

Field Work: Terms and Conditions

This document is an addendum to NRG Systems' General Sales Terms and Conditions for project field work.

1. Prices and Payment Terms

Seller will issue a quotation for each requested order setting forth the price of the Services. Quotations are valid for 30 days unless otherwise agreed in writing or otherwise specified on the quotation from NRG Systems. Prices quoted are exclusive of any Taxes which may now or hereafter be applicable. Buyer shall be responsible for the payment of all Taxes now or hereafter levied by any governmental authority anywhere in the world. Payment is due Net 30 days from date of invoice unless otherwise agreed in writing. Invoices are to be issued upon completion of the services defined below.

2. Description of Services: Installation

The installation service includes:

- Daily meal and lodging allowance
- Transport of materials to the site
- Installation of the equipment

Assumptions:

- Person or team conducting the installation ("Installer") may be authorized NRG Systems employee(s), representative(s) or sub-contracted vendor(s).
- Installer is expected to complete the scope of work within a single mobilization unless stated otherwise. Additional mobilizations will be billed accordingly.
- Buyer shall provide geographic coordinates for final installation locations.
- Buyer shall be responsible for securing land contracts, permits, etc.
- Buyer shall be responsible for providing proper tower footing (suitable soil for anchors, concrete pad, or pile mounts).



- Weather will permit unobstructed access to site. Weather delays are not covered by NRG and may result in additional charges.
- Sites are accessible by 4WD vehicle w/ trailer.
- No site clearing or preparation is necessary by Installer.
- No snow or vegetation mitigation options are included.
- Either cellular (remote) or SCADA (operational) connectivity is available at each site with troubleshooting and data verification time limited to two (2) hours.
- If applicable, Buyer is responsible for cellular data plan activation prior to installation and maintaining an active cellular plan for the duration of the project.
- The landowner will provide unobstructed access to the installation sites during the entire installation period, and will provide keys, codes, and combinations for any gates, locks, or fences the crew will need to pass through or access MET equipment.
- The landowner requires no additional site remediation such as re-planting, re-seeding, or tower marking after the installation is completed.
- All relevant documentation, photos, calibration certificates, programming files, and copied data will be provided to the Buyer via a file sharing platform.
- Services will be invoiced when the installer confirms completion of the Quality Control Checklist.

3. Description of Services: Commissioning

The commissioning service pricing includes:

- Daily meal and lodging allowance
- Transport of materials to the site
- Commissioning of the equipment in accordance with NRG Systems' Formal Guidelines

Assumptions:

- Person or team conducting the commissioning ("Installer") may be authorized NRG Systems employee(s), representative(s) or sub-contracted vendor(s).
- Installer is expected to complete the scope of work within a single mobilization unless stated otherwise. Additional mobilizations will be billed accordingly.



- Installer will complete the final commissioning of installed measurement systems.
- Buyer is responsible for scheduling of commissioning work.
- Buyer is responsible for providing any onsite requirements (safety training, Covid testing, etc.).
- If remote, an active cellular network is required for proper commissioning.
- If operational, an active SCADA network is required for proper commissioning.
- All hardware, sensors, and instruments will be commissioned in accordance with guidelines established directly by NRG Systems.
- All relevant documentation, photos, calibration certificates, programming files, and copied data will be provided to the Buyer via a file sharing program.
- Commissioning services will be invoiced when the on-site NRG station commissioning is complete.

4. Description of Services: Scheduled Maintenance (for Solar Resource Assessment)

The inspections of the stations are completed either weekly or bi-weekly as agreed on in the maintenance agreement between the Buyer and Seller.

Person or team conducting the maintenance (“Maintenance Technician”) may be authorized NRG Systems employee(s), representative(s) or sub-contracted vendor(s).

The Maintenance Technician will mobilize to site, complete the maintenance activities, and complete a maintenance form, with photos. The form and photos are reviewed by an NRG Project Manager who approves the completed work before being shared with the Buyer. This documentation is then moved to the Cloud-hosted database where it can be accessed by the Buyer.

Maintenance visits include the following:

- Cleaning, inspection, and levelling of irradiance sensors
- Cleaning the soiling kit
- Checking on general system conditions
- Visually inspecting all meteorological sensors



- Checking and cleaning the power system

Maintenance services will be invoiced in the month the service is completed.

5. Description of Services: Scheduled Maintenance (for Solar Resource Monitoring)

The inspections of the stations are the sole responsibility of the site owner or contracted Operations and Maintenance organization. Recommendations for the inspections and cleanings will be provided by NRG Systems.

6. Description of Services: Decommissioning

Seller can provide decommissioning services if this was part of the original agreed scope of work. Once the data collection period is complete, Seller can arrange for an Installer to disassemble the station(s). A report documenting the station decommissioning will be provided to Buyer. The equipment will be prepared for storage or redeployment. The final shipping/storage location will be coordinated with the Buyer and is not included in the proposal.

Decommissioning service price includes:

- Daily meal and lodging allowance
- Decommissioning of the station
- Packaging of materials for shipping
- Documentation

Decommissioning services will be invoiced upon completion of the Decommissioning Quality Assurance checklist.

7. Standby Fees

Delays directly attributable to the Buyer or inclement weather will result in a standby fee of a minimum of \$1000.00 per person per ½ day plus standard daily meal and lodging allowance.



8. Force Majeure

Seller will not be liable for delays in performance or any failure to perform the Services due to any cause beyond Seller's reasonable control including, but not limited to, government action, shortage or labor, raw material, production or transportation facilities, strike or labor difficulty involving employees of Seller or others, fire, flood, act of God, terrorism, tampering, hacking, civil unrest, war, riot, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or for any delay due to the failure of any Buyer Provided Items. In the event of delay in performance due to any such cause, the date of performance of the Services will be extended by a period of time reasonably necessary to overcome the effect of such delay.

9. Limitation of Liability

In no event shall seller be liable to buyer for any special, indirect, incidental, or consequential damages arising out of, or as the result of, the sale, performance, or non-performance of the services or for any defects within any part thereof including, but not limited to, data security, data integrity, response times, or service availability, or for any charges or expenses of any nature incurred without seller's prior written consent, or any damage or loss or loss of use of property or equipment, lost profits, or other damages arising out of the use of or inability to use the data provided by the service, even if seller may have been negligent, or for any infringement of any third party intellectual property. In no event shall seller's liability under any claim made by buyer exceed the purchase price of the services in respect of which damages are claimed. The limited warranty provided in section 7 above does not extend to any services which have been affected as a result of accident, misuse, abuse, tampering, hacking, or as a result of modification by anyone other than seller or for the failure of any buyer provided items.

10. Choice of Law and Forum

The rights and remedies of the parties hereunder shall be governed by the laws of the State of Vermont without regard to the choice-of-law rules thereof, and the parties agree that jurisdiction and venue for any action arising out of or related to the sale, performance, non- performance, or defect of the Services shall be exclusively in state or federal courts located in Vermont.



11. Entire Agreement

These Terms and Conditions along with the applicable quotation contain the entire agreement between Seller and Buyer and constitute the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein.

12. Severability

In the event that any provision hereof violates any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

13. Warranty

Seller's warranties for Products ("Seller Standard Warranties") are set forth in Attachment A hereto and is incorporated into these Terms and Conditions. Any Products supplied by Seller but manufactured by others are warranted only to the extent of the manufacturer's warranty.

Solely with regard to any Services performed, Seller warrants that the Services will be performed in accordance with generally accepted professional standards. Except to the extent expressly provided otherwise in the applicable Statement of Work (including any applicable pass-through warranties available from Seller's subcontractor), the warranty period ("Warranty Period") shall be for a period of twelve (12) months from the date of Buyer acceptance, but no longer than fifteen (15) months from Seller's submission to Buyer of any applicable test or report, whichever comes first. During the Warranty Period, upon prompt written notice of nonconforming Service, Seller will re-perform the Services at no additional charge.

- a. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
- b. If Seller is unable or unwilling to reperform the Services, or if re-performance does not remedy the nonconformity, Seller and Buyer shall negotiate an adjustment in the price for the applicable nonconforming Services.



- c. Seller only warrants that the Services were performed in a professional manner. Seller makes no warranty or representation as to the condition of the apparatus or recommendation as to how Buyer should interpret or utilize any reports or other results generated from the Services.

SELLER'S STANDARD WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER'S STANDARD WARRANTIES DO NOT EXTEND TO ANY PRODUCTS WHICH HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.