



411 Matheson Street
Healdsburg, CA 95448
www.sunpointenergy.com

Customer Account & Credit Application

Business Information

Business Name: _____
(Full, exact legal name of the business, including "Inc." or other appropriate abbreviations.)

Business Type: Sole Proprietor Partnership Corporation LLC DBA

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Primary Warehouse Address: _____

City: _____ State: _____ Zip Code: _____

Describe your primary business: _____

Federal EIN: _____ D&B #: _____

of Employees: _____ Years in Business: _____ Annual Sales (Last Fiscal Yr): \$ _____

kW Sold Last Year: _____ kW Forecast Next Year: _____ % Resi: _____ % Commercial: _____

Are you working with one of our sales team? If yes, please provide their name: _____

What solar products do you prefer?: _____

Company Contacts

Primary Contact: _____ Title: _____

Phone Number: _____ Email: _____

AR Contact: _____ Title: _____

Phone Number: _____ Email: _____

AP Contact: _____ Title: _____

Phone Number: _____ Email: _____

Other Contact: _____ Title: _____

Phone Number: _____ Email: _____

Licenses

Contractor's License #: _____ License State(s): _____

Reseller's Certificate #: _____ Expiration: _____

Please email license and resale certificate to admin@sunpointenergy.com

Credit Application

Are you applying for Credit?: Yes No *(If no, please proceed to signature page)*

Requested Credit Limit: _____

Business Owner / Officer Information and Personal Guarantee

In consideration of credit being extended by Sunpoint Energy, Inc. to Applicant, I/We hereby personally guarantee to Sunpoint Energy, Inc. payment of any obligation of Applicant, and I/We hereby agree to be bound to pay Sunpoint Energy, Inc. on demand any sum that may become due to Sunpoint Energy, Inc. from Applicant. It is understood and agreed that this guaranty shall be a primary, absolute, continuing and irrevocable guaranty and indemnity for such indebtedness and will not be subject to any counterclaims, set-offs, other deductions or defenses.

I/We hereby waive notice of default, non-payment, non-performance, dishonor, protest, presentment, diligence, promptness, creation, renewal, accrual, extension, proof, or reliance, and agree to be bound by all applicable terms and conditions set forth in this Application, including the Terms and Conditions. This Guaranty will not be released, discharged, terminated, modified, affected or impaired by any occurrences or circumstances whatsoever, including, without limitation, any insolvency, bankruptcy, reorganization or other similar proceeding affecting Applicant or its assets. If any of the undersigned is not an "applicant for credit" under Section 2022 (e) of the Equal Credit Opportunity Act of 1974 (ECOA), such person acknowledges that (a) this guarantee has been executed to provide credit support for Applicant under this Application, and (b) such party was not required to execute this guaranty in violation of Section 202.7(d) of ECOA. This guaranty shall be binding upon the heirs, administrators, successors and assigns of the undersigned.

Guarantor Name: _____ **Title:** _____

Phone: _____ Email: _____

Social Security Number: _____ % Owned: _____

Signature: _____ Date: _____

Guarantor Name: _____ **Title:** _____

Phone: _____ Email: _____

Social Security Number: _____ % Owned: _____

Signature: _____ Date: _____

Guarantor Name: _____ **Title:** _____

Phone: _____ Email: _____

Social Security Number: _____ % Owned: _____

Signature: _____ Date: _____

Have any of your owners or officers ever filed bankruptcy? Yes No

If yes, please explain (including date filed): _____

Have you ever had any judgements or liens filed against your company? Yes No

If yes, please explain: _____

Financial Information

Please email your Fiscal Year To Date and Last Full Fiscal Year statements to: admin@sunpointenergy.com

Bank Name: _____ Checking Account #: _____

Bank Address: _____

Date Account Opened: _____ Contact Name: _____

Phone: _____ Email: _____

It is understood that by signing this form, Buyer gives permission for the bank account information listed above to be released by phone or in writing to Sunpoint Energy, Inc. for possible credit extension purposes. Furthermore, the signature below acts as releasing authority for the back account information requested.

Business Name: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Trade References

**Please Note: List PV companies first. Make sure phone and email are completed for each reference.*

Company Name: _____ **Credit Limit:** _____

Address: _____

Contact Name: _____ Phone: _____

Email: _____

Company Name: _____ **Credit Limit:** _____

Address: _____

Contact Name: _____ Phone: _____

Email: _____

Company Name: _____ **Credit Limit:** _____

Address: _____

Contact Name: _____ Phone: _____

Email: _____

[Signature Page Follows]

This agreement is between Sunpoint Energy, Inc. (“Seller”) and the business named in the Business Name field above (“Buyer”). By signing this Agreement, Buyer agrees to all terms and conditions herein. If Buyer has requested a credit line, Buyer authorizes Seller to obtain credit and financial information concerning Buyer and its principals at any time and from any source. Buyer also warrants that the information provided by Buyer in this document is accurate. Seller’s signature on this page acknowledges the Supply Terms and Conditions attached, but does not indicate that any particular credit line requested by Buyer in this application has been approved. The parties have executed this Agreement as of the Effective Date below.

BUYER

Signature: _____

Date: _____

Name: _____

Title: _____

Notice
Address: _____

Notice
Email: _____

SELLER

Signature: _____

Date: _____

Name: _____

Title: _____

Notice
Address: Sunpoint Energy, Inc.
411 Matheson Street
Healdsburg, CA. 95448

Notice
Email: admin@sunpointenergy.com

SUNPOINT ENERGY TERMS AND CONDITIONS

1. All quotations by Seller and orders for products are subject to the terms set forth herein (the “Agreement”), whether or not this Agreement is explicitly referenced on such document. This Agreement supersedes any other terms in any purchase order, documents, or communications. Seller’s agreement to any additional or modified terms, or modification of any order, must be made in writing. Seller objects to any conflicting or additional terms. Seller’s acceptance of a purchase order, and/or Seller’s failure to object to any additional or conflicting terms, shall not be an acceptance of such additional or conflicting terms, nor a waiver or modification of this Agreement. All orders must be in writing. Seller reserves the right to refuse any order prior to the issuance of a written confirmation, including those based on an error in price or quotation.

2. Prices are subject to change by Seller without notice. Prices do not include taxes. Buyer shall pay the amount of any applicable sales, use, compensating, intangibles, gross income or like taxes, duties, and similar charges levied by any governmental authority in connection with an order. The amount of such taxes will be added to the purchase price unless a valid exemption certificate for Buyer is on file with Seller prior to shipment of the order. Buyer will indemnify Seller from any such taxes or charges, and/or for an invalid tax exemption certificate, including reasonable attorneys’ fees.

3. All quotations and sales are FCA (Seller’s point of shipment) (Incoterms 2010) unless expressly stated otherwise in writing by Seller. Buyer shall pay all transportation charges in addition to the price of the products. Risk of loss of the products shall be on Buyer from and after tender of the products to Buyer or to carrier, whichever occurs first.

4. Payment terms of sale are cash prior to shipment unless otherwise specified on Seller’s written confirmation. Interest may be charged on all past due balances, which shall be the lower of: (i) 1.5% per month or (ii) the highest amount allowed by law. Returned, dishonored or NSF checks will incur an additional charge. In the event of any breach or default by Buyer of this Agreement, Seller may employ any agency or attorney to collect amounts owed from Buyer. Buyer shall pay to Seller all costs and expenses, including reasonable attorneys’ fees, incurred by Seller in the enforcement of any transaction under this Agreement.

5. Shipment and/or delivery dates are merely estimates. Failure of shipment and/or delivery of products by the estimated date will not constitute grounds for charge back, setoff, or for claims of damages against Seller. Seller will deliver the products to the specified address even if there is no one there to accept or sign for the products, unless Buyer instructs Seller otherwise in writing. Buyer shall pay all costs of re-shipment or re-delivery. If Buyer requests a delay in shipment, Seller shall have the right to “ship-in-place” and invoice Buyer. Buyer shall pay storage fees equal to cost plus fifteen percent (15%) accruing from the originally scheduled shipment date.

6. All sales are final. Special order, custom, and non-stock items are non-cancelable and non-returnable, including all drop shipments from manufacturers. Products normally carried in Seller’s inventory may be returned “unused” within 30 days from the date of purchase for credit, only upon Seller’s prior written authorization. All such returned products must be accompanied by a copy of the invoice and a return authorization reference from Seller. Buyer shall pay a restocking charge in the amount of fifteen (15%) of the purchase price to be subtracted from the value of the return. In addition to being “unused”, the product must not have been installed or connected to electrical power, and must be in its original packaging. Only full kits may be returned; no partial kits will be accepted. Buyer is responsible for proper packing and all freight charges associated with returning products. Buyer assumes risk of loss for return transport. Returns are subject to final count and inspection by Seller. Credit will not be issued for damaged products, used products, items with missing parts, and/or obsolete products.

7. “Confidential Information” means: (i) trade secrets or other proprietary or confidential information (including, but not limited to: this Agreement, Seller’s price quotes and availability information provided to Buyer, proposals, term sheets, order terms, financial information, and market intelligence) and (ii) other materials designated in writing as confidential by the disclosing party at the time of disclosure or that a reasonable person would understand to be confidential. Confidential Information will not include any information that is publicly known or known to the receiving party prior to disclosure by the other party, or information that is independently developed. Each party shall

be responsible for any breach by any of its representatives, including directors, officers, employees, agents, and affiliates. The receiving party shall, at its sole expense, take all necessary measures to restrain its representatives from prohibited disclosure. Each party agrees that it will: (a) not disclose to any third party any Confidential Information it obtains from the other party during or after the term of this Agreement except as expressly permitted hereunder or authorized in writing from the other party; (b) only use received Confidential Information for the business purposes contemplated by the Parties. A party may disclose confidential information when compelled to do so by law, using reasonable efforts to notify the other party prior to such disclosure. The confidentiality obligations shall continue for a period of three (3) years from the date of disclosure of the Confidential Information, whether or not this Agreement is terminated.

8. Seller has no right or obligation to provide warranties for the products sold. Any warranties offered by the manufacturer of the products sold shall be offered solely and exclusively by the manufacturer, and Buyer shall pursue such warranty claims directly with the manufacturer. SELLER DISCLAIMS ALL AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING PRODUCTS SOLD AND DESCRIBED HEREIN. SELLER DOES NOT ADOPT OR AFFIRM ANY OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY ANY OF THE MANUFACTURERS OF ANY OF THE PRODUCTS DESCRIBED HEREIN. SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED DAMAGES FOR LOSS OR PROFITS, REVENUE, SALES OR CUSTOMERS OR FOR LABOR, REMOVAL OR INSTALLATION COSTS, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. SELLER'S LIABILITY FOR PRODUCTS SHALL NEVER EXCEED THE PURCHASE PRICE OF THE PRODUCTS WHICH ARE THE SUBJECT OF THE CLAIM, WHETHER OR NOT SUCH PRODUCTS HAVE BEEN INSTALLED OR MADE PART OF AN IMPROVEMENT TO REAL OR PERSONAL PROPERTY. SELLER'S LIABILITY FOR PRODUCTS NOT SHIPPED AND/OR DELIVERED SHALL BE LIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE OF THE PRODUCTS AFFECTED THEREBY AND THE PRICE FOR SAME OR REASONABLY SUITABLE SUBSTITUTE PRODUCTS ON THE OPEN MARKET (WHETHER OR NOT SUCH PRODUCTS ARE ACTUALLY AVAILABLE ON THE OPEN MARKET), NOT TO EXCEED TEN PERCENT (10%) OF THE CONTRACT PRICE OF THE PRODUCTS AFFECTED.

10. Seller shall not be liable for any loss or damage suffered by Buyer, directly or indirectly as a result of Seller's failure to perform, or delay in performing any obligation under this order where such a failure or delay is caused by: strikes, slow downs, lockouts, civil disturbance, war, acts of terrorism, weather, earthquake, government regulations, inability to obtain or revocation of export or import licenses, interruptions or delay in importation and transportation, product shortages, power failures, accident, or other cause beyond Seller's control.

11. Seller may assist in the filing of rebate forms for various state, local utility or other governmental agencies. Seller assumes no responsibility for: (i) completeness or correctness of any form, (ii) accuracy of any estimated rebate, or (iii) success in obtaining a rebate, even if due to Seller error or negligence.

12. Buyer grants to Seller a first priority, purchase money security interest under the Uniform Commercial Code in all products sold to Buyer, and the proceeds thereof, until Buyer's payment in full for the products, including the actual amount of any taxes or other charges applicable to the purchase of the products. In the event of any breach of this Agreement, Seller shall have the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer agrees to execute such security agreements as Seller may request, and authorizes Seller to file such financing statements or other documents to perfect Seller's security interest. Products furnished for use in the improvement of real property may also be subject to the mechanic's lien laws of the jurisdiction in which the products are used.

13. Buyer agrees to indemnify and defend Seller from and against any claim, action, loss, liability, expense, damage or judgment, including costs and attorneys' fees, to the extent arising from the claims of a third-party in

connection with Buyer's installation, resale, or use of the products. Buyer shall maintain worker's compensation or other insurance adequate to cover any such claims.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same instrument. Seller may amend or modify this Agreement in writing, which amendments and modifications shall be binding on all subsequent quotations or written acknowledgements of Seller made after notice of the amendment is provided to Buyer. Neither party may assign this agreement without the prior written consent of the other party, such consent to not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in interest. This agreement shall not confer any rights or remedies upon any third parties.

15. Seller and Buyer consent to personal jurisdiction and venue of the state and federal courts of San Francisco, California. In order to protect its security interests, Seller may seek judicial assistance, including provisional remedies, in any relevant court having personal jurisdiction over Buyer and/or in rem jurisdiction over the products. In the event of any legal action between the parties, the prevailing party shall be entitled to receive from the other party full reimbursement of reasonable attorneys' fees and costs (including court costs and costs of collection) that are incurred in such legal action.

BUYER

SELLER

Company Name: _____

Company Name: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Notice
Address: _____

Notice
Address: _____

Notice
Email: _____

Notice
Email: _____