation (including, without limitation, with respect to any warranty that applies to customer’s roof or roof membrane by virtue of Installer walking on the roof or attaching the camera or Switch). By ordering the Services and Equipment, or by scheduling one or more service or installation visits, and permitting Installer or its service provider to enter the customer's home, the customer is authorizing Installer and its service provider to perform all of the above actions and voluntarily assuming all associated risks, costs and losses.
5. **WARRANTY.** The Equipment comes with a manufacturer warranty which shall be the sole warranty available to the customer for any Equipment failure or defect. Installer warrants that the Services will be done in a commercially reasonable manner. If Customer is unhappy with the

Services, it must notify Installer of any issues within 10 days of the installation date, otherwise it will be deemed to have accepted Installer's work.

6. **LIMITATION OF LIABILITY.** EXCEPT FOR THE FOREGOING WARRANTIES, NEITHER INSTALLER NOR ITS SERVICE PROVIDER NOR POWDER WATTS, LLC, MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER INSTALLER NOR ITS SERVICE PROVIDER NOR POWDER WATTS, LLC, NOR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR ADVISORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE SERVICES OR EQUIPMENT OR ANY INSTALLATION, REPAIR OR OTHER SERVICES ASSOCIATED WITH THE SERVICES OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, DAMAGE TO CUSTOMER'S PREMISES OR LOSS OF OR DAMAGE TO SOFTWARE, DATA OR OTHER INFORMATION FROM CUSTOMER'S PHONE, NETWORK OR COMPUTER. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of Installer or one of its designated service providers.
7. **DELAYS.** Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.
8. **OTHER TERMS.** Customer acknowledges that the Equipment will only function properly if it separately enters into a Subscription Agreement with Powder Watts, LLC to subscribe for Energy Savings monitoring that uses the Equipment. All such services are provided pursuant to and subject to the terms of the separate terms of the separate Customer Agreement(s) pertaining to such services, a copy of which can be found here and the terms of which are incorporated by this reference: _____. Without limiting the generality of the foregoing, the provisions of Sections 7 (Equipment and Access), 8 (Transfer of Services and Equipment), 9 (Limitation of Our Liability), 10 (Dispute Resolution, Mandatory And Binding Arbitration And Class Action Waiver) and 11 (Miscellaneous) are specifically incorporated herein and made a part of this Agreement. In the event of any conflict between these Terms and any specific provisions of such separate Customer Agreement(s), the provisions of such separate Customer Agreement(s) shall control.