

SUNROOF TERMS & CONDITIONS OF SALE

- 1. General.** All sales of goods and services (“Products”) by SunRoof USA, Inc. (the “SunRoof, Seller, we, us our”) made directly through the Digital Platforms are made subject to these Terms and Conditions of Sale and are expressly conditioned upon the Buyer's consent thereto. The Terms & Conditions represent the entire and integrated Agreement between SunRoof and Buyer and supersedes all other oral or written agreements, communications and documents between the Buyer and SunRoof with respect to the subject matter hereof. SunRoof will not be bound by any variations from or additions to these terms and conditions of sale contained in any purchase order or other document submitted by the Buyer. No variation from these Terms and Conditions of Sale shall be binding upon SunRoof unless agreed to in writing by an authorized representative of SunRoof.

These Terms and Conditions of Sale constitute a legally binding contract between SunRoof USA, Inc., and you with respect to your purchase of SunRoof’s product and service through our Digital Platforms. It is important that you carefully read and understand the terms and conditions of this Agreement. By using the Digital Platform to make a purchase, you agree to be bound by this Agreement. You are hereby advised that this Agreement contains disclaimers of warranties and limitations on liability. If you do not agree to these terms and conditions, or have concern or questions related to our products and services, please do not use the Digital Platform to make a purchase and instead contact one of our representatives to help you.

- 2. Changes to Terms and Conditions.** SunRoof reserves the right at any time, with or without cause, to change the terms and conditions of this Agreement, change our Digital Platform, including eliminating or discontinuing any information, products or services. Any changes we make will be effective immediately upon our making such changes or at our option otherwise providing notice thereof. You agree that your continued use of SunRoof Digital Platform after such changes constitutes your acceptance of such changes. Any orders accepted by SunRoof prior to changes being made to the Digital Platform, will be based, and under the terms and conditions at the time of the order was accepted. You hereby acknowledge that you have carefully read all the terms and conditions and agree to all such terms and conditions.
- 3. Authorization.** By placing an Order on SunRoof’s Digital Platform, you as the Buyer represent that you as the Buyer (the “Buyer”) is the sole owner of the property and that there are no encumbrances, bylaws, liabilities, or other legal obstacles preventing or hindering the execution of this Agreement. Buyer also certifies that you have reviewed all applicable local laws and restrictions, obtained and received permit authorization from any governing body, to include but not limited to local building restrictions, homeowners’ associations, Utility Provider restrictions, etc. that permits the installation of SunRoof structure with a solar roof.
- 4. Purchase.** This Agreement is for the delivery and erection of a SunRoof structure containing a SunRoof solar roof and shall be delivered and erected at the Buyer’s place of delivery (“Site”). Buyer agrees to purchase the products and services described in the Digital Platform, and asserts that applicable Buyer responsibilities as listed below have been met. All prices are shown in the currency of Seller's shipping location and are subject to change without notice.
- 5. Acceptance and Cancellation, Returns.** No order for Products placed by Buyer shall be binding on Seller unless and until accepted by Seller. Seller reserves the right to reject any order for any reason. Once submitted to Seller, an order may not be changed or cancelled by Buyer unless such change or cancellation is expressly agreed to in writing by an authorized representative of Seller. Any such agreement to change or cancel an order may be conditioned upon Buyer paying a change or cancellation charge intended to compensate Seller for costs incurred, including, but not limited to, storage and shipping costs, costs of producing non-standard catalog items, costs incurred in purchasing materials, change or cancellation costs imposed on Seller by its suppliers, disposal costs incurred in disposing of Products in accordance with law, and any other cost resulting from a change or cancellation of an order placed by Buyer.

- 6. Contract Price.** All sales made directly through the Digital Platforms indicates the price of the Products and Installation (“Contract Price”). The Contract Price is inclusive of all materials and labor to install the structure with a SunRoof solar roof to include PV modules, optimizers, inverters etc. Buyer shall be responsible to pay all sales or use taxes, excise taxes, property tax, and any other taxes, fees or charges of any nature applicable to the Buyer's purchase of Products, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Shipping and Handling charges will be added to the Contract Price for the Products. SunRoof will bill actual shipping charges plus appropriate handling and insurance required to deliver the Products to the Buyer’s Site. Connection from the structure to the Site’s main electrical panel and meters, to include mounting the electrical equipment at a location other than the structure, may incur additional charges.

Any rebate and incentive amounts listed on the Digital Platforms are estimates. SunRoof does not guarantee these amounts or the Buyer’s eligibility for any rebates or incentives. The Contract Price does not include, and SunRoof is not obligated to provide, any ongoing services in connection with the Products (including maintenance services), except as required in connection with the limited warranties listed below.

- 7. Contract Price Escalation.** Should the project be delayed in commencement from the time the Purchase order is executed, and the Site is ready for construction, then SunRoof will have the right to cancel the existing Agreement and enter into a new Agreement but is not obligated to do so.
- 8. Change Orders.** If Buyer requires a change to be made to the Product order, Buyer must submit a change request to SunRoof in writing for its approval. No change is binding on SunRoof unless the request is approved in writing by SunRoof. Any change requested by Buyer constitutes the Buyer’s consent to possible changes in the Product specifications and price.
- 9. Delivery and Installation Service.** SunRoof will contact the Buyer to schedule the delivery and installation of the Products, and Buyer acknowledges that these dates are estimates based on the information available at that time. SunRoof will not be liable for any damage of any kind or for any consequential or other damages resulting from any delay in delivery or installation of the Products. Delays outside of SunRoof’s control include but are not limited to weather, road congestion, mechanical failure, material availability, pandemic or crew personal issues. Buyer is encouraged to contact SunRoof to confirm delivery and installation of the Products.

Installation will be performed by SunRoof, or its certified subcontractor. Buyer authorizes SunRoof, or its subcontractor, to submit on Buyer’s behalf any interconnection application that is required for the Products. Buyer is required to provide all pertinent information and documents necessary for the submittal of said application. Buyer is responsible for all existing property conditions at the installation location, whether known or unknown. Although SunRoof will take reasonable care possible to minimize the impact on landscaping during the execution of the Installation, the Buyer understands the fragility of plants or other property near a construction activity, and is responsible for protecting landscaping, to include grass, shrubs, flowers and other plants that are within the areas provided to SunRoof.

- 10. Access and Laydown Area.** Buyer agrees to give SunRoof, or its subcontractor, access to the installation Site as scheduled so that SunRoof can install the Products. The Buyer will enable SunRoof, according to SunRoof’s instructions, to organize an area provided by the Buyer, for the delivery, storage, and assembly area of the Product. In addition, the Buyer will provide a safe and secure place for storing necessary materials and tools used for the Installation. SunRoof, or subcontractors, will not be liable for any damage to property within the designated work area that has not been secured by the Buyer. Buyer shall be responsible for any losses sustained by SunRoof, or its subcontractor if the designated work area has not been adequately secured by the Buyer.
- 11. Buyer Responsibilities.** Within 7 days of executing this Agreement, Buyer shall provide details of the existing or future electrical installation, and a copy of the electric utility supply contract or sample of electric utility billings. **It is your responsibility to know if you need a permit or not for the erection of a SunRoof structure before you place**

your order. Buyer shall obtain every permit or other authorization required, including Homeowners Association authorization, for lawful erection of the SunRoof structure on the Site. Buyer must ensure proper setbacks, height restrictions, location of above or underground utilities, and any other details are in compliance with local restrictions and will not otherwise prevent SunRoof from executing the installation of the structure. If Buyer fails to obtain any such required permit or authorization, SunRoof has the right to void all warranties, collect all moneys earned from delivering and installing the structure, and Buyer shall indemnify and hold SunRoof harmless for all damages or costs, including attorney fees, which we may incur as a result thereof.

If plans are required for obtaining a permit or authorization from any governing authority having just jurisdiction, a set of generic engineered plans are available. However, if local codes require additional engineered drawings to include but not limited to foundation, structural, electrical, or other plans and specifications that are otherwise not covered by the generic set, such plans will have to be purchase by Buyer and are not included in the purchase order price. If Buyer requests SunRoof provide these additional engineered drawings or engineering specifications, no refunds are available after the request has been made.

Buyer is required to adequately prepare the Site where SunRoof is to install the structure. The site must be level, the ground firm, free from all utilities or other items that will interfere with the structure, and make any other reasonable improvements to allow the installation of the structure. It is the sole responsibility of the customer to provide the SunRoof or designates subcontractor with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of underground utilities be marked. SunRoof is not responsible for any damage caused to underground utilities. If Buyer fails to adequately prepare the Site, or SunRoof determines the Products purchase are not suitable for the conditions of the Site or electrical components, SunRoof may, at its sole discretion, terminate this Order and retain Buyer's deposit as liquidated damage for Buyer's breach, or seek to recover additional costs that SunRoof may have incurred and its lost profits.

Buyer is to provide at Buyer's expense access to sufficient utilities necessary to perform the Installation (electricity, water, etc.). If you have any questions, please email or call in order to have them answered before placing your order.

- 12. Delays.** The execution of this Agreement shall be extended by the equal number of days caused by any delays caused by the Buyer failing in performing the obligations of the Buyer, or delays caused by weather conditions that prevent SunRoof from safely and effectively perform Installation, or any unforeseen circumstances that prevent the effective execution of this Agreement.
- 13. Completion, Final Inspection and Acceptance.** **Installation Completion** is defined when the SunRoof products are installed and functioning. It is not dependent on the local utility company making the final connection to the grid. Upon completion of the Installation, SunRoof will notify the Buyer that the Installation is ready for inspection and acceptance. The Buyer will have an opportunity to identify any defects in the Product or Installation at that time and list those items in the Punch List section of the Acceptance Document (attached), and before the installation crew demobilizes. SunRoof and the Buyer shall mutually determine the scope and schedule for correcting any of the items on the Punch List. If the Buyer fails to, or refuses to execute the Acceptance Document, SunRoof shall have the right to individually execute the acceptance document, which will constitute a completion of the Installation and obligations under this Agreement.
- 14. Payment.** By entering this Order, the Buyer agrees to timely pay SunRoof per the terms below. Title to the Products will transfer to Buyer after SunRoof completes the Installation and SunRoof receives payment in full. Final Payment is due upon Installation Completion as described in the paragraph above. It is not dependent on connection to the grid for which SunRoof has no control.

Deposit Upon Executing Contract	\$999.00
Due Upon Delivery of Materials	50% of Purchase value + Shipping Cost
Due Upon Completion of Installation	Balance of Purchase cost + any Change Orders

ALL SPECIAL ORDERS REQUIRE A NON-REFUNDABLE 60% DOWN PAYMENT PRIOR TO THE COMMENCEMENT OF ANY WORK, DESIGN, OR FABRICATION.

Any amounts not paid when due shall accrue interest until paid at the lesser of 18% per annum or the maximum interest rate allowed by applicable law.

If Buyer is financing the purchase of SunRoof BIPV System through a financing entity, the timing and amount of Buyer's payments (and any applicable interest accrued) will be subject to the terms and conditions of the agreement with Buyer's financier. If the financier fails to make payment on Buyer's behalf, or the financing is terminated by Buyer or Buyer's financier, Buyer will remain obligated to make payment under the terms of this Agreement.

- 15. Cancellation and Termination.** SunRoof may Cancel and Terminate this order if circumstances arise that prevent the proper performance of the Agreement or is significantly hindered, which could not have been reasonably foreseen by it at the time of accepting this order, in particular changes of legal regulations, or in the case of force majeure, or material breach of the Agreement, within 30 days from the day of getting information about the occurrence of such circumstances. Upon giving such notice of cancellation, SunRoof will refund any deposit received from Buyer. Buyer agrees that such refund shall be Buyer's exclusive remedy for such cancellation. Buyer has 3 days from the day you place your order to request a refund of your full deposit. Deposits are for the purpose processing and preparation of your order. Deposits on orders canceled after the three-day grace period will not be refunded.

Any actions taken to take back a deposit after the initial 3-day period are considered to be "Improperly Filed Claims" from our Terms and are subject to the costs and penalties described therein. Disputes or chargebacks through a credit card company or other payment provider are considered to be "Improperly Filed Claims" as well and will be considered to be fraudulent claims if filed within 120 days of the original charge.

- 16. Confidentiality.** SunRoof and Buyer agree that SunRoof's confidential information shall be all information concerning the Agreements, Installation, SunRoof's operations, information of commercial value including organizational and commercial information, the Contract Price, know-how, etc. regardless of the manner of its transmission or disclosure, the manner of its recording or non-recording, expressed in speech, writing, image, drawing, sign, sound or saving on a carrier or expressed in any other manner, particularly in electronic form, hereinafter referred to as Confidential Information. The Buyer shall not, without prior written consent, transfer or disclose to third parties and the public any Confidential Information; not to use any Confidential Information for purposes other than execution of this Agreement; not to record or copy Confidential Information in a scope wider than necessary for the purpose of executing the Agreement. These Terms herein shall not apply to such Confidential Information which has been published, known, disclosed, or announced to the public; or has been conveyed by a third party without infringing any obligations of SunRoof.

- 17. Privacy.** SunRoof shall have the right to use, including disseminate and make available, information about the Installation and its assembly on the Site, in any form and for any marketing, advertising and promotional purposes, etc. In the communicates, SunRoof shall not use a precise address of the Site nor names of the Buyer or persons residing within the Site without prior written authorization by the Buyer. SunRoof and the Buyer have the right to disseminate information about their cooperation, including marketing, advertising, promotional and similar materials, and communications. Information may be conveyed by the Buyer to potential customers of SunRoof in connection with recommending SunRoof and its services in the form of references or other, within the scope necessary for this purpose. Buyer agrees to be contacted with more information or offers about SunRoof products. The Buyer understands these calls, texts, or emails may use automated systems. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting SunRoof. For additional Privacy information, please review the Privacy Policy available on SunRoof's Digital Platform.

- 18. Intellectual Property.** SunRoof owns all intellectual property rights associated with the Products and any derivatives thereto. SunRoof grant Buyer a nonexclusive limited license to use any imbedded software in connection with the internal operation of the Products only.

- 19. Remote Monitoring and Firmware Upgrades.** Buyer agrees that SunRoof may access the Products at your Site remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high-speed internet line (provided at your cost) to operate. If Buyer does not maintain this internet connection the monitoring will not function.
- 20. Virtual Power Plant (VPP).** SunRoof retains the Right of First Refusal to incorporate your Site and in any future Virtual Power Plant distributed energy resource network. The objective of the VPP is to relieve the load on the grid by smartly distributing excess power generated by individual Sites during peak loads. Buyer retains the right to opt out of the network to increase personal back-up reserve levels at any time.
- 21. Maintenance & Operation.** SunRoof will provide Buyer with an initial copy of the Owner's Manual(s) for the Products, which may be updated from time to time. The Owner's Manuals provide operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. Buyer must maintain and operate the Products in strict accordance with the instructions in the Owner's Manuals. The SunRoof structures have specific maintenance requirements to protect the longevity of the structure. Buyer must adhere to these maintenance requirements to protect the structures and maintain the warranty.
- 22. Force Majeure.** Neither SunRoof nor the Buyer shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly by reason of fire, flood, earthquake, explosion, or other casualty, strikes or labor disputes, disruptions of telecommunication systems, inability to obtain supplies or power, equipment shortages, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, pandemic, or any other act or condition whatsoever beyond the control, fault or negligence of the affected party; provided the party so affected shall resume performance immediately whenever such causes are removed.
- 23. Limited Warranties.** The Products and Installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND INSTALLATION WORK.** Any other warranties, remedies, and conditions, whether oral, written, statutory, expressed, or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, SunRoof limits the duration of and remedies for such warranties to the durations and remedies described below:

Structure

The wood structure material is covered by a warranty from its manufacturer. This warranty will cover defects for at least 10 years from the date of Installation and will be transferred to the Buyer automatically when Buyer pays the Contract Price in full. In order for the warranty to remain in effect, and to prolong the life of the wood, the Buyer is required to seal, stain or paint the lumber annually to protect it from water, rot, insects, or other harmful environmental effect.

Solar Panels

The solar panels are covered by a warranty from their manufacturer. This warranty will be at least 15 years for workmanship from the date of Installation and will guarantee at least 80% of nameplate power capacity for at least 25 years from the date of Installation. This warranty will be transferred to the Buyer automatically when Buyer pays the Contract Price in full. At the Buyer's request, SunRoof will make any claim against the manufacturer under this warranty on Buyer's behalf and perform any related labor at SunRoof's cost.

Inverter & Optimizer

The inverter is covered by a warranty from its manufacturer. This warranty will cover defects for at least 10 years from the date of Installation and will be transferred to the Buyer automatically when Buyer pays the Contract Price in full. Extended warranties for some components can be purchased directly from the manufacture to extend the warranty

period to 20-25 years. See Manufactures Warranty documents for details. At the Buyer's request, SunRoof will make any claim against the manufacturer under this warranty on Buyer's behalf and perform any related labor at SunRoof's cost. If Buyer needs to replace the inverter after this warranty expires, the Buyer should contact SunRoof to help obtain and install a replacement at Buyer's cost.

Battery Back-up

Battery Back-up is covered by a warranty from its manufacturer. This warranty will cover defects for at least 10 years from the date of Installation and will be transferred to Buyer automatically when Buyer pays the Contract Price in full. At Buyer's request SunRoof will make any claim against the manufacturer under this warranty on Buyer's behalf and perform any related labor at SunRoof's cost. If Buyer needs to replace the battery back-up after this warranty expires, the Buyer should contact SunRoof to help obtain and install a replacement at Buyer's cost.

Workmanship

SunRoof warrants that (a) the installation workmanship will be free from defects for 10 years from the date the Products are installed; (b) SunRoof's installation workmanship will not invalidate the manufacturer's warranty for any Products used in your installation; SunRoof shall have the right to determine the best manner in which any defect or warranty item is to be repaired or replaced at SunRoof's cost. This shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

24. Warranty Exclusions. These warranties extend only to the original purchaser of the product warranted by this document. Said warranty does not extend to transferee owners of the Products. The "Workmanship" warranty above does not cover any defect caused by (1) events beyond our reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) Buyer's failure to operate or maintain the Products in accordance with the applicable Owner's Manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) roof leaks caused by ordinary wear and tear, or water entering around a fitting, accessory or other material not installed by SunRoof; (5) any material or equipment connected to the Products that was not installed by SunRoof; or (6) someone other than SunRoof or SunRoof subcontractor, altering, removing, reinstalling or repairing any part of the system unless that person does so in compliance with the Owner's Manual(s). The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into the Installation (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products; or (iv) theft or vandalism. The warranties for "Solar Panels", "Inverter" and "Battery Back-up" above are not subject to the above exclusions but are subject to other exclusions which are described in the relevant manufacturer's warranty document.

25. Limitation of Liability. SunRoof 's entire liability, and the Buyer's exclusive remedy, shall be a refund of the price paid or replacement of SunRoof products, at SunRoof 's option. SunRoof limits replacement to thirty calendar days. All remedies are limited to the United States. Some states do not allow the exclusion or limitation of liability, so the above limitations may not apply to you. SUNROOF IS NOT LIABLE TO BUYER FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUNROOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, ANTICIPATED PROFITS, COST OR LOSS OF USE OF MONEYS, OR DELAYS ARISING FROM THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, SUNROOF'S AGGREGATE LIABILITY TO BUYER UNDER THIS AGREEMENT IS LIMITED TO THE CONTRACT PRICE. THESE LIMITATIONS APPLY TO ANY LIABILITY ARISING OUT OF ANY SITE SURVEY PERFORMED BY SUNROOF OR SUBCONTRACTOR IN CONNECTION WITH THIS AGREEMENT. REGARDLES OF ANY ORAL STATEMENTS WHICH MAY BE MADE TO THE CONTRARY, SUNROOF DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES REGARDING THE SERVICES OR PRODUCTS DESCRIBED IN THE PROPOSAL OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT OR STATEMENTS OF WORK, AND SUNROOF SPECIFICALLY DOES NOT MAKE ANY IMPLIED WARRANTIES OF MERCHANTABILITY FOR A SPECIFIC DESIGN OR FITNESS FOR A PARTICULAR PURPOSE.

26. Breach; Remedies. If Buyer is in breach of this Agreement, upon seven (7) days prior written notice, SunRoof may pursue any remedy it has under this Agreement or at law, including termination, suspension of performance, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged the lesser of 18% per annum or the maximum interest rate allowed by applicable law).

27. Governing Law. This Agreement is governed by the laws of the State of Texas. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on SunRoof or Buyer. This Agreement represents the entire and integrated agreement between Buyer and SunRoof and supersedes all other oral or written agreements, communications and documents between the Buyer and SunRoof with respect to the subject matter hereof.

28. Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between Buyer and SunRoof USA, Inc., and its affiliates (together "SunRoof").

If Buyer has a concern or dispute, a written notice describing the concern or dispute, and desired resolution, shall be sent by Buyer to SunRoof. If not resolved within 60 days, Buyer agrees that any dispute arising out of or relating to any aspect of the relationship between Buyer and SunRoof will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about SunRoof's products. To learn more about the Rules and how to begin an arbitration, Buyer may call any AAA office or go to www.adr.org. The arbitrator may only resolve disputes between Buyer and SunRoof and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing SunRoof products. In other words, Buyer and SunRoof may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this Agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated. If Buyer prefers, you may instead take an individual dispute to small claims court. Buyer may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: SunRoof USA, Inc., 701 Brazos St, Suite 500, Austin TX 78701, stating Buyer's name, product, and intent to opt out of the arbitration provision. If Buyer does not opt out, this agreement to arbitrate overrides any different arbitration agreement between SunRoof and Buyer, including any arbitration agreement in a lease or finance contract.

28. Miscellaneous Terms

This Agreement contains the entire understanding between Buyer and SunRoof concerning the subject matter hereof, to the exclusion of any other agreement, understanding, representation or warranty. This Agreement may only be amended or modified by writing signed by both parties, and without limiting the foregoing, will not be changed amended or modified by SunRoof's acceptance of any purchase order issued by Buyer and containing inconsistent or supplemental terms or conditions, and all such terms set forth in Buyer's purchase orders or similar documents are hereby rejected by SunRoof. This Agreement shall be binding, and shall inure solely to the benefit of the parties and their respective successors and permitted assigns. Waiver by either party of any breach, or failure to enforce any of the terms and conditions of this Agreement at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce this Agreement and compel strict compliance with every term and condition hereof. This Agreement may not be assigned, in whole or in part, by Buyer without the prior written consent of SunRoof. SunRoof may assign this Agreement without Buyer's consent to any affiliate of SunRoof or to a company or other entity acquiring all or substantially all of SunRoof's business to which this Agreement relates.

29. Consumer's Right To Cancel

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

30. Copyrights

This Web site and information contains copyrighted material, trademarks, and other proprietary information. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary or other Material.

31. License

All images, text, contents, products and scripts are licensed and never sold, unless otherwise stated.

32. Contact: Sunroof USA, Inc. 701 Brazos St, Suite 500, Austin TX 78701. info@sunroof.energy

Exhibit 1 – Cancelation Rights

(SunRoof USA, Inc. COPY)

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

Name and Address of the merchant: Sunroof USA, Inc. 701 Brazos St, Suite 500, Austin TX 78701

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (SunRoof USA, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (SunRoof USA, Inc.) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (SunRoof USA, Inc.) regarding the return shipment of the goods at the seller’s (SunRoof USA, Inc.) expense and risk. If you do make the goods available to the seller (SunRoof USA, Inc.) and the seller (SunRoof USA, Inc.) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (SunRoof USA, Inc.), or if you agree to return the goods to the seller (SunRoof USA, Inc.) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunroof USA, Inc. 701 Brazos St, Suite 500, Austin TX 78701 **NOT LATER THAN MIDNIGHT** of the date that is **THREE BUSINESS DAYS** from the date you signed the Agreement.

I, _____, hereby cancel this transaction on [Date]._____

Customer’s Signature:

Customer’s Signature:

(CUSTOMER COPY)

**NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

Notice of Cancellation

Date of Transaction:

Name and Address of the merchant: Sunroof USA, Inc. 701 Brazos St, Suite 500, Austin TX 78701

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (SunRoof USA, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (SunRoof USA, Inc.) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (SunRoof USA, Inc.) regarding the return shipment of the goods at the seller's (SunRoof USA, Inc.'s) expense and risk. If you do make the goods available to the seller (SunRoof USA, Inc.) and the seller (SunRoof USA, Inc.) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (SunRoof USA, Inc.), or if you agree to return the goods to the seller (SunRoof USA, Inc.) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunroof USA, Inc. 701 Brazos St, Suite 500, Austin TX 78701 NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Agreement.

I, _____, hereby cancel this transaction on [Date]. _____

Customer's Signature:

Customer's Signature:
