

Refund policy

Owner Builder and DIY Solar Planning (for solar plan set packages) agree to the following terms:

- We guarantee you will be issued a permit to proceed with your installation from the County or City Building Department or your full refund will be sent back to you.
- The house pictures requested for the job must be sent to us within 14 days starting from the date of purchase or your file will be closed and a \$50 fee will be applied to your account.
- Once house pictures are submitted, no refunds will be given unless permit is unattainable.
- Owner Builder is to follow plan set package installation instructions as designed based on DIY Solar Planning's recommendations.
- It is the owner builders responsibility to make sure the roof is structurally sound to accomidate the additional loading of the solar panels. DIY Solar Planning will not be held liable for any inconsistencies to this regard.
- We reserve the right to refuse service at any time with reasonable refund based on services rendered at the point of service end.

After Owner has received the permit to install from the County or City Building department the purchase agreement between Owner Builder and DIY Solar Planning will be complete.

To complete your return, we require a receipt or proof of purchase.

Refunds (for solar plan set packages, if applicable)

Once your return is received, we will send you an email to notify you that we have received your return request. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within reasonable time.

Owner Builder and DIY Solar Planning (for equipment terms and conditions) agree to the following:

- **Applicability:** These terms and conditions of sale (“Terms”) are the only terms which govern the sale of goods (“Products”) by DIY Solar Planning (“DIY Solar Planning”) to you DIY Solar Planning’s customer (“Buyer”). These Terms supersede any other terms and conditions in any purchase order and other purported agreements or communications in any DIY Solar Planning’s agreement to any additional, modified or substituted terms and conditions must be made affirmatively and in writing in a form other than an acknowledgement of a purchase order in order to be effective. DIY Solar Planning’s acceptance of a purchase order by written acknowledgement or otherwise (even where such form of written acknowledgement purports to create or modify an agreement between DIY Solar Planning and Buyer) and/or DIY Solar Planning’s failure to object to any additional or conflicting terms and conditions contained in Buyer’s purchase order or other documents shall not be an acceptance of such additional or conflicting terms and conditions nor a waiver or modification of the Terms. Buyer’s orders are binding upon Buyer, and shall cease to be binding only if and when expressly rejected by DIY Solar Planning. Only accepted orders shall be binding upon DIY Solar Planning. The terms of Buyer’s purchase order or other ordering document, except for the identity and quantity of the Product ordered and the address for delivery, are expressly rejected, and DIY Solar Planning’s failure to object to such provisions shall not be construed as a waiver of these Terms nor an acceptance of any such terms.
- **Delivery:** All sales are FCA DIY Solar Planning’s shipping point (Incoterms 2010). DIY Solar Planning may deliver in installments, each separately invoiced and paid for when Upon Buyer’s receipt of a Product, Buyer shall inspect the Product and notify DIY Solar Planning in writing of any claims for shortages, defects or visible damage. If Buyer does not notify DIY Solar Planning within seven (7) days of receipt, the Product is deemed to conform to the Terms and accepted by Buyer. Shipment and/or delivery dates are merely estimates and failure of shipment and/or delivery by the estimated date will not constitute grounds for charge back, setoff, or other damages or claims of damages. Products furnished for use in the improvement of real property may be subject to the mechanics’ lien laws of the jurisdiction in which the Product is used.
- **Payment:** Buyer shall purchase the Products at the price in effect at the time shipment is Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, DIY Solar

Planning's income, revenues, gross receipts, personnel or real or personal property or other assets. If DIY Solar Planning is required to pay any such tax, fee or charge, Buyer shall reimburse DIY Solar Planning or provide DIY Solar Planning at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Buyer shall pay all amounts due hereunder in United States dollars, without offset or deduction, and shall remit payment in accordance with the instructions set forth on DIY Solar Planning's invoice, but no later than thirty (30) days from receipt of the invoice. Buyer agrees that as a condition of the credit extended by DIY Solar Planning, Buyer shall provide DIY Solar Planning with at least fifteen (15) calendar days' prior written notice of any change or anticipated change that could have an adverse effect on Buyer's business, financial condition or prospects. All credit extended by DIY Solar Planning to Buyer, and the limits of such credit, is at DIY Solar Planning's sole discretion, and may be reduced or revoked by DIY Solar Planning at any time, for any reason. DIY Solar Planning may, in its sole discretion, require that Buyer prepay for Products or pay for Products via a letter of credit. If Buyer fails to make any payment when due then DIY Solar Planning may, without limiting its other available remedies: (i) assess a late payment fee equal to one and one-half percent (1.5%) of the overdue amount or the highest amount permitted under applicable law, whichever is less, compounded monthly; and/or (ii) suspend further deliveries of Products hereunder until such amounts are paid. In addition, returned, dishonored or NSF checks will incur an additional \$25 charge. Buyer agrees to assume responsibility for, and does hereby unconditionally guarantee payment of all purchases made by Buyer, its agents, subsidiaries and/or affiliates. Buyer further agrees that each of its subsidiaries and affiliates are jointly and severally liable for purchases with Buyer, and Buyer is acting as an agent of such subsidiaries and affiliates in those instances to effectuate purchase.

- **Sales:** All sales are final and DIY Solar Planning does not accept returns absent its express prior written consent, which we may withhold in DIY Solar Planning's sole Special order (e.g., Products not typically in our inventory), custom-built and non-stock items are non-cancelable and non-returnable. This includes all drop shipments made directly from manufacturers, which cannot be returned without DIY Solar Planning's prior consent, which DIY Solar Planning will not unreasonably withhold. For returns accepted by DIY Solar Planning in its sole discretion, the Product must be unused, and returned within 30 days from the date of purchase. All such returned Products must be accompanied by a copy of the invoice, the Return Merchandise Authorization (RMA), and payment of a restocking charge in

the amount of 15% of the Product Price.

Returned Product must not have been installed or connected to electrical power, must be in original packaging, and only full kits may be returned; no partial kits will be accepted. Buyer is responsible for proper packing to insure safe return, Buyer is responsible for all freight charges associated with returning Products and Buyer assumes all risk in the return transport, including loss and/or damage. All returns are subject to DIY Solar Planning's final count and inspection. All deposits are subject to total forfeiture for any reason at any time at the discretion of DIY Solar Planning. Credit will not be issued for Products not returned as required in this section, or for damaged, used or obsolete Product, items with missing parts, or if the Product is received in a condition that prevents it being sold as new. Shipping and handling charges are not credited.

- **Warranty:** DIY Solar Planning makes no warranty with respect to Products, but will use commercially reasonable efforts to pass the original manufacturer's warranty on to Buy DIY Solar Planning MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. DIY Solar Planning's sole and exclusive liability and Buyer's sole and exclusive remedy with respect to nonconforming or defective Product is as set forth in the first sentence of this Section 6. DIY Solar Planning may, in its sole discretion, provide assistance in the preparation, filing and follow-up of rebate forms for various state, local utility or other governmental agencies. In providing such assistance, DIY Solar Planning assumes no responsibility for the completeness or correctness of the rebate form or application or for the action of the public entity, and DIY Solar Planning shall have no liability to Buyer or any third party for success or failure in obtaining a rebate, the accuracy of the estimated rebate amount or the amount of the rebate actually.
- **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIY Solar Planning'S, OR ANY AFFILIATE OF DIY Solar Planning, TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE PRODUCT OR OTHERWISE RELATING TO THE TERMS 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 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT

SHALL DIY Solar Planning OR ANY AFFILIATE OF DIY Solar Planning BE LIABLE UNDER ANY LEGAL THEORY OR FORM OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LABOR, REMOVAL OR INSTALLATION COSTS, OR COST OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATED TO THE PRODUCTS OR THEIR DELIVERY, OR OTHERWISE RELATING TO THIS AGREEMENT, EVEN IF SOLGIENT HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. DIY Solar Planning OR ANY AFFILIATE OF DIY Solar Planning SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY LATE DELIVERY. SINCE SOME JURISDICTIONS LIMIT OR DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF WARRANTIES OR LIABILITY, SECTIONS 5 AND/OR 6 MAY NOT PARTIALLY OR ENTIRELY APPLY TO THE BUYER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

- **Compliance with Laws:** Buyer represents and warrants that Buyer will comply with all applicable laws, regulations and Buyer agrees to maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations in accordance with the Terms. Buyer further represents and warrants Buyer will not, directly or indirectly: (1) sell, export, re-export, transfer, divert, or otherwise dispose of Products to any destination, entity, or person prohibited by the laws or regulations of the United States, or (2) use Products for any use prohibited by the laws or regulations of the United States and/or your local jurisdiction.
- **Termination:** In addition to any remedies that may be provided under these Terms, DIY Solar Planning may terminate the Terms with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due in accordance with the Terms; (ii) has not otherwise performed or complied with any of the Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of
- **Confidential** DIY Solar Planning or any affiliate of DIY Solar Planning may disclose or make available to Buyer certain non-public, confidential or proprietary information (“Confidential Information”). Buyer represents and warrants that it will hold Confidential Information in strict confidence and will not disclose Confidential Information to any third-party. Buyer represents it

will use Confidential Information for no purpose other than in furtherance of Buyer's business relationship with DIY Solar Planning. Without limiting the foregoing, Buyer agrees materials, specifications, equipment, instruments, prototypes, software programs, hardware, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by DIY Solar Planning to Buyer whether orally or in writing, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" is confidential, solely for the use of performing the Terms and may not be disclosed or copied unless authorized in advance by DIY Solar Planning in writing. Buyer further represents it will not modify, reverse engineer, decompile, create other works from or disassemble any Confidential Information. Upon DIY Solar Planning's request, Buyer agrees to promptly return all Confidential Information received from DIY Solar Planning. Buyer agrees that DIY Solar Planning shall be entitled to immediate ex-parte injunctive relief for any violation of this section. This section does not apply to Confidential Information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

- **Indemnity:** Buyer shall indemnify and hold harmless DIY Solar Planning and any affiliate of DIY Solar Planning and its officers, directors, employees and agents, from and against any and all claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, judgments, fines, penalties, settlements, interest, cost and expenses (including reasonable attorneys' fees) arising out of or in connection with an allegation based upon: (i) Buyer's use, sale or of the Product; (ii) Buyer's combination of the Product with other products or materials; and/or (iii) Buyer's breach of the section directly above regarding confidential information. Buyer shall defend DIY Solar Planning and any affiliate of DIY Solar Planning from such claims at DIY Solar Planning's direction. Buyer shall notify DIY Solar Planning promptly of any incident involving Products resulting in personal injury or damage to property, and Buyer shall fully cooperate with DIY Solar Planning and any affiliate of DIY Solar Planning in the investigation of such incident and provide DIY Solar Planning with all related statements, reports and tests available to Buyer.
- **Force Majeure:** DIY Solar Planning and any affiliate of DIY Solar Planning shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the Terms, for any failure or delay in fulfilling or performing any term or condition of the Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable

control of DIY Solar Planning including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power

- **DIY Solar Planning's Rights and Security Interests:** As collateral security for the full and timely payment by Buyer to DIY Solar Planning and any Affiliate of DIY Solar Planning of all now existing and hereinafter arising amounts due to DIY Solar Planning and any Affiliate of DIY Solar Planning, Buyer hereby grants to DIY Solar Planning a security interest and lien on and to all of the right, title and interest of Buyer in all its assets and the assets of any wholly-owned subsidiary of Buyer (including, without limitation, all Products, goods, inventory, tools, equipment, fixtures, accounts, deposit accounts, contract rights, rights to payment, intangibles, intellectual properties, copyrights, and trademarks) wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all products or proceeds (including insurance proceeds) of the Buyer further does hereby authorize DIY Solar Planning to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to DIY Solar Planning under these Terms. Buyer hereby agrees to execute and deliver to DIY Solar Planning, upon request at any time and from time to time, all agreements, instruments, documents and other written matter that DIY Solar Planning may request, in form and substance acceptable to and in the sole discretion of DIY Solar Planning, to perfect and maintain perfected DIY Solar Planning's security interest and liens provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Buyer does hereby irrevocably make, constitute and appoint DIY Solar Planning, and all persons designated by DIY Solar Planning for that purpose, as Buyer's true and lawful attorney and agent-in fact, to sign Buyer's name on any documentation desired by DIY Solar Planning, and to deliver such documents to such persons as DIY Solar Planning may reasonably elect. Buyer further does hereby authorize DIY Solar Planning to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions DIY Solar Planning deems appropriate without Buyer's

signature, and authorizes DIY Solar Planning to describe the collateral in such financing statements in any manner DIY Solar Planning deems appropriate. Moreover, if Buyer defaults in any payment for a Product, Buyer shall make such collateral available to DIY Solar Planning for repossession immediately upon receipt of notice, at Buyer's cost and expense (including reimbursing DIY Solar Planning for the cost of recovery as well as reasonable attorneys' fees and related costs). As used herein, "Affiliate" means with respect to any person or entity, any other person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract, or otherwise.

- **Miscellaneous:** The price for Products constitutes DIY Solar Planning's confidential information, and Buyer agrees not to disclose Product prices to any third-party without DIY Solar Planning's prior written consent. If one or more provisions in the Terms are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of the Terms shall be unimpaired. The Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws, and any and all suits hereunder shall be brought and resolved solely and exclusively in, and DIY Solar Planning and the Buyer do hereby irrevocably consent to the exclusive jurisdiction and proper venue of, the state and federal courts located in Sonoma County, California, and waive any objections thereto based on any ground including improper venue or forum non-conveniens. Notwithstanding the foregoing, DIY Solar Planning and any affiliate of DIY Solar Planning may seek resolution of disputes hereunder by arbitration heard in San Francisco under the rules of JAMS, and DIY Solar Planning and any affiliate of DIY Solar Planning may enforce judgments or seek injunctive relief for an infringement or threatened infringement of intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms. DIY Solar Planning's failure to exercise any rights shall not constitute a waiver of its rights to seek damages and shall not constitute a waiver of any subsequent failure, delay, or breach. DIY Solar Planning's relationship with Buyer is solely that of independent contractors, and neither DIY Solar Planning nor Buyer shall be considered employees, agents, partners, franchisees,

owners, joint venturers or representatives of the other. Any notices or consents under the Terms to either DIY Solar Planning or the Buyer must be in writing and personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified below or such other address DIY Solar Planning or the Buyer may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. Notices to DIY Solar Planning shall be sent to 1000 Lincoln Rd Suit H, #95, Yuba City CA 95991 to the attention of its Chief Executive Officer. The Terms contain the entire understanding between DIY Solar Planning and the Buyer with respect to the sale and purchase of the Products contemplated hereby and the subject matter hereof, and supersedes and replaces all prior and contemporaneous terms and conditions, agreements and understandings, oral or written, with regard to such transactions.

Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at rkeen@diysolarplanning.com.

Sale items (if applicable)

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.