

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: New Jersey Requirements**
- ☒ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 19: Master Agreement Signature Form**

(The rest of this page is intentionally left blank)

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS		
1.1. Company Information		
1.1.1. Company Name:	Advanced Roofing, Inc. dba Advanced Green Technologies	
1.1.2. Corporate Street Address:	1950 NW 22 nd Street, Fort Lauderdale, FL 33311	
1.1.3. Website:	www.advancedroofing.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Our company was formed in 1983 and has been operating under this name for 36 years. From 1983-1987 the company name was Korn & Sons Roofing	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Clint Sockman
	Title:	Vice President
	Phone:	954-522-6868
	E-Mail Address:	clints@agt.com
1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Clint Sockman
	Title:	Vice President
	Phone:	954-522-6868
	E-Mail Address:	clints@agt.com
1.2. Financial Strength & Legal Considerations		
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, respondents may mark the information as a "Trade Secret" and the response	Advanced Roofing INC, and Advanced Green Technologies are market leaders in the solar and roofing space in the United States. We carry a 40 Million per project and 150 Million in total bonding capacity and have a 40 year history of profitable execution of our business. 2022 Sales Revenue exceeded 180 million dollars. Please see attached financial statement, bonding letters, and reference letters.	

will be redacted from any future use of the RFP response.	
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	None
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	See attached Litigation – uploaded in the additional docs
1.3. Industry Qualifications	
1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	We are a Roofing, General, Solar, HVAC, Electrical Contractor for Commercial Properties throughout the Southeast United States. We have over 80 active roofing term contracts and are very familiar with Government contracting. Currently we employ over 600 association running 38 active jobsites and 65 service trucks 365 days a year.
1.3.2. Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	N/A
1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	We have direct purchase material arrangements with all leading solar module, racking and inverter manufacturers including Hanwha Q Cells, Jinko, Talesun, Canadian Solar, CPS, Sungrow, and Panelclaw. AGT will bring our relationships to the table with all offers made.
1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this	We are vertically integrate Engineering Procurement and Construction company focused on the Commercial and Industrial solar space. We privately owned and operated.

RFP. If applicable, is your network independent or company owned?	
1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	AGT was founded in 2007 and has been the largest solar EPC in Florida for the last 10 years as ranked by Solar Power World.
1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	AGT covers the entire SouthEast United States and Our sister Brand Advanced Roofing, INC has over 90 government term contracts for roofing that we are looking to leverage our current roofing contracts to offer solar services to. As Florida largest commercial solar contractor and IRA tax benefits we already have over 20 mW of projects lined up looking for a procurement vehicle.
1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications? NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u> .	We hold licenses for the following trades: Roofing, General Contractor, Solar (PV), Electrical, HVAC, PE and we are NABCEP Certified – all licenses are uploaded
1.4. Public Sector Experience	
1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts	See attached our term contact list
1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	2023 - \$25,115,530 ~15%

<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>2023 - \$33,821,681 ~18%</p>
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>See attached references.</p>
<h2>2. <u>Products & Services</u></h2>	
<h3>2.1. PRODUCTS & SERVICES</h3>	
<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p>	<p>We are a vertically integrated solar Engineering, Procurement, and Construction contractor. We offer rooftop, carport, floating and ground mounted solar solutions in addition to EV charging and Battery Energy Storage Systems (BESS). From design to commissioning to ongoing maintenance and reporting AGT handles all aspects of the process. We manufacturer of custom line of carports at AGT and have been the solar carport leader in the SouthEast United States for 10 years building for Florida Power and Light, Lockheed Martin, Mayo Clinic, JP Morgan Chase, and Verizon. Our installation range from 100kW rooftop installations to 5+ mW municipal solar arrays. We recently completed a 2mW landfill solar installation for a municipal utility in Lake Worth Florida.</p>

<p>IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>	
<p>2.1.2. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>EV Charging</p>
<p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>Any products that are not able to be priced by RSMeans breakdown will be quoted per a manufacturer or distributor quotes plus a mark up of 15%</p>
<p>2.1.4. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in Attachment B – Cost Proposal.</p>	<p>See attachments</p>
<h3>3. <u>Business Operations</u></h3>	
<h4>3.1.1. Logistics</h4>	
<p>3.1.2. Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>Advanced owns warehouse and office real estate in seven regions in Florida. Fort Lauderdale, Miami, West Palm Beach, Orlando, Tampa, Jacksonville, Fort Myers. We operate a commercial fleet of trucks, cranes, and lifting equipment to support our operations team. With over 200,000 SF of warehouse and yard space we are able to store materials for just in time delivery or utilize or logistics an planning department to arrive in time without storage as need.</p>
<h4>3.2. Customer Service</h4>	
<p>3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your</p>	<p>We have full time CSR’s working in all offices and a 24 HR line for emergency response around the state.</p>

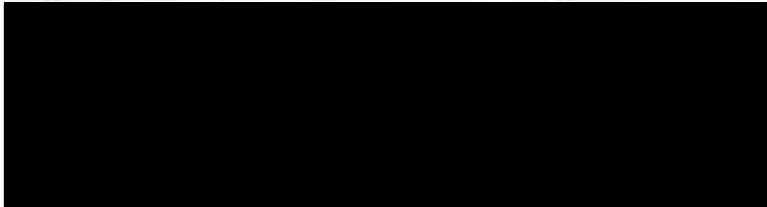
<p>description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	
3.3. Customer Set Up; Order & Invoice Processing; Payment	
3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.	<p>AGT's solar feasibility study starts with site inspections and information gathering and then moves to cost estimating, financial modeling and ultimately to contract. We proposed net 60 day terms with progress payments per AIA G702-703</p>
3.3.2. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	<p>Yes we offer solar leases, Energy Service Agreements, and Power Purchase agreements.</p>
3.4. Bonding Capabilities	
3.4.1. Bonding. Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding company's surety rating.	<p>\$40 million for any single contract and \$150 million in the aggregate. Bonding letter uploaded</p>
4. PRICING	
4.1. Cost Proposal	
4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	<p>AGT proposes to utilize a RS Means unit price costing model. Initial audit can be done against the conceptual design at the time of contract and final audit can be done at the time of design completion for accuracy of each line item and quantity inside the cost estimate.</p>
4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	<p>AGT proposes to utilize a RS Means unit price costing model. Initial audit can be done against the conceptual design at the time of contract and final audit can be done at the time of design completion for accuracy of each line item and quantity inside the cost estimate.</p>

<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> not applicable. Please explain below.</p> <p>We do not have a solar services group pricing schedule setup.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>N/A</p>
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>YES</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>Materials would be offered at Cost plus 15%.</p>
<p>4.1.7. Total Cost of Acquisition. Identify any total cost of acquisition costs that are <i>NOT</i> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>All costs are included.</p>

5. GO-TO-MARKET STRATEGY

5.1. Bidder Organizational Structure & Staffing of Relationship

<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>For areas 1, 2 and 3 will be Clinton Sockman, area 3 is Matt Jefferies and Area 5 Bill Arseneau. Primary contact is Clinton Sockman. See qualifications/resumes uploaded</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>We have sales staff in all markets including a Director of Government Services focused on growing and utilizing our term and cooperative contracts. Our Director of Sales and Strategic Accounts and our business development reps that specialize in specific trade and target markets.</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>We expect to hit the ground running with the demand from our current customer list on the roofing side of the business. We will huddle all members from around the state, educate on the opportunity and reach out immediately with the contract. We will market the contract at state level government purchasing tradeshows, publications and through our expansive networks.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>We see many uses for the contract in the government space. We are pioneering the concept of premium surface parking for government owned lots where higher hourly parking rates can be charged for solar covered parking. Advanced is already the leader in the municipal solar space in Florida and we will attack the speed and cost savings of using a group purchasing contract for faster more effective solar deployment.</p>
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>2023 - \$3,000,000.00 2024 - \$10,000,000.00 2025 \$15,000,000.00 2026 \$18,000,000.00 2027 \$20,000,000.00</p>
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Bidder Organizational Structure & Staffing of Relationship</p>	

<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The proposed administrative fee for this RFP is 2.25% of the total Spend for agencies accessing products and services through the Master Agreement.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Confirmed</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Our cost estimators are required to get executive level approval of all estimates prior to submission.</p>

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as Attachment B and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in Section 5 – Cost Proposal & Pricing.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in Section 6.2 - Evaluation and Scoring of Proposals.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐ Yes ☒ No

List certifying agency: Click or tap here to enter text.

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")

Respondent certifies that this firm is a SBE or DBE: ☐ Yes ☒ No

List certifying agency: Click or tap here to enter text.

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐ Yes ☒ No

List certifying agency: Click or tap here to enter text.

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐ Yes ☒ No

List certifying agency: Click or tap here to enter text.

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐ Yes ☒ No

List certifying agency: Click or tap here to enter text.

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐ Yes ☒ No

List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

We hold a General, Roofing, Solar (PV), Electrical, HVAC, PE License and are NABCEP Certified – licenses are uploaded

(The rest of this page is intentionally left blank)

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. None

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. None

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ Yes

☒ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Clinton A Sockman, hereby certify and affirm that Advanced Roofing, Inc. dba Advanced Green Technologies, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Clinton A. Sockman, hereby certify and affirm that Advanced Green Technologies, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Clinton A. Sockman, hereby certify and affirm that Advanced Roofing, Inc. dba Advanced Green Technologies, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Clinton A. Sockman, hereby certify and affirm that Advanced Roofing, Inc. dba Advanced Green Technologies either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Clinton A Sockman, hereby affirm that this proposal accurately represents the capabilities and qualifications of Advanced Roofing, Inc. dba Advanced Green Technologies, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:



Printed Name:

Clinton A. Sockman

Advanced Roofing, Inc. dba

Company Name:

Advanced Green Technologies

1950 NW 22nd Street, Fort

Mailing Address:

Lauderdale, FL 33311

Email Address:


clints@agt.com

Job Title:

Vice President

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	Clinton A. Sockman
Mailing Address:	1950 NW 22 nd Street, Fort Lauderdale, FL 33311
Signature	
Title of Signatory:	Vice President

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

March 23, 2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.


The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:  _____
Date: March 23, 2023

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? ☒ Yes we agree
(Initials of Authorized Representative) 

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? Yes we agree *CS*
(Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this

procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? Yes we agree *CS*
(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? Yes we agree *CS*
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.


Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? Yes we Agree *CS*
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act


Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.


Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)

8. *Debarment and Suspension*


Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)


9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)


10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? Yes we agree 


11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.


Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? Yes we agree 
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? Yes we agree *CS*
(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? Yes we agree *CS*
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:



Printed Name: Clinton A. Sockman
Company Name: Advanced Roofing, Inc. dba Advanced Green Technologies
Mailing Address: 1950 NW 22nd Street, Fort Lauderdale, FL 33311
Job Title: Vice President

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<div><input type="checkbox"/> Yes</div> <div><input checked="" type="checkbox"/> No</div>
--	---

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations

increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

Date: [Click or tap here to enter text.](#)

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input type="checkbox"/> Yes
	<input checked="" type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:

Street:

City, State, Zip Code:

Complete as appropriate:

I, , certify that I am the sole owner of , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, , a partner in , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, , an authorized representative , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
------	---------	----------

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:

Date:

Click or tap here to enter text.

B. Non-Collusion Affidavit

Bidder Name: Enter Bidder Name

Street Address: Enter Bidder Name

City, State Zip:

State of New Jersey

County of Insert County name

I, Insert name here. of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name, the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry,

marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____. (Notary Public)	_____ (Affiant) _____ (Print name & title of affiant) _____ (Corporate Seal)
My Commission expires:	

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- ☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- ☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Advanced Roofing, Inc. dba Advanced Green Technologies
Address	1950 NW 22 nd Street
City/State/Zip	Fort Lauderdale, FL 33311
Phone Number	954-522-6868
Email Address	clints@agt.com
Printed Name	Clinton A. Sockman
Job Title	Vice President
Authorized Signature	

Initial Term of the Master Agreement

Contract Effective Date:	May 1, 2023
Contract Expiration Date:	April 30, 2027
Contract Number:	

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc. 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139	Equalis Group, LLC. 5550 Granite Parkway, Suite 298 Plano, Texas 75024
By: _____	By: _____
Name: Franklyn A. Corlett	Name: Eric Merkle
As: CCOG Board President	As: EVP, Procurement & Operations
Date: _____	Date: _____



SOLAR ENERGY QUALIFICATIONS

LIC# CVC56792

University of Miami



CONTENTS

- AGT Introduction
- Key Company Information
- Company
- Project Timeline & Safety
- Project Proposal
- Solar Layout & Production Model
- Financial Model
- Project Spec Sheets
- Dare To Compare
- Meet Our Team
- Solar Energy Services
- Solar Energy Solutions
- Maintenance & Warranty
- Client References & Awards
- Contract Terms & Conditions

INTRODUCTION

Every second, our sun produces enough energy to sustain Earth's needs for 500,000 years. How will you harness it?



Advanced Roofing, Inc. and Advanced Green Technologies are pleased to submit the following information for your consideration regarding the contractor selection on your solar photovoltaic project.

As one of the largest commercial solar energy Engineering, Procurement, and Construction (EPC) Firms and Roofing Contractors in the United States, the opportunity to work with your organizations on this project is incredibly exciting for everyone on our team.

We have completed more than 700 successful DESIGN-BUILD solar installations throughout the globe totaling over 350 megawatts of clean energy. Finished projects include Florida's largest privately owned, non-utility and non-governmental solar array for the Lockheed Martin Corporation, along with installations in the Northeast United States for organizations such as Toys R Us, JP Morgan, City Furniture and Konica Minolta.

Our world-class team consists of diverse backgrounds in General Construction, Electrical and Structural Engineering, Metal Fabrication, and Commercial Roofing to ensure we exceed the highest design, installation, and safety standards on your project.

We look forward to discussing this project with you in more detail. Should you require any further information or clarification, please do not hesitate to contact me directly, at 954-522-6868 ext.1060.

Sincerely,

Clinton A. Sockman

Clinton A. Sockman
Vice President

Advanced Green Technologies

KEY COMPANY INFORMATION



Company Legal Name

Advanced Green Technologies
1950 NW 22nd St.
Fort Lauderdale, FL 33311
www.agt.com

Corporation

Fed ID Number – 59-2360591
Type of business: Private S-Corporation
State of incorporation: Florida
Date of incorporation: October, 1983

Safety – Interstate EMR

2022: 0.63

Professional Licenses

Solar Contractor- License #CVC-56792
NABCEP #PV-101913-002781
Electrical Contractor- License #EC13006050
General Contractor- License #CGC-1521128
Roofing Contractor- License #CCC024413
Mechanical Contractor- License #CAC1818806

Bank

Synovus
2500 Weston Rd., Suite 300
Weston, Florida 33331

Surety

The Guarantee Company of North America, USA Surety Agent:
William Griffin
900 S. Pine Island Rd., Suite 210, Plantation, FL 33324
Capacity: 150MM Rooftop; 1BB Ground-mount

Insurance Agent

Frank H Furman, Inc.
1314 East Atlantic Blvd.
Pompano Beach, FL 33060
Gen Lib: \$2MM aggregate

Your Experience Matters Most!

In maintaining our "Commitment to Quality," Advanced Green Technologies would like to remind customers that your experience is what matters most to us. Your experience with our company at every touch point is very important - from initial contact to project close-out. For us, it's not just about completing your project on time and on budget. It's about making the entire process from bidding to completion headache and hassle-free for you, the customer. We think you should be informed, involved and in control from the start, and with more than 500 employees, multiple offices locations, and state of the art equipment- we've got you protected.

Toys "R" Us



COMPANY PHILOSOPHY

On Time, On Budget! We Are Advanced!

The Advanced Family of Companies was founded in 1983 and built from the ground up on our guiding principle of "Committed to Quality" and by doing what we say we are going to do every time, with no exceptions.

Today we are a diversified specialty construction company with annual revenues between \$100 and \$115 million dollars and primarily engaged in the Commercial/Governmental/Industrial Solar, Roofing, Electrical and HVAC businesses.

Headquartered in Fort Lauderdale, we have offices throughout the State of Florida and Northeast United States that enable us to provide our services nation-wide at a competitive cost structure.

Discover What Makes Us Advanced!

In-House Divisions

Our company has a strong belief that the best way to control the construction schedule and cost overruns is to self-perform the scope of work and own the required equipment as much as possible. As a result, we have the following in-house divisions to help us streamline your project: roll-off dumpsters, tower crane, strike and rigging, sheet metal fabrication, mechanical, electrical, fleet of telescoping and scissor lifts. We are fully prepared to mobilize all of our equipment to hold the construction schedule as required or to make up for lost time due to unexpected weather delays.

Advanced Technology

Our team uses cutting-edge project management software including Microsoft CRM, Spitfire, Microsoft Dynamics, and our proprietary solar asset management software, Advanced Access. All of our platforms are cloud-based, giving our clients project and construction management staff worldwide access to all project data at a moment's notice through traditional and mobile devices.

Project Financing

We work with many large and boutique finance firms to bring the best solution for your solar energy project including Power Purchase Agreements (PPA), leasing options, PACE Financing, and SREC broker-age. Our project management team has many years of experience in grant/incentive research, application submissions, as well as, assistance with all essential paperwork for your solar array installation. These value added services are provided at no expense to our customers.

Why Choose Us?



Experienced Team

350+ Megawatts Installed
Award Winning NABCEP
Certified NRCA RISE Solar
Professional



Protection Guaranteed

Low Safety EMR = .63
\$150 Million Bonding
\$14 Million GL Insurance
\$2 Million Captive Insurance



Advanced Technology

Advanced Access
Spitfire Project Management
Microsoft CRM
AGT Data Monitoring

Cresskill High School



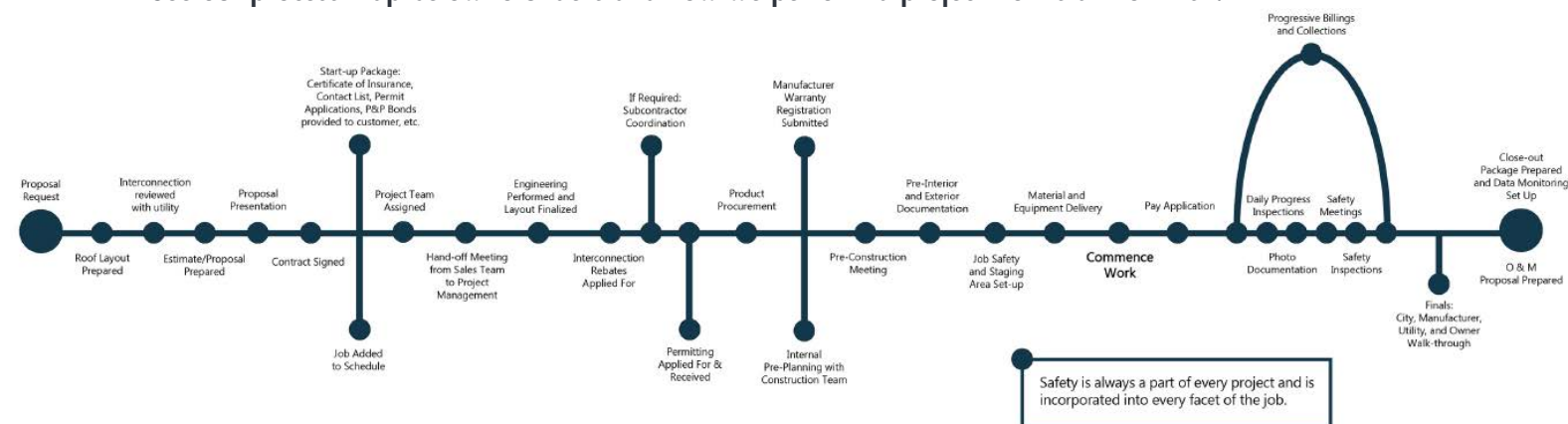
SOLAR PROJECT TIMELINE

At Advanced Green Technologies, solar energy is our business. That's why we are committed to the precision and quality of every installation we perform. We can offer you a broad range of solar energy services and solutions to fit your needs, and we are certified by every major solar manufacturer to install the highest quality systems with the best warranties.

Once you begin a project with us, the work will continue along a path to your complete satisfaction. First, your needs are assessed, and a plan is developed to determine the necessary course of action and best practices. Then we will select the best products, followed by establishing a timeline of your project. At regular stages along the way, you are updated on the project and supplied with appropriate reports and photographs. Our proven workflow ensures communication and clarity with all parties involved.

Our goal is to make the process of installing solar easy and hassle free for you. Our experience continually improves from feasibility studies and product procurement to construction and project commissioning.

See our process map below to understand how we perform a project from start to finish.



SAFETY IS OUR TOP PRIORITY

We are proud to be recognized as one of the safest construction companies in the solar industry with an Experience Modification Rate of 0.63 (1.0 = industry average).

Our team is committed to maintaining a safe and healthful workplace. By providing an environment that is free from recognized hazards we are able to protect our most valuable resource, our employees.

All Advanced projects have a detailed site-specific safety plan, kickoff meeting, and unannounced inspections to ensure our safety standards are exceeded.

Learn more about our safety program at www.agt.com



Dare To Compare

Compiled below is a list of important criteria for any business owner to consider when selecting the right contractor for a solar energy project. Our team has a documented history of exceeding expectations in each category. Before selecting any solar professional, research whether the prospective company satisfies these key areas of concern, or as we like to say "Dare to Compare". Please rank the top three that are most important to you.

___ Longevity in Business

Your solar energy system will last over 20 years, so you want to make sure your solar contractor will still be around. We suggest using a contractor with at least 5 years in the solar industry. *Check out employer's history at your state's Division of Corporations website.

___ Financial Stability and Bonding

Contractors go out of business because they do not have proper financials in place. Ask for audited financials, bank references, surety information and/or check online at www.db.com

___ Permit Processing

The #1 reason for delays in projects is incorrect permitting. Choose a contractor that can show you how many permits they process in your city. Ask your contractor how many permits they process on a monthly basis.

___ Protecting Rooftop Warranties

Only contractors with enough experience, Megawatts installed, and strong relationships with roofing materials manufacturer's can ensure that your solar energy system does not void the roof's pre-existing manufacturer's warranty. Check with the manufacturer and make sure your warranty does not get voided.

___ All Under One Roof

Using multiple contractors or subcontractors for different trades, such as engineering and construction will lead to longer timelines and finger pointing. Ask your solar contractor who will be installing your system.

___ Safety

Most solar energy systems are located on the roof, so without safety protocols and management, an accident can stop or delay your project. Ask for your solar contractor's Experience Modification Rate (EMR) ratio.

___ 24/7 Service

It's noon on a Saturday and your system is not producing energy. Who do you call? Require access to your solar contractor 24/7 in case of unexpected emergencies.

___ Reputation, Pride, and Integrity

Pictures can say a thousand words. Choosing a contractor that can back up their claims of quality with documentation, both during the installation and of the final product, can help prevent surprises in quality and professionalism. Ask your solar contractor for pictures and references of completed projects and in-progress photos.

___ Repairs

You have a job to do and it should not be looking after the solar array. Ask for references from customers 5 years past and ask how their solar array is operating to date, and if repairs were needed after the installation.

___ Community Service

Feel good about purchasing your new solar energy system. Ask your potential solar contractors what they do for their community, in addition to their clients.

___ Best Value Proposition

Know what you are getting for your money. The price is competitive but over the life of the system, which bid is your lowest cost/ROI.

MEET OUR TEAM



Robert Kornahrens
Founder, CEO

Robert “Rob” Kornahrens is the founder and CEO of Advanced Green Technologies and Advanced Roofing Inc.

A leader in the construction industry for four decades, Rob has grown his company to over 550 employees with seven offices in Florida; and annual revenues between \$100-\$130+ million.

Education:

Undergraduate studies in Business Administration at the University of Arizona.

Contact:

P: 954-275-8245
E: robk@agt.com



Michael Kornahrens
Executive Vice President

Michael is the Co- Founder and Executive Vice President of Advanced Green Technologies.

Born into the Construction Industry, Michael has successfully completed over 300+ solar installations throughout North America, as well, as earning the top commercial solar contractor ranking in the state of Florida 2011-2022.

Education:

Undergraduate studies in Management at Florida Atlantic University.

Contact:

P: 954-553-8577
E: michaelk@agt.com



Clint Sockman
Vice President

Clint oversees all sales and operations at Advanced Green Technologies.

He has more than a two decades of experience in Field Operations and Construction Management of Commercial, Industrial, and Institutional roofing and solar energy projects. Additionally, Mr. Sockman has successfully lead teams to completion on over 350+ Megawatts of Solar Installations.

Education:

Undergraduate studies in Information Systems with a minor in International Business at the University of Cincinnati. NABCEP Certified.

Contact:

P: 954-232-8772
E: clints@agt.com



Matt Jeffries
Director of Sales &
Strategic Accounts

After spending 17 years with General Electric and servicing material needs for the construction industry, Matt entered the contracting world with Advanced Roofing and Advanced Green Technologies in 2018.

As Director of Sales & Strategic Accounts, Matt holds responsibility for end-to-end client satisfaction. From project discovery through proposal development and project delivery, he serves as a single point of contact for select strategic accounts.

Education:

B.S. in Marketing from University of Indianapolis, possesses Six Sigma Green Belt Certification, and has received several awards from GE including but not limited to: CEO Round Table Advisor 2006-2012; All Star Award 2002-2003; Wired to Inspire Award 2013.

Contact:

P: 954-218-6004
E: mattj@agt.com

"In the solar construction industry, it's not only how the job's performed, it's who the people are, doing it. Their skills, their involvement, and their professional demeanor." - Rob Kornahrens, CEO, Advanced Green Technologies



Darrin Lindsay
Director of
Pre-Construction

Darrin Lindsay is the director of Pre-Construction for Advanced Green Technologies & oversees the design & estimating process for solar projects.

Darrin has over 12 years of experience as an Estimator, Project Engineer and Project Manager in Heavy Civil, Commercial and Solar Construction. Darrin has successfully managed over 70 million dollars in Heavy Civil and Commercial Construction as well as over 25 million dollars in solar projects.

Education:

Bachelor of Science in Building Construction from the University of North Florida.

Contact:

P: 239-340-6900

E: DarrinL@agt.com



Tim Ding
Project Engineer

Tim joined Advanced Green Technologies in 2013, bringing more than 10 years of solar PV system design experience to the team.

He is a NABCEP Certified PV system Inspector, and through his studies at Memorial University of Newfoundland, he possesses a B.S. in Engineering Physics and an M.S. in Organic Solar Cell/Organic LED. As Sr. Process Manager at AGT, Tim designs solar PV packages and Energy Storage Systems (ESS).

Education:

Memorial University of Newfoundland, B.S. in Engineering Physics and an M.S. in Organic Solar Cell/Organic LED

Contact:

P: 954-868-6986

E: timd@agt.com



Greg Bates
Solar Service Manager

With more than 20 years of experience in the electrical construction and facility maintenance industries, Greg joined Advanced Green Technologies in 2020.

He is a Licensed Electrician (FL) and attended electrical trade school in Atlanta, GA through the National Joint Apprenticeship and Training Committee 5-year apprenticeship program. As the Solar Service Manager for AGT, Greg leads a department that strives to maintain, troubleshoot, and upgrade all Solar, EV, and networking systems while providing superior service that results in 100% customer satisfaction.

Education:

A Licensed Electrician (FL) and attended electrical trade school in Atlanta, GA through the National Joint Apprenticeship and Training Committee 5-year apprenticeship program.

Contact:

P: 786-265-7597

E: gregb@agt.com

MEET OUR TEAM



Bryan Cardona
Safety Director

Bryan oversees the Safety Division at Advanced Green Technologies.

He has a decade of experience in the areas of Occupational Safety and Health Management. Bryan's goal for Advanced Green Technologies is to continue being an industry leader in safety while promoting a safety culture and growing OSHA partnerships.

Education

OSHA Authorized Construction Trainer, which allows Bryan to implement the OSHA 10 and 30-hour training courses for our field staff.

Contact:

P: 786-260-5866

E: bryanc@advancedroofing.com



Tom Griffith
Sales Executive

Tom Griffith is a Sales Executive for Advanced Green Technologies.

He is responsible for crafting proposals and financial models that align with customer goals and priorities. Having worked in the renewable energy industry since 2016, he has successfully completed and sold over 90 million dollars of solar projects.

Education

Undergraduate studies in Finance with a minor in Environmental Sciences at Alma College. NABCEP PV Technical Sales Certified.

Contact:

P: 561-519-9847

P: tomg@agt.com



Julia Barton
Key Account Executive

With experience in commercial solar in the European market, Julia joined Advanced Green Technologies in 2021. She has consulted large-scale C&I companies and Fortune 500 companies in reaching their sustainability goals. For AGT, she is responsible for new construction projects and serves as the single point of contact for General Contractors, Architects, and Developers.

Education:

BBA in International Business & Management from the University of Amsterdam

Contact:

P: 954-830-6140

E: JuliaB@agt.com



Robert Bruno
Business Development

Robert (Bob) Bruno has been advising commercial customers on the benefits of Solar for over 16 years. He delivered consulting engagements for large commercial and public sector businesses, supporting their sustainability objectives. Bob represents AGT on the Saint Petersburg Chamber Sustainability Committee. He enjoys educating clients on solar, establishing strong relationships and delivering win-win solutions. At AGT, Bob develops new commercial opportunities for Solar and Roofing projects.

Education

Undergraduate studies in Environmental Science at Kean University, New Jersey

Contact:

P: 908-963-2332

E: robertb@agt.com

SOLAR ENERGY SERVICES

Partner with an award-winning, full-service commercial solar energy contractor with more than 350 MW installed around the world.



Young Street, CAN

1 Pre-Construction

- Feasibility Study
- Financial Analysis
- Design & Engineering
- Permitting & Application

2 Construction

- Project Management
- Product Procurement
- Installation
- Commissioning

3 Post-Construction

- Preventive Maintenance
- Upgrading Technology
- Data Monitoring
- Emergency Response Team

Market Segments Served

- Developers
- Education
- Government / Municipality
- Independent Power Producers
- Not-for-Profit
- Private/Business
- Utilities

ROOFTOP SOLUTIONS

JM Family Enterprises



JM Family Enterprises

Project Size: 150 kW
Location: Deerfield Beach, Florida
Completion: 2014
Role: Engineering, Procurement & Construction

University of Miami



University of Miami

Project Size: 71 kW
Location: Coral Gables, Florida
Completion: 2015
Role: Engineering, Procurement & Construction

Raymour & Flanigan



Raymour & Flanigan

Project Size: 1.1 MW
Location: Gibbstown, New Jersey
Completion: 2012
Role: Engineering, Procurement & Construction

Toys "R" Us



Toys "R" Us Inc.

Project Size: 5.3 MW
Location: Flanders, New Jersey
Completion: 2011
Role: Engineering, Procurement & Construction

View a complete list of our solar projects at www.agt.com



ROOFTOP RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: JM Family Office A&B Deerfield Beach
Project Address: 150 & 250 Jim Moran Blvd. Deerfield Beach, FL
Type: Roof Top – 423.15 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$1,543,979.00
Completed: 2020
Owner: JM Family Enterprises
Owner Address: 111 Jim Moran Blvd, Deerfield Beach, FL 33442



Project: JJ Taylor Distributing Florida Inc.
Project Address: 2040 Park 82 Drive, Fort Myers, FL 33905 Type:
Roof Top – 1,080.72 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$1,603,307.00
Completed: 2018
Owner: Alcat Fort Myers, LLC
Owner Address: 655 North AIA, Jupiter, FL 33477



Project: Verizon Temple Terrace
Project Address: 7701 East Telecom Parkway, Temple Terrace, FL
Type: Roof Top – 1,909.44 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$2,440,158.00
Completed: 2020
Owner: Distributed Solar Operations, LLC
Owner Address: 1 River Road, Bldg 66, Schenectady, NY 12345



Project: Venus Fashion
Project Address: 11711 Marco Beach Drive, Jacksonville, FL 32224
Type: Roof Top - 787.32 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$1,286,007.00
Completed: 2018
Owner: Venus Fashions, Inc.
Owner Address: 11711 Marco Beach, FL 32224





ROOFTOP RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: Toys R Us
Project Address: Flanders, New Jersey
Type: Rooftop – 5.38 MW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$7,200,000.00
Completed: 2011
Owner: Toys R Us Inc.
Owner Address: One Geoffrey Way, Wayne NJ 07470



Project: Alumiguard (Barrette Outdoor Living)
Project Address: 2401 Corporate Blvd., Brooksville, FL 34604
Type: Rooftop – 2,350.98 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$3,190,523.00
Completed: 2020
Owner: Barrette Outdoor Living, Inc.
Owner Address: 2401 Corporate Blvd., Brooksville, FL 34604



Project: Pinellas County Central Energy Plant
Project Address: 501 Bay Ave., Clearwater, FL 33756
Type: Rooftop – 12.58 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$96,601.00
Completed: 2020
Owner: Pinellas County Board of County Commissioners
Owner Address: 400 S. Ft. Harrison Ave., Clearwater, FL 33756



Project: Dunedin Waste Water Treatment Plant
Project Address: 1401 County Rd. 1, Dunedin, FL 34698
Type: Rooftop – 137.46 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$253,619.73
Completed: 2020
Owner: City of Dunedin
Owner Address: 1401 County Rd. 1, Dunedin, FL 34698





ROOFTOP RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: Costex Tractor Parts - Headquarters
Project Address: 5800 NW 74th Ave., Miami, FL 33166
Type: Rooftop – 1.6 MW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$4,375,746.00
Completed: 2021
Owner: Costex Tractor Parts
Owner Address: 5800 NW 74th Ave., Miami, FL 33166



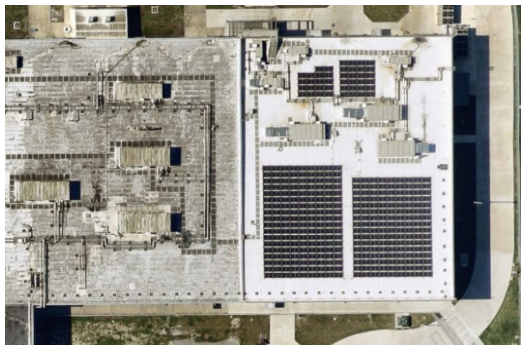
Project: Broward County Mass Transit – Copans Bus Station Project
Address: 3201 W Copans Rd., Pompano Beach, FL 33069 Type:
Rooftop – 737 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$1,268,824.00
Completed: 2020
Owner: Broward County
Owner Address: 115 S Andrews Ave., Fort Lauderdale, Florida 33301



Project: Mitsubishi - Orlando
Project Address: 2287 Premier Row, Orlando, FL 32809
Type: Rooftop – 1.7 mW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$3,424,525.00
Completed: 2022
Owner: Mitsubishi Hitachi Power Systems America
Owner Address: 2287 Premier Row, Orlando, FL 32809



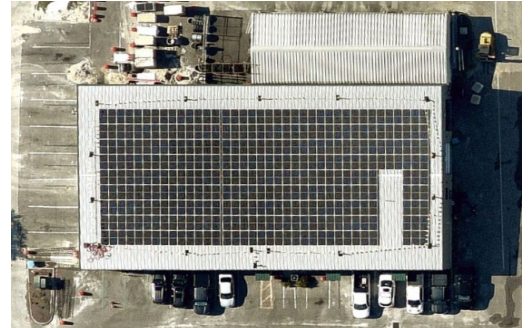
Project: Lockheed Martin - Orlando
Project Address: 5600 W. Sand Lake Rd., Orlando, FL 32819 Type: Rooftop – 125.3 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$255,546.00
Completed: 2021
Owner: Lockheed Martin
Owner Address: 5600 W. Sand Lake Rd., Orlando, FL 32819





ROOFTOP RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: City of Winter Park, FL
Project Address: 1409 Howell Branch Rd., Winter Park, FL 32789
Type: Rooftop – 148.4 kW
Type: Carport – 134.9 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$963,913.00
Completed: 2022
Owner: City of Winter Park, FL
Owner Address: 1409 Howell Branch Rd., Winter Park, FL 32789





Roofing and Solar Work Hand in Hand at the New CTP Headquarters

When the management team at Costex Tractor Parts (CTP) was planning its new headquarters in Doral, Florida, the goal was to build a state-of-the-art facility and centralize all operations of the growing business. The company was also interested in tapping into green technology, including solar power.

Now complete, the new CTP office, warehouse and manufacturing center sports 2,974 solar panels on the roof that provide 1.6 megawatts of energy — 90 to 100 percent of the energy needed for the entire building. It took a talented team to design and execute the project, including the general contractor, Link Construction Group, the roofing contractor, Advanced Roofing Inc., and the solar installer, Advanced Green Technologies (AGT). Advanced Roofing and Advanced Greet Technologies are sister companies, so coordinating the design and installation of the roof and solar system was always top of mind, according to Clint Sockman, executive vice president of Advanced Roofing and AGT.

CEO Rob Kornahrens started Advanced Roofing in 1983. “The vision has always been to control what happens on rooftops,” notes Sockman. “In 1994, we started Advanced Air Systems, which is our mechanical company for heating, ventilation and air conditioning. In 2007, I started Advanced Green Technologies, which is our solar company.”

All three companies are part of the same corporate structure, known as the Advanced Group, headquartered in Fort Lauderdale, Florida. The company has seven offices throughout Florida.

The owners of Costex Tractor Parts were thinking about solar from the start, but it was not reflected in the preliminary plans, so Link Construction brought in Advanced Roofing and



AGT to help with the design process. “We were engaged by the general contractor because we are a leader in solar energy in Florida, and we’ve also done a lot of roofing for them,” Sockman says. “The owner was very heavily engaged with the design-build team. We got engaged early, before designs were complete, and we helped wrap up the whole vision. The roof was meant to be in conjunction with the solar. We put a 30-year roof system in place. We wrote the specifications on the safety equipment. We designed the solar layout for maintaining and owning it over the course of 30 years.”

The scope of work covered the roof system and the solar system. “Roofing and solar need to go hand in hand,” Sockman asserts. “There are a lot of synergies there, but there can also be a lot of trouble if you don’t make them come together.”

The Roof System

One key to the roof design was the owner’s goal of long-term ownership of the facility. The Advanced team prioritized a durable, long-lasting roof system that required little maintenance and would work well in conjunction with the solar array.

“We ended up pouring lightweight insulating concrete over the whole deck to create a monolithic insulation structure,” notes Sockman. “Then we came in and put in an 135-mil Carlisle PVC KEE FleeceBack, which an upgraded thermoplastic membrane, which was fully adhered in foam adhesive directly to the lightweight concrete. That gave us a 300 psi substrate to set the solar on, so we didn’t have any worries about compression and wear from the solar. It gave the owner a 30-year warranted roof. And we know PVC performs well in the aggressive salt air.”

The Advanced team walked some other roofs they had installed with the owner and pointed out the benefits of wrapping parapet walls in membrane and installing stainless steel coping caps. The plans also called for approximately 200 standard skylights, but after seeing the benefits of prismatic skylights, they were upgraded to Sunoptics daylighting skylights.

The Solar Array

The design process for a solar array typically begins in determining what the power consumption will be. AGT began by looking at data from the company’s existing facilities. “We tried to translate the usage of their other facilities into what this might mean per square foot at this facility,” Sockman says. “Then we started taking an inventory of all of the conveyors, the lighting, the office structures, the HVAC equipment — how they are going to be operated and what their efficiencies are. We ultimately landed on an energy model of a projected consumption.”

The next steps involved determining the wind speeds and designing the system to withstand them. “We are in Dade County,” Sockman says. “We have 175 mph wind speeds to deal with. We started working with our solar racking manufacturers to understand where the highest pressure zones are going to be and looking at wind tunnel simulations. That helps steer us toward the ultimate, final layout — along with things like fire codes, walkway access, and maintenance, which is always taken into consideration.”



The solar array covers almost the entire warehouse portion of the facility. The front office area, which includes mechanical and HAVC equipment, was not used for the solar array. The solar modules are manufactured by Canadian Solar, and the continuous rack system used was manufactured by DCE Solar. "It's a combination of ballasted and mechanically attached racking," Sockman says. "We run the building through the wind tunnel software that is proprietary to DCE, and we are able to see the pressures on each panel, and we can move our ballast and mechanical attachments around to optimize the design."

Mechanical attachments used on the project were the Powergrip Plus, manufactured by OMG Roofing Products. "It has a large structural plate that is anchored down through the lightweight into the structural concrete," notes Sockman. "It has a PVC skirt on it, and we actually weld the flashing right to the roof, so it is seamlessly integrated into the roof."

Permanent safety equipment was also installed. The building has parapet walls on two sides, while the other two drain to gutters and were completely open. Because maintenance personnel would be on the roof, Advanced designed and fabricated a custom aluminum safety rail system that was anchored directly to the structural deck before the lightweight concrete was poured.

Single-Source Responsibility

The ultimate goal is to make sure the solar system and the roof work well together, and that's the key to the business model of Advanced Roofing and AGT.

"Single-source responsibility is our message to the customer," says Sockman. "You get the advantage of never having to worry about people sitting across the table pointing fingers at each other. We are very much coordinated and obviously work together. The other thing that we do is as long as you are engaged in any of our maintenance programs, we extend our contractor's warranties on both sides indefinitely."

Sockman points to the project as proof the importance of determining the customer's vision and executing it flawlessly. "We truly believe the roofer is the most well-equipped to handle rooftop solar," he says. "We brand ourselves as vertically integrated. We handle the roofing, we handle the solar, we fabricate the carport steel for our carport division. We are big on collaboration in design. We love to collaborate and talk to our owners. We want to understand what the owner's goals are and have that deeper relationship."

CARPORT SOLUTIONS

Florida International University

Project Size: 1.4 MW
Location: Miami, Florida
Completion: 2016
Role: Engineering, Procurement & Construction

Lockheed Martin

Project Size: 2.25 MW
Location: Oldsmar, Florida
Completion: 2015
Role: Engineering, Procurement & Construction

Konica Minolta

Project Size: 839 kW
Location: Ramsey, New Jersey
Completion: 2014
Role: Engineering, Procurement & Construction

Resolve Marine

Project Size: 61 kW
Location: Fort Lauderdale, Florida
Completion: 2015
Role: Engineering, Procurement & Construction

View a complete list of our solar projects at www.agt.com

Florida International University

Lockheed Martin

Konica Minolta

Resolve Marine

GROUND-MOUNT SOLUTIONS



Sudbury Solar Farm

Sudbury Solar Farm

Project Size: 10 MW

Location: Ontario, Canada

Completion: 2014

Role: Engineering, Procurement & Construction



John U. Lloyd Park Solar Farm

John U. Lloyd Park Solar Farm

Project Size: 53 kW

Location: Dania Beach, Florida

Completion: 2012

Role: Engineering, Procurement & Construction



Osceola Solar Facility

Osceola Solar Facility

Project Size: 4.7 MW

Location: Kenansville, Florida

Completion: 2016

Role: Engineering, Procurement & Construction



Marsh Hill Solar Farm

Marsh Hill Solar Farm

Project Size: 10 MW

Location: Ontario, Canada

Completion: 2015

Role: Engineering, Procurement & Construction

View a complete list of our solar projects at www.agt.com



CARPORT AND GROUND MOUNT RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: City of Lake Worth Landfill
Project Address: 999 Washington Blvd., Lake Worth, FL 33460
Type: Ground Mount - 2.01 mW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$2,550,195.00
Completed: 2017
Owner: Siemens
Owner Address: 8010 Woodland Center Blvd., Tampa, FL 33614



Project: Duke Energy - Canoe Creek
Project Address: 4750 North Canoe Creek Rd, Kenansville, FL 34739
Type: Ground Mount - 4.7 mW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$2,732,714.00
Completed: 2018
Owner: Duke Energy
Owner Address: 400 South Tryon Street, Charlotte, NC 28202



Project: United Therapeutics - Melbourne Net Zero
Project Address: 1130 S. Harbor City Blvd., Melbourne, FL 32901
Type: Solar Carport/Ground Mount - 250 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$1,070,687.00
Completed: 2018
Owner: United Therapeutics
Owner Address: 1130 S. Harbor City Blvd., Melbourne, FL 32901



Project: Lockheed Martin - Orlando
Project Address: 100 Global Innovation Circle, Orlando, FL 32825
Type: Carport - 2.35 mW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$5,178,443.00
Completed: 2017
Owner: Lockheed Martin
Owner Address: 100 Global Innovation Circle Orlando FL 32825





CARPORT AND GROUND MOUNT RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: Tarpon Springs - ROWF
Project Address: 1624 L&R Industrial Blvd., Tarpon Springs, FL 34689
Type: Ground Mount – 162.24 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$490,206.00
Completed: 2020
Owner: City of Tarpon Springs, FL
Owner Address: 324 E. Pine St., Tarpon Springs, FL 34688



Project: Lockheed Martin Missions Systems & Training - Oldsmar
Project Address: 3655 Tampa Rd., Oldsmar, FL 34677
Type: Carport - 2.25 MW
Scope: Full Engineering, Procurement & Construction (EPC) Contract
Amount: \$4,279,285.00
Completed: 2015
Owner: Lockheed Martin
Owner Address: 3655 Tampa Rd., Oldsmar, FL 34677



Project: United Therapeutics-Lung Bioengineering LB2-Jax Net Zero
Project Address: 14241 Kendall Hench Cir., Jacksonville, FL 32224
Type: Carport - 973,245 KW
Scope: Full Engineering, Procurement & Construction (EPC) Contract
Amount: \$3,343,523.00
Completed: 2019
Owner: United Therapeutics
Owner Address: 14241 Kendall Hench Cir., Jacksonville, FL 32224



Project: Daytona International Speedway - Lot 10
Project Address: 1801 W. International Speedway Blvd., Daytona, FL
Type: Carport - 1,281 KW
Scope: Full Engineering, Procurement & Construction (EPC) Contract
Amount: \$2,702,638.00
Completed: 2016
Owner: Florida Power & Light Company
Owner Address: 700 Universe Blvd., Juno Beach, FL 33408 Contact:



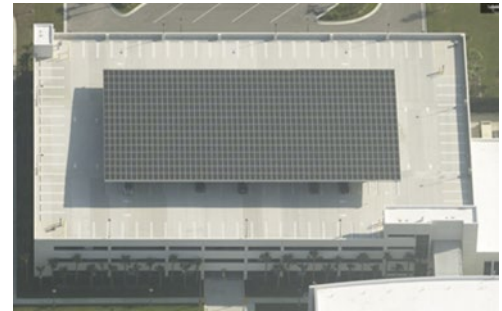


CARPORT AND GROUND MOUNT RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: JM Family Parking Garage. – Deerfield Beach, FL
Project Address: 420 Jim Moran Blvd. Deerfield Beach, FL
Type: Carport – 758.16 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$2,087,902.77
Completed: 2019
Owner: JM Family Enterprises
Owner Address: 500 Jim Moran Blvd. Deerfield Beach, FL



Project: United Technologies – Center for Intelligent Bldgs. Project
Address: 13995 Pasteur Blvd., Palm Beach Gardens, FL Type:
Carport – 352 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$291,622.00
Completed: 2017
Owner: General Electric International, Inc.
Owner Address: 1 River Rd., Schenectady, NY 12305



Project: Pompano Beach Tri-Rail Station
Project Address: 3301 NW 8th Ave., Pompano Beach, FL 33064
Type: Carport – 226.8 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$288,995.00
Completed: 2017
Owner: South Florida Regional Transportation Authority
Owner Address: 800 NW 33rd St., Pompano Beach, FL 33064



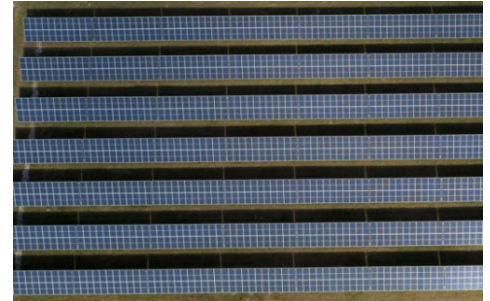
Project: Broward County - Central Broward Regional Park
Project Address: 3700 NW 11th Place, Lauderhill, FL 33311
Type: Carport – 249 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$972,021.00
Completed: 2020
Owner: Broward County, FL
Owner Address: 115 S Andrews Ave, Fort Lauderdale, Florida





CARPORT AND GROUND MOUNT RECENT PHOTOVOLTAIC PROJECT EXPERIENCE

Project: Tampa Bay Water – C.W. Bill Young Reg. Reservoir
Project Address: 17615 Boyette Rd., Lithia, FL 33569
Type: Ground Mount – 700 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$1,323,115.00
Completed: 2022
Owner: Tampa Bay Water
Owner Address: 2575 Enterprise Rd., Clearwater, FL 33763



Project: Quincy – Waste Water Treatment Plant
Project Address: Joe Adams Rd., Quincy, FL 32351
Type: Ground Mount – 1,322 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$2,425,897.00
Completed: In Progress – Anticipated 2022
Owner: City of Quincy, FL
Owner Address: 404 W. Jefferson Stm Quincy, FL 32351



Project: Frontline Insurance
Project Address: 500 International Pkwy., Lake Mary, FL 32746
Type: Carport - 660.4 kW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$2,229,673.00
Completed: 2022
Owner: Heathrow Land Holdings, LLC
Owner Address: 500 International Pkwy., Lake Mary, FL 32746



Project: JP Morgan Chase – Lake Mary
Project Address: 550 & 600 International Pkwy., Lake Mary, FL 32746
Type: Carport – 3.4 MW
Scope: Full Engineering, Procurement & Construction (EPC)
Contract Amount: \$7,823,590.00
Completed: 2022
Owner: JP Morgan Chase Bank





MAINTENANCE & WARRANTY

Preventative maintenance on your solar array is something that should be taken into careful consideration. At Advanced Green Technologies (AGT), we make sure your solar energy system is in tip-top shape year-round. To ensure your system is functioning properly, it is important to perform daily monitoring, semi-annual inspections and cleaning. These measures of preventative maintenance help to fix problems before further damage incurs, stop problems before they start, and guarantee that your solar energy system has a longer service life.

Don't wait... be proactive

- Some advantages of Advanced Roofing's Preventative / Proactive Maintenance Program are:
- Proactive maintenance that ensures your warranty remains intact
- Restoration options for qualifying roofs as opposed to replacement
- All types of roofs qualify – built-up, modified bitumen, single-ply, metal, and tile

A Warranty is only as strong as the financial strength of the company that issues it

In addition to the **reputation** and **strength** of our company, your warranty is covered by not just our promise, but by our own captive insurance company, ARI Insurance, Inc.

With assets of over **\$2,600,000**, you will have insurance on your warranty to **cover and pay for any warranty repairs** in the unlikely event they are needed.

OUR CLIENTS

***At Advanced Green Technologies,
your experience matters most!***

Advanced Green Technologies has extensive experience working with developers, utilities, businesses and educational entities throughout North America to design, build, and install world-class solar energy solutions.

Learn about the customers we serve below and discover why they choose to partner with us.

OUR CLIENTS

Below are a few of our many satisfied customers.

- ➔ Publix Super Markets
- ➔ Lockheed Martin
- ➔ JP Morgan
- ➔ JM Family Enterprises
- ➔ City Furniture
- ➔ University of Miami
- ➔ Siemens Corporation
- ➔ Konica Minolta

James M. Rice
CEO
Nautilus Solar

"I am pleased to recommend Advanced Green Technologies as an honest, reliable, and problem-solving solar Engineering Procurement and Construction company."

As of this writing, the Advanced Team has completed a total of eight commercial rooftop solar energy projects totaling of 4.7 MW in Ontario, Canada and the United States."

Kathleen Watson, LEED AP
Facilities Project Manager
JM Family Enterprises

"Advanced Green Technologies understands the high standards that define JM Family and are very efficient in delivering on time and on budget solar energy solutions. As part of the solar projects, AGT was able to overcome several challenges including facilitating utility rebates and interconnections, designing the solar arrays to meet FM Global Insurance 200MPH high-wind speeds, creating custom mounting solutions, all while maintaining our pre-existing roof warranties."

Antoinette Kelly
Business Administrator / Board Secretary
Cresskill Board of Education

"The Cresskill Board of Education strongly recommends the work of Advanced Green Technologies who was hired to design and construct a 513 kilowatt solar array on the roof of our Middle and High School buildings."

The Advanced Team completed the project on time and on budget, with no safety incidents. The installed solar system is operating as planned, and producing clean energy for our schools."

Kyle Bartz
Director of Energy Management
Toys "R" Us Inc.

"First and foremost I would like to personally thank Advanced Green Technologies for what I have declared a flawless installation of 37,414 solar panels which signifies the completion of North America's largest operational solar rooftop installation to date at 5.38MW."

State of Florida

Department of State

I certify from the records of this office that ADVANCED ROOFING, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 1983.


The document number of this corporation is G65116.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 13, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2023*




Secretary of State

Tracking Number: 5923268973CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVC56792

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

NABCEP®

Raising Standards. Promoting Confidence.



PV Installation Professional

The North American Board of Certified Energy Practitioners

does hereby recognize that

CLINTON SOCKMAN

has satisfied the requirements and standards for the

PV Installation Professional

established by the NABCEP Board of Directors.

Certification # PV-101913-002781

Expires 12/19/2025


Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

NABCEP®

Raising Standards. Promoting Confidence.



Photovoltaic

**The North American Board of
Certified Energy Practitioners**

does hereby recognize that

YANFEI DING

has satisfied the requirements and standards for the

Photovoltaic System Inspector

established by the NABCEP Board of Directors.

Certification # **PVSI-072019-028634**

Expires **09/20/2025**

To verify current status visit www.nabcep.org


Donald B. Warfield, Board Chairman

NABCEP®

Raising Standards. Promoting Confidence.

NABCEP

CERTIFIED®

**PV Technical Sales
Professional**

**The North American Board of
Certified Energy Practitioners**

does hereby recognize that

THOMAS GRIFFITH

has satisfied the requirements and standards for the

PV Technical Sales Professional

established by the NABCEP Board of Directors.

Certification # PV-120521-013589

Expires 12/04/2024

To verify current status visit www.nabcep.org


Donald B. Warfield, Board Chairman



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CERVONE, MICHAEL SCOTT

ADVANCED ROOFING, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: EC13006050

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MYERS, GORDON WILLIAM

4950 NW 7TH
COCONUT CREEK FL 33063

LICENSE NUMBER: PE36852

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MORRIS, RUSSELL FRANCIS

1809 NE 4TH ST.
POMPAÑO BEACH FL 33060

LICENSE NUMBER: PE85793

EXPIRATION DATE: FEBRUARY 28, 2023

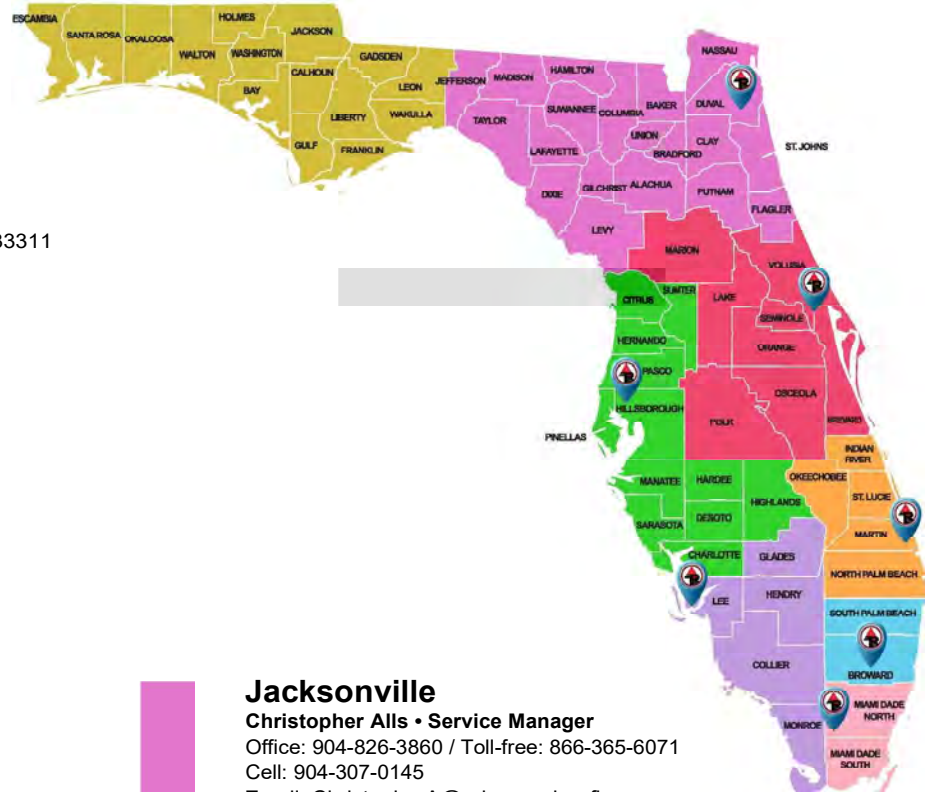
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ADVANCED ROOFING OFFICE LOCATIONS



Fort Lauderdale

Michael Kornahrens • Executive Vice President

Office: 954-522-6868 / Toll-free: 800-638-6869

Cell: 954-553-8577

Email: MichaelK@advancedroofing.com

Address: 1950 NW 22nd Street, Fort Lauderdale FL 33311

Christopher Walsh • Service Manager

Office: 954-522-6868 x1099 / Toll-free: 800-638-6869

Cell: 954-649-8165

Email: ChristopherW@advancedroofing.com

Service Email: ServiceSFL@advancedroofing.com

Miami • Doral

Julian Olarte • Branch Manager

Office: 305-456-2544 / Toll-free: 800-638-6869 x1102

Cell: 786-477-3873

Email: JulianO@advancedroofing.com

Address: 1733 NW 21st Terrace, Miami FL 33142

Service Email: ServiceSFL@advancedroofing.com

Jupiter • Palm Beach

Ronney Taveras • Branch Manager

Office: 561-743-6952 / Toll-free: 800-638-6869 x1131

Cell: 561-891-2524

Email: RonneyT@advancedroofing.com

Address: 1601 Park Lane South, Suite 100, Jupiter FL33458

Service Email: ServiceSFL@advancedroofing.com

Sanford • Orlando

Jason Carruth • Branch Manager

Office: 407-322-1555 / Toll-free: 866-365-6071

Cell: 407-509-4190

Email: JasonC@advancedroofing.com

Address: 200 Northstar Court, Sanford FL 32771

Drake Hloska • Service Manager

Office: 407-322-1555 x1210 / Toll-free: 866-365-6071

Cell: 407-429-9507

Email: DrakeH@advancedroofing.com

Service Email: ServiceCFL@advancedroofing.com

Tampa • Saint Petersburg

Bill Lester • Branch Manager

Office: 813-885-5811 / Toll-free: 800-354-9896

Cell: 813-734-2136

Email: BillL@advancedroofing.com

Address: 4909 West Knollwood Street, Tampa FL 33634

Jeff Maurer • Service Manager

Office: 813-885-5811 / Toll-free: 800-354-9896

Cell: 727-919-4648

Email: JeffM@advancedroofing.com

Service Email: ServiceTampa@advancedroofing.com

Fort Myers • Naples

Joseph Cleland • Branch Manager

Office: 239-208-8809 / Toll-free: 800-354-9896

Cell: 954-861-7979

Email: JosephC@advancedroofing.com

Address: 14231 Jetport Loop, Unit 5, Fort Myers FL 33913

Service Email: ServiceTampa@advancedroofing.com

Jacksonville

Christopher Alls • Service Manager

Office: 904-826-3860 / Toll-free: 866-365-6071

Cell: 904-307-0145

Email: ChristopherA@advancedroofing.com

Address: 11031 North Main Street, Jacksonville FL 32218

Service Email: ServiceCFL@advancedroofing.com

North Florida • Panhandle

Jason Carruth • Regional Manager

Office: 407-322-1555 / Toll-free: 866-365-6071

Cell: 407-509-4190

Email: JasonC@advancedroofing.com

Address: 200 Northstar Court, Sanford FL 32771

Service Email: ServiceCFL@advancedroofing.com

South Florida Regional Contact

Kevin Kornahrens • Executive Vice President

Office: 954-522-6868 x 1177

Cell: 321-482-0546

Email: KevinK@advancedroofing.com

Address: 1950 NW 22nd St, Ft. Lauderdale, FL 33311

Air Conditioning | HVAC

Paul Murphy • Branch Manager

Office: 954-332-1418 x 1620

Cell: 321-482-0546

Email: PaulM@advancedairsystem.com

Address: 2100 NW 21st Avenue, Fort Lauderdale FL 33311

Service Email: Service@advancedairsystem.com

Solar | Electric

Clint Sockman • Executive Vice President

Office: 954-522-6868 x1060

Cell: 954-232-8772

Email: ClintS@agt.com

Address: 1950 NW 22nd Street, Fort Lauderdale FL 33311



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6310 E-MAIL ADDRESS: jhaase@furmaninsurance.com														
INSURED Advanced Roofing Inc Advanced Leasing Inc 1950 NW 22nd Street Fort Lauderdale FL 33311	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER B: Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER C: Bridgefield Employers Ins Co</td><td>10701</td></tr><tr><td>INSURER D: Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER E: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: Starr Indemnity & Liability Company	38318	INSURER C: Bridgefield Employers Ins Co	10701	INSURER D: Continental Casualty Co	20443	INSURER E: Federal Insurance Company	20281	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Greenwich Insurance Company	22322														
INSURER B: Starr Indemnity & Liability Company	38318														
INSURER C: Bridgefield Employers Ins Co	10701														
INSURER D: Continental Casualty Co	20443														
INSURER E: Federal Insurance Company	20281														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** Jan 23 FtL all w/IF & Cr**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual & XCU incl <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CGS740979404	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAH740979504	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			1000588143231 excess over GL, AL, EL	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	830-56020	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Instal Floater 5% W/H 2500 AOP			4016260407	1/1/2023	1/1/2024	Each Jobsite 5,500,000
E	Crime/EE Theft of Client Prop			82494026	1/1/2023	1/1/2024	Per Loss/Deductible 500,000/15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

CERTIFICATE HOLDER**CANCELLATION**

FOR BIDDING PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Mangum/MR

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

January 6, 2023

RE: ADVANCED ROOFING INC. (ARI) - Risk Management/Insurance Protection

We are the risk advisor for Advanced Roofing, Inc. The purpose of our correspondence is to share with you some of the highlights of the Advanced Roofing risk management programs. We will be sharing with you some details of the protection Advanced Roofing, Inc. provides to their clients to protect your assets. ARI has achieved an A+ superior risk management rating due to their strict risk and job safety quality controls.

- **RECOGNITION BY INSURER** – AXA XL is the Insurance Provider for ARI for several key components of their Insurance Portfolio. AXA XL is the insurance provider of choice for several of the **Top 25** Roofing Professionals throughout the country. AXA XL recognizes Advanced Roofing as a “best in class” contractor for ARI’s performance record relative to safety, controlling losses and quality controls.
- **ARI CLIENTS’ ASSET PROTECTION** - ARI has a **\$12M (Auto)/\$14M (GL)** aggregate limit of insurance protection per accident/incident in the event of a bodily injury or property damage claim that may occur on a jobsite or while ARI operates an automobile on the jobsite.
- **ARI’s exceptional workers’ compensation experience modification rating** of **.58** allows them to secure reduced insurance rates which, in turn, translates into savings for you, their clients. This **.58** rating is 42 points better than the average roofing contractor, and places ARI in the top 2 percentile of Roofing Professionals, nationwide, from a performance rating perspective.

Advanced Roofing, Inc. has a full time safety director, a Safety Manager (CHST certified), three safety professionals who have completed the OSHA 500 Outreach Trainer course, 8 active CERTA trainers, five safety professionals that are CPR/First Aid/AED Trainers, and a risk manager that aggressively manages their internal, as well as managing their clients’ risk during the course of their construction projects. Advanced Roofing, Inc. believes deeply in educating and training their roofing mechanics to deliver to you the quality and workmanship your roofing asset deserves. The ARI training program separates them from many other roofing professionals. This past year alone, Advanced Roofing, Inc. has conducted the following training programs:

- 24 employees have received the OSHA 10-Hour training to promote safety competency.
- 14 foremen and construction managers have received the OSHA 30-Hour training.
- 66 employees were Certified Roofing Torch Applicators (CERTA).
- 23 foremen and managers have completed Respirable Crystalline Silica OSHA training
- 25 foremen, leadmen, and supervisors have received Mobile Elevated Working Platforms training
- 27 foremen and leadmen received Crane Rigging and Signaling OSHA certification
- 54 foremen and construction managers received certification in first aid and CPR.
- 750 safety inspections with 91% success rate
- ARI has safety training at 7 a.m. Tuesdays and Fridays every week.

➤ **GENERAL LIABILITY PROTECTION – \$2M Per Occurrence/\$4M General Aggregate/\$4M Products and Completed Operations Aggregate.** Advanced Roofing has the following protection included in their general liability portfolio of protection:

- Habitational/Residential – Including Multi-Family
- Torch Coverage
- “Hot” Applied Roof System Coverage
- Unlimited Building Height Protection
- Water Damage Coverage

➤ **AUTOMOBILE PROTECTION** – ARI has an occurrence limit on the commercial automobile protection of \$12M in the event there is a covered bodily injury or property damage on your job site stemming from Advanced Roofing’s operations. (Carrier A + Superior rated A.M. Best Co.)

➤ **COMMERCIAL UMBRELLA** – Advanced Roofing has a **\$10M** limit of liability. (Starr Indemnity & Liability Company is A.M. Best rated A Excellent). Their umbrella provides protection above their underlying general liability and auto protection.

➤ **INSTALLATION FLOATER – BUILDERS’ RISK** – ARI has secured **\$5.5M** in protection for certain stored materials that are to be installed on your job site. This protection reduces the economic loss to you, the owner of the project, during the course of construction.

➤ **MOLD/POLLUTION LIABILITY PROTECTION** – ARI has secured **\$2M** limits per claim/\$2M Aggregate of liability to protect you, the owner, in the event that there is a covered cause of loss stemming from mold, algae, fungi, etc. as a result of the roofing operations of ARI. This highly specialized coverage illustrates to you, the owner, that ARI is serious about protecting your assets during the course of the construction project.

➤ **THEFT** – ARI’s Crime Policy includes Theft of Client Property While on the Client Property in the amount of **\$500,000** and includes money, securities, or other tangible property.

➤ **EMPLOYMENT PRACTICES LIABILITY** – ARI’s **\$1M** Employment Practices Liability Policy includes **Third Party Coverage**, affording coverage should ARI customers claim wrongful conduct.

➤ **CYBER LIABILITY** – ARI has Cyber Theft for any ARI customer whose company or personal information is stolen or damaged through a hack on ARI's system, with limits of **\$1M**.

When you are investing in a roofing system, we encourage you to explore deeper than what is the cost of the roof. Advanced Roofing's commitment to quality and the experience they deliver places them at the top of the roofing profession.

ARI is recognized for their industry accomplishments as well as for reinvesting back to the community and environment. Experience Does Matter!!! Whether it be service, maintenance, new construction, re-roofing, repairs, or retro-fit, ARI has a solid portfolio of insurance protection in order to responsibly protect your project's building assets

Sincerely,



Robert P. Foote, President
CPCU, ARM, AIM, CRIS, AFSB

RF:mr



Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

January 4th, 2023

Advanced Roofing Inc.
1950 NW 22 Street
Ft. Lauderdale, FL 33311

To Whom It May Concern:

As the insurance advisors for Advanced Roofing, Inc., we submit this letter of confirmation of three years' Workers' Compensation Experience Modification Rates:

POLICY TERM	NCCI RATING
1/1/2023	.58
1/1/2022	.63
1/1/2021	.59

If additional information required, please contact Mel Rhinehardt, Account Manager at 954-943-5050 ext. 207, or email at mel@furmaninsurance.com

Sincerely,

Robert P. Foote, CPCU, ARM, AIM, CRIS, AFSB
President
rob@furmaninsurance.com



Atlantic Specialty Insurance Company

605 Highway 169 N, Suite 800
Plymouth, MN 55441

January 3, 2023

RE: Advanced Roofing, Inc.

Letter of Bondability

To Whom It May Concern:

Advanced Roofing, Inc. is a highly regarded and valued client of American Global and Atlantic Specialty Insurance Company and is capable of providing Performance and Payment Bonds in the amount of \$40 million for any single contract and \$150 million in the aggregate. Atlantic Specialty Insurance Company is rated by AM Best as A+ (Superior), Class XV and is licensed to do business in all 50 States.

Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Greffe Griffin", with a long horizontal flourish extending to the right.

William Greffe Griffin
Attorney In Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ricardo Davila Lamar, William Greffe Griffin, Vivian Santiago, Michael Marino, Torre Taylor**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

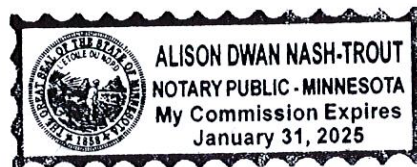
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of January, 2023.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary



STAFFING PLAN

Primary Contact:

Clint Sockman, Vice President

ClintS@advancedroofing.com (954) 522-6868 ext. 1060

Cost Control, Permitting & Scheduling:

We utilize computer-generated schedules for the management construction such as ERP Software/ Spitfire, Solomon database, Auto CAD, and Microsoft Project Applications.

The duration of the project and review of the schedule as well as the phases of the project are discussed in the pre-construction meeting. Shop drawing submittals go through a review process by the Estimator/ Project Manager, Construction Manager, Consultant, and / or Architect/ Engineer.

Advanced Roofing has extensive local permitting experience with pulling over 600 Solar permits and over 15,000 Roofing/GC/Mechanical permits in the State of Florida. Please see our project reference list as examples of fully permitted projects.

Experience in handling crew loading and coordinated construction scheduling: The V.P. of the Solar Division assigns a Project Manager to the project and the job is added to the Foreman Schedule. He then assigns a Construction Manager, Foreman, and roofing crew to the job and schedules a start date. The assigned Project Manager and Construction Manager visit the job site and confirm the job specific details. Projects are scheduled at least three weeks in advance so the Foreman, Construction Manager and Project Manager are on the same page. Our Spitfire software provides reports that are reviewed every Monday with the whole project management team and the Owner. Advanced Roofing's experience has led it to have the fastest turnaround of permits, which allows us to begin the job on time and on budget.

Experience in the cost loading of schedules: We have installed state-of-the-art Project Management & Accounting Software called "Spitfire". This tool is used for change orders, track labor & material cost, approve/ view invoices, and many other functions. At any time, the Project Manager has the ability to track and review job costs and rescheduling. This paperless system is the most technologically advanced system available.

If subcontractors are being utilized, the project schedule is coordinated by the Project Manager with the subcontractor. Our Staff Accountant reviews the subcontractor's insurance and paperwork to confirm they compliant with our policies and will be eligible to perform work on ARI jobsite. Project Manager prepares a Subcontract Agreement and Schedule of Values for them. The Project Manager then meets with the Construction Manager to finalize the schedule criteria for the subcontractor to begin work at the job site.

**Subcontractors:**

Advanced Roofing, Inc. does not routinely utilize subcontractors. We currently employ over 600+ employees. Over the past 40 years, Advanced Roofing, Inc. has put money back into the company and community.

- We have our own fleet of vehicles that include trucks, cranes, semi-tractor trailers, hydro, tower crane, equipment and dump trucks to haul our roofing debris. This allows Advanced Roofing, Inc. the control of having trailers at our disposal when we need them and therefore allows for a smoother project.
- We also have our own state-licensed Air Conditioning Division – This again allows us to coordinate the shutdown and raising of the air conditioning units on the roof.
- Lightning Protection Division
- Electrical Division
- In-house Sheet Metal Division – where we fabricate our own metal.
- We are a licensed General Contractor – which allows us to handle small contracting items on the roof.
- Certified Solar/PV system installer for renewable energy projects.

When a project calls for subcontractors to perform work that we are not licensed to perform, **qualified** subcontractors which are most competent and ready to complete the necessary to meet schedule will be selected.

*Advanced Roofing, Inc. actively participates in minority and/or small disadvantaged business contracting and utilize whenever possible.



Award Winning Solar Contractor

We are uncompromising in our pursuit of excellence. Perhaps the greatest testament to our commitment to quality and philanthropy is the recognition we have received from our peers and community.

Below are just a few awards we have earned throughout the years, as well as, associations we are committed to supporting.

For a complete list of our awards, associations, and community service projects visit www.agt.com

AWARDS & RECOGNITION



1st Place Sustainability
2014
JM Family Enterprises



1st Place Sustainability
2015
University of Miami



1st Place Sustainability
2016
Lockheed Martin

ASSOCIATIONS & COMMUNITY SERVICE





CONTACT US



1950 NW 22nd Street
Fort Lauderdale, Florida 33311



+ 800-638-6869



www.agt.com

LIC# CVC56792



Letter from the CEO, Robert Kornahrens



Robert P. Kornahrens
Founder & CEO

Thank you for investing your time learning how Advanced Roofing Inc. can provide you safety and security through our re-roofing, repairs, and preventive maintenance services.

I started Advanced Roofing nearly 40 years ago. Over that time, we have developed a strong reputation through our commitment to every client, providing high-quality roofing installations that are completed on time and on budget.

At Advanced Roofing, you will receive personalized and professional services tailored to satisfy your needs. From the start of the job to project completion, and through our preventative maintenance program, we are with you every step of the way. By choosing Advanced Roofing, you are selecting an innovator in roofing technology, methodology, and training. Our team and installations have been battle-tested since 1983, positioning us as the largest re-roofing company in Florida and rated within the Top 20 roofing contractors in the United States.

The following proposal will provide you with everything you need to know about our company and details regarding our approach to your current roofing project. If there is anything that we can do now or in the future to ensure that we exceed your expectations, please do not hesitate to contact me directly.

Again, thank you for your time, and we look forward to becoming part of your team soon.

Sincerely,

Robert Kornahrens
Founder & CEO

AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando



LIC #CCC024413

1-800-638-6869

www.AdvancedRoofing.com



Why Choose Advanced Roofing?



Your investment in your roof now is your safety and savings 20 years from now. When making a decision on the security of your business, employees, and family, you want a solution that you can count on, that's where Advanced Roofing comes in.

Safety: This is the most important value in our business and is our first priority. We have a full-time safety team in place to ensure every project is completed with the highest safety standards and without injuries.

Community: Through our passion and commitment to the communities in which we work, we strive to have a positive impact in those communities, making them better and safer places to live and work.

Sustainability: We have a long-standing commitment to sustainability through our solar division, Advanced Green Technologies, and have been recognized by Solar PowerWorld as a top solar contractor in North America with more than 450 megawatts installed since 2012.

Quality: Our commitment to quality ensures you the best customer experience possible by providing precise and custom solutions for your building, as well as award-winning craftsmanship and premium roofing materials.

AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando

ACHIEVEMENTS IN 2022

- ▶ **#1** Commercial Roofing Contractor in FL (#12 in the Nation) - *Roofing Contractor Magazine*
- ▶ **#1** Commercial Solar EPC in FL (153/500 in the Nation) - *Solar PowerWorld Magazine*
- ▶ **2nd Place** FRSA Star Awards
- ▶ **TOP 100** (#46) Private Businesses - *South Florida Business Journal*
- ▶ **9/10** Customer Satisfaction Rating
- ▶ **4.5/5** Google Satisfaction Rating
- ▶ **0.58** Safety EMR
- ▶ **139** Re-Roofing Projects
- ▶ **14.6 MW** Solar Installations



LIC #CCC024413

1-800-638-6869

www.AdvancedRoofing.com



**How Do Other
Contractors Stack Up
To Advanced Roofing?**

**We Dare You
to Compare!**

Compiled below is a list of important criteria for any business owner, Property Manager, or consultant to consider when selecting the right contractor for roofing projects. Advanced Roofing has a documented history of meeting and exceeding expectations in each category. Before selecting any roofing professional, research whether the prospective company satisfies these key areas of concern, or as we like to say, "Dare to Compare."

	ADVANCED ROOFING	Contractor B	Contractor C
Family Owned and Operated Since 1983 with No Bankruptcies in the Company's History	✓		
\$12 Million in General Liability Insurance	✓		
\$150 million Aggregate Bonding Capabilities	✓		
Over 75 Service Vehicles On the Road in Florida	✓		
Management Team with At Least 100 Years of Combined Roofing, HVAC, and Solar Energy Experience	✓		
Available Statewide in Florida: Seven Branches and 575 Employees	✓		
Full-Time Safety Division with a Low Experience Modifier. ARI's EMR is 0.58, 42% More Safe than Other Tier-I Roofing Contractors.	✓		
Ranks as the Largest Commercial Roofing and Solar Energy Contractors in Florida by the National Roofing Contractor Association and Solar Power World Magazine.	✓		
Award-Winning Commercial Roofing and Solar Energy Contractors: NRCA, FRSA, CASF, Manufacturers, and Associations	✓		
Emergency Roof Repair Division Available 24/7	✓		
Preventative Maintenance Programs with the Ability to Maintain and Extend Manufacturer's Warranty	✓		
Successfully Completes Over 14,000 Leak Repairs and 250 Commercial Re-Roofing Projects Annually	✓		
Hurricane-Disaster Planning: Partnership with RoofConnect, a national network of top-tier roofing contractors from around the U.S.A. to help with emergency repairs following a major hurricane.	✓		
Provide Manufacturer's Labor and Material Warranty (20 Year No Dollar Limit NDL), and Extended Warranties.	✓		

Call Today 1-800-638-6869

Tel 954-522-6868 Fax 954-566-2967

1950 NW 22nd Street, Fort Lauderdale, FL 33311





History Timeline 1983-2023



1983 Founded by Rob Kornahrens in Ft. Lauderdale, FL

1989 Sheet Metal Division Opens

1992 Hurricane Andrew strikes South Florida

1996 Advanced Roofing joins Fort Lauderdale Executive Association

2003 Advanced Roofing Co-Founders Roof Connect

2004 Kevin and Michael Kornahrens join the company full-time

2005 Roofing Contractors Association Ranks Advanced Roofing 5th in the Nation

2007 Advanced Green Technologies - Solar Division Established

2013 Jupiter Service Branch Opens

2015 Miami Service Branches Open

2016 Acquisition of Roof System Services of Pompano Beach, FL

2018 35th Year Anniversary Celebration

2019 500-Employee Milestone

2019 Tampa Office and Warehouse Purchase

2020 Roofing Contractor Magazine Ranks Advanced Roofing 12th in the Nation

1983 Started with one truck & \$15,000 loan in garage of home in Pompano Beach, FL

1986 Sq. Ft. Re-roofed: 2,702,700

1992 HVAC & Crane Divisions Open

1994 Sq. Ft. Re-roofed: 14,864,861

2000 Professional Roofing Magazine recognizes Advanced Roofing as one of the of the 50 most intriguing roofing contractors in the U.S.

2005 Central Florida Branch Opens

2007 Sq. Ft. Re-roofed: 32,432,424

2012 9 Million sq. ft. of Rooftops under Preventive Maintenance Program

2015 ABCI Roofing Apprenticeship Program Established

2015 Acquisition of Roth Bros. of Roofing Company in Tampa

2016 Sq. Ft. Re-roofed: 44,594,583

2018 Jupiter Office and Warehouse Purchase

2019 Acquisition of MSC Electric

2019 Jacksonville Office and Warehouse Purchase

2021 Miami Office and Warehouse Purchase

2023 40 Years in Business



SOME CLIENT WORDS ABOUT ADVANCED ROOFING

See more reviews at www.advancedroofing.com/customer-testimonials

COMMERCIAL RE-ROOFING

"Advanced Roofing re-roofed an occupied supermarket in our shopping center. Not only was everyone I dealt with professional and courteous, they also got the job done without any complaints from the tenant. I can highly recommend them."

- F. Weisener; Searstown LTD

AIR CONDITIONING

"We have successfully completed another installation project with AAS. They were a joy to work with and kept us up to date at all times regarding project progress. The project was completed on time and on budget."

- L. Hill; Royal Mgmt. Services

SOLAR ENERGY

"AGT is a top of the line Solar Contractor. They truly have the best knowledge in the business and their finished product is proof of that. I highly recommend this team and look forward to working with them again."

- H. Taylor; Kaufman Lynn

AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando



LIC #CCC024413

1-800-638-6869

ADVANCEDROOFING.COM

Once you begin a project with Advanced Roofing, the work will continue along a path to complete satisfaction. First your roof is assessed and a plan is developed to determine the necessary course of action, then the best products and practices are recommended and a timeline is established. If any of ARI's in-house divisions are required, they are brought into the project and you are afforded each manager's recommendations for the precise portion of the job.



At regular stages along the way, you are updated on the project and supplied with appropriate reports and photographs



Safety is always a part of every project and so incorporated into every facet of the job





Reroofing your building can put significant strain on, or even exceed, your HOA reserves. Financing arranged through Advanced Roofing is a smart alternative, letting you spread the cost over a few years and between your residents.

► **Keep your reserve fund intact**

Avoid emptying your reserve account, so you still have the cash you need for emergencies

► **Avoid a special assessment**

Many of your residents simply won't be able to meet the costs required by a special assessment.

► **Don't delay reroofing**

Reroof your building now rather than delaying the work, which can lead to further damage.

► **Make no repayments until after completion**

Repayments don't start until the project is complete, giving your residents even more time to adjust their budgets and prepare for the increase.



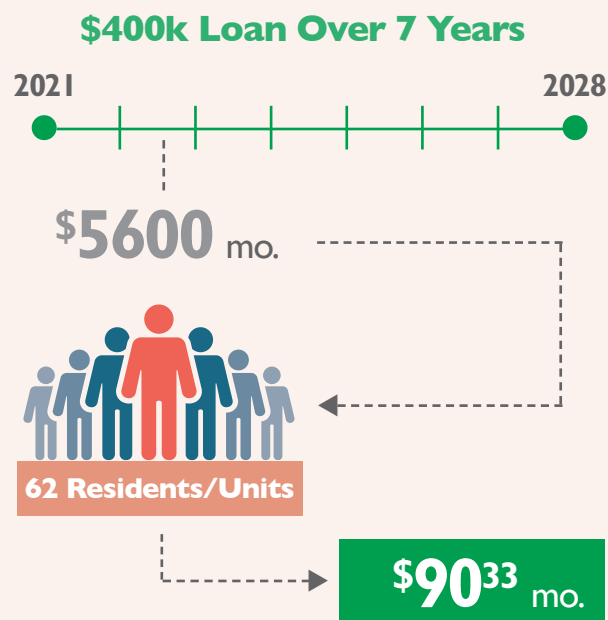
GET IN TOUCH TODAY

to discuss how we can help you secure finance for your reroofing project.

1-800-638-6869

REROOFING

A Better Financing Option



**Price illustration (indicative only)*

Do You Qualify?

To qualify for financing, you must:

Have an executed contract

Advanced can accept a contract contingent on your HOA securing financing.

Be in good financial health

Your HOA must be cash-flow positive, with less than 10% in arrears on dues.

Supply required documents

You'll need to supply a current balance sheet, income statement and the most current aging report, along with the number of units including rentals.

Have no liens filed on the premises

Personal guarantees won't be accepted as an alternative.



LIC #CCC024413

www.AdvancedRoofing.com

Department	Market	Contract Type	Account Name	Contract Numbe	Contract Comme	Contract Term	Renewal	Contract Expirat	Contract Renew	Remaining Rene
Sanford	SFL	Term	AFIC/771 ESS/EGA - ROOFING TEAM	FA8003200060		5 Year		5/28/2025		
Jacksonville	JFL	Term	Alachua County	20-67	October 1, 2019	1 Year	2 - Two Year	9/30/2024	4/5/2022	
Jacksonville	JFL	Term	Alachua County Public Schools	21-47	5/1/2021	2 Year	2 - One Year	4/30/2024	5/1/2023	1 - One Year
Fort Lauderdale	SFL	Term	Baptist Health South Florida	Master Agreee	2014, 2019	5 Year		6/30/2023	10/1/2019	1 - One Year
Miami	SFL	Term	Baptist Health South Florida - Non FEMA Roof Repa	Non FEMA Roof	110/1/2020	2 Year		9/30/2024	10/1/2022	
Fort Lauderdale	SFL	Term	Broward College	2020-020-EH	2001, 2007, 2013	3 Year	2 - One Year	5/18/2024	11/7/2022	1 - One Year
Fort Lauderdale	SFL	Term	Broward County	BLD2121366B1	2021	1 Year	4 - One Year	6/26/2024	6/27/2023	2 - One Year
HVAC	SFL	Term	Broward Sheriff's Office	FY 22-25	2/1/2022	3 Year	2 - One Year	1/31/2025		2 - One Year
Fort Myers	FFL	Term	Charlotte County	2021000036	1/1/2021	1 Year	2 - One Year	12/31/2023	9/15/2021	
Fort Myers	FFL	Term	Charlotte County Public Schools	21/22-81MP	3/8/2022	1 Year	2 - One Year	3/7/2023		2 - One Year
Solar	TFL	Term	Charlotte County Public Schools-Solar Equipment In	ITN 22/23-06MP	7/22/2022	1 Year	3 - One Year	7/21/2023		3 - One Year
Tampa	TFL	PiggyBack	Citrus County School District	2022-26P - Piggy	4/13/2022			11/16/2025		
Sanford	CFL	Term	City of Apopka	RFQ 2020-10	10/20/2020	3 Year	2 - One Year	10/19/2023		2 - One Year
Fort Lauderdale	SFL	PiggyBack	City of Boynton Beach	19-17-12-HR	2020			5/31/2023	6/29/2022	2 - One Year
Tampa	TFL	PiggyBack	City of Bradenton	19-17-12-HR	6/1/2019	3 Year	3 - One Year	5/31/2023	6/15/2022	2 - One Year
Tampa	TFL	PiggyBack	City of Clearwater	19-17-12-HR - Pi	6/1/2022			5/31/2023		2 - One Year
Miami	SFL	Omnia	City of Coral Gables	14-5903	12/17/18	1 Year		12/17/2019		
Fort Lauderdale	SFL	PiggyBack	City of Coral Springs	19-17-12-HR	2/5/2020	3 Year	3 - One Year	5/31/2023	6/1/2022	2 - One Year
HVAC	SFL	PiggyBack	City of Coral Springs-HVAC Term Contract	Bid #041521-pig	1/11/2023		2 - Two Year	9/30/2023		2 - Two Year
Fort Lauderdale	SFL	PiggyBack	City of Deerfield Beach	19-17-12-HR		3 Year	3 - One Year	5/31/2023	7/1/2022	2 - One Year
Sanford	CFL	Term	City of Deltona	Bid# 20014	9/2/2020	3 Year	2 - One Year	9/1/2023		2 - One Year
Sanford	CFL	PiggyBack	City of Deltona - Piggyback off Volusia County	Volusia County				3/7/2023		
Miami	SFL	PiggyBack	City of Deltona	19-17-12-HR	May 28, 2020	3 Year	3 - One Year	5/31/2023	6/29/2022	2 - One Year
Tampa	TFL	PiggyBack	City of Dunedin	190-0336-B - Pig	7/29/2022	5 Year		11/17/2025		
Fort Lauderdale	SFL	PiggyBack	City of Fort Lauderdale	19-17-12-HR - Pi	12/17/2019	3 Year	3 - One Year	5/31/2023	8/5/2022	2 - One Year
Jacksonville	JFL	PiggyBack	City of Gainesville	21-234	11/20/2021	2 Year		9/30/2023		
Jacksonville	JFL	PiggyBack	City of Jacksonville	71686-22 - piggy	4/7/2022			11/16/2025		
Sanford	CFL	Term	City of Kissimmee	2022-001	3/1/2022	3 Year	2 - One Year	4/30/2025		2 - One Year
Tampa	TFL	Term	City of Largo	22-P-762	13/6/2022	3 Year	1 - Two Year	12/5/2025		1 - Two Year
Sanford	CFL	PiggyBack	City of Maitland	FL R6-RW01-111	11/29/2021	1 Year	2 - One Year	12/28/2023		1 - One Year
Fort Lauderdale	SFL	PiggyBack	City of Margate	19-17-12-HR - Pi	6/9/2022		3 - One Year	5/31/2023		2 - One Year
Fort Lauderdale	SFL	Term	City of Miami Beach	2017-049-WG	2013, 2018	3 Year	2 - One Year	8/6/2023	2/10/2023	
HVAC	SFL	Term	City of Miami Beach-HVAC Controls, Maint & Repair	2018-040-JC	2/11/2019	3 Year	3 - One Year	2/25/2023	2/9/2023	1 - One Year
Fort Lauderdale	SFL	Term	City of Miami Beach-Job Order Contracting Services	2019-257-KB	12/4/2019	2 Year	3 - One Year	11/7/2023	9/22/2022	1 - One Year
Fort Lauderdale	SFL	PiggyBack	City of Miramar	City of Sunrise -	11/11/2021			5/31/2023		3 - One Year
HVAC	SFL	Term	City of Oakland Park	R-2021-109	Oct 1, 2021	2 Year	2 - Two Year	9/30/2023		2 - Two Year
Fort Lauderdale	SFL	PiggyBack	City of Oakland Park - Piggyback City of Sunrise	19-17-12-HR - Pi	6/3/2022		3 - One Year	5/31/2023	8/2/2022	2 - One Year
Sanford	CFL	Term	City of Port Orange	RF5Q 22-14	03/07/2023	2 Year	2 - Two Year	3/6/2025		2 - Two Year
Tampa	FFL	PiggyBack	City of Punta Gorda	2021000036 - Pi	1/1/2021	1 Year	2 - One Year	12/31/2022	9/13/2021	1 - One Year
Tampa	TFL	Term	City of Sarasota	RFP 21-35BK	10/7/2021	3 Year	2 - One Year	10/6/2024		2 - One Year
Sanford	CFL	Term	City of St. Cloud	2022-013	4/28/2022	3 Year	2 - One Year	4/27/2025		2 - One Year
Fort Lauderdale	SFL	Term	City of Stuart	2020-400	May 11, 2020	1 Year	2 - One Year	5/10/2023	4/29/2022	
Miami	SFL	PiggyBack	City of Sunny Isles Beach	Bid No 19-17-12	2/25/2022	3 Year	3 - One Year	5/31/2023	6/1/2022	2 - One Year
Fort Lauderdale	SFL	Term	City of Sunrise	19-17-12-HR	2019	3 Year	3 - One Year	5/31/2023	5/10/2022	2 - One Year
Tampa	FFL	PiggyBack	City of Venice	21-35BK - City of	9/27/21	3 Year	2 - One Year	10/6/2024	9/28/2024	2 - One Year
Fort Lauderdale	SFL	PiggyBack	City of Vero Beach	33-2019 (Piggyb	6/1/2019	3 Year	3 - One Year	5/31/2023	6/13/2022	2 - One Year
Fort Myers	FFL	Term	Collier County	19-7539	11/12/2019	3 Year	2 - One Year	11/18/2023	10/11/2022	1 - One Year
Fort Myers	FFL	Term	Collier County Public Schools (CCPS)	#19-050	2018	2 Year	3 - One Year	6/30/2023	6/17/2022	
Fort Myers	FFL	Term	Collier County- PUD Roofing PM & Remedial Repair	20-7765	1/12/2021	3 Year	2 - One Year	1/11/2024		2 - One Year
Sanford	CFL	Term	Daytona International Speedway LLC		12/14/2020	1 Year		12/31/2024	12/12/2022	
Tampa	TFL	Term	Department of Veterans Affairs/James A. Haley Vet	36C24822D0094	9/15/2022	1 Year	4 - One Year	9/14/2023		4 - One Year
Jacksonville	JFL	Term	Duval County Public Schools	ITB 019-22/JR	4/5/2022	1 Year		6/30/2023		
Sanford	SFL	PiggyBack	Flagler County	Pinellas County#	190-0336-B(AR)	5 Year		11/17/2025		
Fort Lauderdale	SFL	Term	Florida Atlantic University	18B-668	2018	3 Year	2 - Three Year	6/30/2024	3/29/2021	1 - Three Year
Sanford	CFL	Term	Florida Department of Transportation	BE895	2019	1 Year	3 - One Year	12/15/2023	11/1/2022	
Fort Myers	FFL	Term	Florida Gulf Coast University	ITN 22A-002	7/1/2022	3 Year	3 - One Year	6/30/2025		3 - One Year
Fort Lauderdale	SFL	Term	Florida International University		2018	5 Year	5 Year	9/14/2023		5 Year
Sanford	CFL	Term	Greater Orlando Aviation Authority		2019	3 Year	2 - One Year	1/8/2024	9/26/2022	
Tampa	TFL	Term	Hernando County	19-R00007C1/DK	May 14, 2019	2 Year	2 - One Year	5/13/2023	4/11/2022	
Tampa	TFL	Term	Hernando County School Board	Bid # 22-770-44	6/14/2022	3 Year	3 - One Year	6/13/2025		3 - One Year
Jacksonville	JFL	Term	Jacksonville Aviation Authority	RFP 22-08-451337	7/15/2022	3 Year	2 - One Year	7/14/2025		2 - One Year
Sanford	CFL	Term	Lake County	#19-0906	2019	1 Year	4 - One Year	1/14/2024	8/17/2022	
Fort Myers	FFL	Term	Lee County	RFP210427NAT	1/18/2022	3 Year	1 - Three Year	1/17/2025		1 - Three Year
Solar	TFL	Term	Manatee County	21-R0770465P	10/22/2021	3 Year	2 - One Year	10/21/2024		2 - One Year
Sanford	TFL	Term	Marion County	220-056	3/1/2022	3 Year	1 - One Year	3/31/2025		1 - One Year
Fort Lauderdale	SFL	Term	Miami Dade College	RFQ 2020-RB-10	1/1/2021	6 months	2 - One Year	6/30/2023	7/1/2022	
HVAC	SFL	Term	Miami Dade College - HVAC Contractors	2021-RB-15	7/1/2021	1 Year	2 - One Year	6/30/2023		1 - One Year
HVAC	SFL	Term	Miami-Dade County Public Schools-HVAC-Controls	19-018-HR	11/18/2020	3 Year	2 - One Year	11/17/2023		2 - One Year
Fort Lauderdale	SFL	PiggyBack	Monroe County School District		2019, 2020	3 Year	2 - One Year	11/23/2023		2 - One Year
Tampa	TFL	PiggyBack	North Sumter County Utility Community Developm	19099	5/14/2020	3 Year	3 - One Year	5/31/2023	6/14/2022	2 - One Year
Sanford	CFL	Term	Orange County Government	120-140A	2020	1 Year	2 - One Year	8/3/2023	10/29/2021	
Sanford	CFL	PiggyBack	Orange County Public Schools	PBX22202040-JN	4/13/2022	1 Year	2 - One Year	12/28/2023		1 - One Year
Sanford	CFL	Term	Orlando Utilities Commission (OUC)	4712-1 OQ - Roo	13/13/2019	3 Year	2 - One Year	11/10/2023	8/2/2022	1 - One Year
Sanford	CFL	Term	Orlando Utilities Commission (OUC) - Roof Replacem	5064-1 OQ	1/30/2022	3 Year	2 - One Year	1/29/2025		2 - One Year
Sanford	CFL	Term	Osceola County	RFP 22-12829-DK	6/20/2022	3 Year		6/19/2025		
Fort Lauderdale	SFL	Term	Palm Beach County	R2020-1693	1999, 2008, 2015	5 Year		11/16/2025	11/17/2020	
Tampa	TFL	Term	Pasco County Schools	22-003-DM	10/5/2021	3 Year		10/4/2024		1 - Three Year
Tampa	TFL	Term	Pinellas County	190-0336-B(AR)	11/17/2020	5 Year		11/17/2025		
Tampa	TFL	PiggyBack	Pinellas County Schools	22-968-050-PB	9/14/2021	4 Year		11/17/2025		
Tampa	TFL	Omnia	Pinellas County Schools - Job Order Contracting Ser	23-909-027	12/13/2022	3 Year	2 - One Year	12/12/2025		2 - One Year
Tampa	TFL	Term	Polk County - Disaster Roof Repairs	Bid 22-381 A - PC	7/27/2022	2 Year	4 Months	11/30/2024		4 Months
Fort Lauderdale	SFL	Term	Port Everglades/Broward County	BLD2123775B1	1997, 2010, 2011	1 Year	4 - One Year	8/9/2023		4 - One Year
Fort Lauderdale	SFL	PiggyBack	Roof Connect	R180902	March 1, 2019	2 Year	3 - One Year	2/29/2024		
Sanford	CFL	PiggyBack	Sanford Airport Authority	20210067B-CB	5/12/19/2022	3 Year	1 - Two Year	3/9/2024		1 - Two Year
Tampa	TFL	Term	Sarasota County	RFQ #212170LT	2/7/2022	3 Year	2 - One Year	2/6/2025		2 - One Year
Fort Lauderdale	SFL	Term	School District of Indian River County	RFP 12-0-2021JC	2021	3 Year	2 - One Year	8/9/2024		2 - One Year
West Palm Beach	SFL	Term	School District of Palm Beach County	20C-45V	2005-2009, 2011	3 Year	2 - One Year	6/17/2024	2/1/2023	1 - One Year
Fort Lauderdale	SFL	Term	School District of Palm Beach County - Disaster Res	20C-022E	2005-2009, 2010	1 Year	4 - One Year	8/18/2023	8/17/2022	2 - One Year
Sanford	CFL	Term	Seminole County	IFB-604392-22/	11/7/2022	3 Year	2 - One Year	11/6/2025		2 - One Year
Sanford	CFL	Term	Seminole County Public Schools	202100678-CB	3/10/2021	3 Year	1 - Two Year	3/9/2024		1 - Two Year
Fort Lauderdale	SFL	Term	Seminole Tribe of Florida	117-2019	June 12, 2020	3 Year		6/11/2023		
Fort Lauderdale	SFL	Term	Solid Waste Authority of Palm Beach County	20-09/LB	12/16/2019	3 Year		3/15/2023	12/3/2022	
Fort Lauderdale		SourceWell	Sourcewell	Various - 40 Diffc	12/29/2021	1 Year	2 - One Year	12/28/2023	12/12/2023	1 - One Year
West Palm Beach	SFL	Term	South Florida Water Management District	4600004589	10/1/2022	3 Year	2 - One Year	9/30/2025		2 - One Year
Fort Lauderdale	SFL	PiggyBack	St. Lucie Public Schools		2011, 2013	3 Year		5/18/2023	5/18/2020	2 - One Year
Tampa	TFL	Term	Sumter County	027-0-2022/RS	10/1/2022	2 Year	2 - One Year	10/1/2024		2 - One Year
Tampa	TFL	PiggyBack	Sumter Landing Community Development District	19099	5/14/2020	3 Year	3 - One Year	5/31/2023	6/14/2022	2 - One Year
Fort Lauderdale	SFL	Term	The Boeing Company-Miami Term Contract	2020		5 Year		4/30/2025		3 Months
Fort Lauderdale	SFL	Term	The School Board of Broward County - Constructor	FY20-130	2005, 2008, 2013	3 Year	2 - One Year	5/18/2024	3/13/2023	1 - One Year
HVAC	SFL	Term	The School Board of Broward County - CSMP HVAC	FY23-176	11/9/2022	3 Year	2 - One Year	11/8/2025		2 - One Year
Fort Lauderdale	SFL	Term	The School Board of Broward County - CSMP/Roofti	FY22-274	9/13/2022	3 Year	2 - One Year	9/12/2025		2 - One Year
Fort Lauderdale	SFL	Term	The School Board of Broward County - Emergency	FY23-164	2005, 2007, 2013	3 Year	2 - One Year	8/16/2025		2 - One Year
Fort Lauderdale	SFL	Term	The School Board of Broward County- Roofing Servi	19-042C	9/5/2018	3 Year	2 - One Year	9/30/2023	7/19/2022	
Fort Lauderdale	SFL	Term	The School Board of Broward County-CSMP FY21-1	FY21-115	11/4/2020	3 Year	2 - One Year	11/3/2023		2 - One Year
Sanford	CFL	Term	The School Board of Lake County	20-0601-B-AR	1/28/2022	2 Year	3 - One Year	2/14/2024		3 - One Year
Tampa	TFL	PiggyBack	The Villages Community Development Districts	19099	5/14/2020	3 Year	3 - One Year	5/31/2023	6/14/2022	2 - One Year
Fort Lauderdale	SFL	Term	Town of Davie	RFP-RM-20-21	2020	2 Year	1 - One Year	6/9/2024	5/18/2022	
Fort Lauderdale	SFL	PiggyBack	Town of Davie - Sourcewell Contract-Roofting	Resolution No R	2022	1 Year	2 - One Year	12/28/2023	12/12/2022	1 - One Year
HVAC	SFL	Term	Town of Davie-HVAC Replacement & Repairs	B-16-152	1/5/2017	5 Year	2 - One Year	1/4/2024	1/9/2023	
Tampa	TFL	PiggyBack	Town of Longboat Key	21-35BK - City of	10/5/2021	3 Year	2 - One Year	10/6/2024		2 - One Year
Fort Lauderdale	SFL	Term	Town of Palm Beach	RFQ 2020-07	2015, 2020	1 Year	4 - One Year	5/20/2023	5/20/2022	2 - One Year
Fort Lauderdale	SFL	National Cooper	Tremco Inc./WTI			2 Year	3 - One Year	4/1/2023		3 - One Year
Sanford	CFL	Term	University of Central Florida		11/19/2019	1 Year	4 - One Year	10/31/2023	10/27/2022	1 - One Year
Tampa	TFL	Term	University of South Florida	2020-020-ITN-PR	August 4, 2020	3 Year	2 - One Year	9/3/2023		2 - One Year
Sanford	CFL									



Atlantic Specialty Insurance Company

605 Highway 169 N, Suite 800
Plymouth, MN 55441

January 3, 2023

RE: Advanced Roofing, Inc.

Letter of Bondability

To Whom It May Concern:

Advanced Roofing, Inc. is a highly regarded and valued client of American Global and Atlantic Specialty Insurance Company and is capable of providing Performance and Payment Bonds in the amount of \$40 million for any single contract and \$150 million in the aggregate. Atlantic Specialty Insurance Company is rated by AM Best as A+ (Superior), Class XV and is licensed to do business in all 50 States.

Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Greffe Griffin", with a long horizontal flourish extending to the right.

William Greffe Griffin
Attorney In Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ricardo Davila Lamar, William Greffe Griffin, Vivian Santiago, Michael Marino, Torre Taylor**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

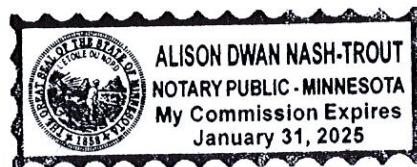
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of January, 2023.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVC56792

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CERVONE, MICHAEL SCOTT

ADVANCED ROOFING, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: EC13006050

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MORRIS, RUSSELL FRANCIS

1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: PE85793

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

NABCEP®

Raising Standards. Promoting Confidence.



PV Installation Professional

The North American Board of Certified Energy Practitioners

does hereby recognize that

CLINTON SOCKMAN

has satisfied the requirements and standards for the

PV Installation Professional

established by the NABCEP Board of Directors.

Certification # PV-101913-002781

Expires 12/19/2025

To verify current status visit www.nabcep.org


Donald B. Warfield, Board Chairman

SOLAR'S MOST TRUSTED



SAMPLE

REC ALPH α SERIES

WARRANTY CONDITIONS

GARANTIEBEDINGUNGEN

CERTIFICADO DE GARANTÍA

CERTIFICAT DE GARANTIE

CERTIFICATO DI GARANZIA

CERTYFIKAT GWARANCJI

太陽電池モジュール

CONTENTS

EUROPE	3
ENGLISH	3
DEUTSCH	5
ESPAÑOL	7
FRANÇAIS	9
ITALIANO	11
POLSKI	13
ASIA PACIFIC, MIDDLE EAST & AFRICA	15
ENGLISH	15
日本語	17
NORTH, CENTRAL AND SOUTH AMERICA	19
ENGLISH	19
ESPAÑOL	21

SAMPLE

Limited Warranty Certificate for REC Alpha Series solar panels¹ (Limited Warranty) (valid as of January 1, 2019)

This Limited Warranty covers all the above named REC solar panels (as defined above¹) delivered to REC customers on or after January 1, 2019, and is valid in all member states of the European Union, the European Economic Area, countries belonging to the Eastern European Group² and further countries as listed below³.

REC SOLAR PTE. LTD. (hereafter the 'Warrantor' or 'REC') issues the following voluntary warranty to the end-user who purchased the Product in one of the states mentioned above and put the Product into use for the first time (the 'Original End-User'). In addition to the rights under this Limited Warranty, the Original End-User may be entitled to statutory warranty rights under applicable national laws which shall not be affected or limited in any way by this Limited Warranty.

I. Product Warranty

Subject to the terms and conditions of this Limited Warranty, for a period of 20 years⁴ from the date of purchase by the Original End-User (not exceeding a maximum period of 20.5 years⁵ from the date of production as identified on the Product), REC warrants that the Products:

- Are free from defects in material and workmanship if installed and used in accordance with the installation instructions available to download from www.recgroup.com; and
- Will remain safe and operational if cable and connector plugs are installed professionally and are not permanently positioned in water; provided however, that damage to the cable caused by abrasion on a rough surface due to insufficient fixing or to unprotected running of the cable over sharp edges is excluded. Damage caused by animals is also excluded; and
- Will not experience freezing up of the aluminum frames if installed correctly.

The outer appearance of the Product, including scratches, stains, rust, mould, discoloration and other signs of normal wear and tear, which occurred after delivery or installation, do not constitute defects, provided the functionality of the Product is not affected. Glass breakage constitutes a defect only if not caused by an external influence.

If a defect (or serial defect⁶) occurs during the Warranty Period affecting the functionality of the Product, REC will, at its sole option:

- Repair the defective Product; or
- Replace the Product with an equivalent product; or
- Refund the current market price of an equivalent product at the time of the claim.

II. Performance Warranty

Subject to the terms and conditions of this Limited Warranty, REC warrants that the actual power output (performance) of the Product will reach at least 98% of the nameplate power output specified on the Product during the first year (calculated from the date of production as identified on the Product). From the second year, the actual power output will decline annually by no more than 0.25% for a period of 24 years, so that by the end of the 25th year, an actual output of at least 92% of the nameplate power output specified on the Product will be achieved.

This Performance Warranty covers only reduced performance due to natural degradation of the glass, the solar cell, the embedding foil, the junction box and interconnections under normal use.

If the Product does not reach the warranted power output levels set out above when measured by the Warrantor or by an accredited independent measuring institute⁷ agreed to prior to testing by the Warrantor, under standard test conditions (IEC 61215) and taking into account a $\pm 3\%$ tolerance range, then REC will, at its sole option:

- Repair the Product; or
- Replace the Product with an equivalent product or to supply additional panels as necessary to achieve the warranted percentage of specified power output; or
- Refund the current market price of an equivalent product at the time of the claim.

¹ Including product variants with one or more of the suffixes: Pure, Black, 72, Q2, and excluding panels showing Q3, as part of the product name.

² As defined by the regional groups of Member States to the United Nations General Assembly (www.un.int).

³ This Limited Warranty also includes the countries of Andorra, Israel, Liechtenstein, Monaco, San Marino, Switzerland, Turkey and the Vatican City.

⁴ This may be extended for additional 5 years subject to the prevailing conditions of the REC Certified Solar Professional Program. For more information on products, installation types & installers qualified for that extension see: www.recgroup.com/rec-certified-solar-professional-program-installers.

⁵ 25.5 years in the case of prevailing footnote⁵

⁶ Serial defects can only be confirmed by REC as a serial defect event in accordance with REC standards of serial defects.

⁷ Examples: Fraunhofer ISE, TÜV Rheinland, UL or equivalent as discussed and agreed by REC prior to testing.

III. Warranty Conditions, Limitations and Exclusions

1. This Limited Warranty is not transferable by the Original End-User, except to a subsequent owner of the solar power facility at which the Product was originally installed and remains installed, provided that this solar power facility has not been altered in any way or moved from the structure or property at which it was originally installed.
2. Notification of a warranty claim hereunder must be given without undue delay after detection of the defect and prior to the expiration of the applicable Warranty Period and in accordance with the procedure as set out in section IV below.
3. **Please note that this Limited Warranty does not cover, nor will the Warrantor reimburse, any on-site labor or other costs incurred in connection with the de-installation or removal of defective Products, transport or the re-installation of replaced or repaired Products or any components.⁸**
4. The Warrantor may use remanufactured or refurbished parts or products when repairing or replacing any Products under this Limited Warranty. Any exchanged or replaced parts or Products will become the property of REC. The Warranty Periods set out in sections I. and II. above will not be extended in any way in the event of a replacement or repair of a Product.
5. This Limited Warranty requires that the Product is installed according to the latest safety, installation and operation instructions provided by REC and does not apply to damage, malfunction, power output or service failures which have been caused by: (a) repair, modifications or removal of the Product by someone other than a qualified service technician; (b) any improper attachment, installation or application of the Product or (c) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside REC's reasonable control and/or not arising under normal operating conditions.
6. This Limited Warranty is provided voluntarily and free of charge and does not constitute an independent guarantee. Therefore, if any defect materially affects the functionality of the Product or results in a power output below the warranted levels, the Original End-User's remedies are limited exclusively to the remedies set out under sections I. and II. in the warranty cases specified herein. REC assumes no warranties, express or implied, other than the warranties made herein and specifically disclaims all other warranties, merchantability or fitness for a particular purpose. REC excludes all liabilities for any special, incidental, consequential or punitive damages from the use or non-use of the Products to perform as warranted; including but not limited to damages for loss of power, lost profits or savings nor expenses arising from third-party claims. This does not apply to the extent the Warrantor is liable under applicable mandatory product liability laws or in cases of intent or gross negligence on the part of the Warrantor.
7. This Limited Warranty shall be governed by and construed in accordance with the laws of Germany irrespective of its choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to or govern this Limited Warranty or any aspect of any dispute arising there from. REC hereby irrevocably submits to the jurisdiction of the courts of Germany for the determination of any disputes arising under this Limited Warranty.

IV. Warranty Claim Procedure

Claims under this Limited Warranty must be made by notifying the authorized distributor or seller where the Product was first purchased. A claim may be registered at:

www.recgroup.com/claims

Contact details for REC global distribution partners can be found at:

www.recgroup.com/distributors

Once a claim has been submitted, it will be handled by the REC Regional Office, details of which can be found at:

www.recgroup.com/contact

For a warranty claim to be processed, proof of the original purchase of the Product and any subsequent sales including transfer of this Warranty need to accompany the claim. The claim must include a description of the alleged defect(s) as well as the Product's serial number(s). Prior to returning any Products or components to REC, an RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting REC via the aforesaid address.

This warranty is valid for Products delivered to REC customers on or after January 1, 2019.

⁸ Further warranty extensions may be given through REC Certified Solar Professional installers according to the conditions of the REC ProTrust Warranty package. See www.recgroup.com/protrust for further details.

Garantiebedingungen für REC Alpha Solarmodule¹ (gültig ab 1. Januar 2019)

Diese Herstellergarantie gilt für alle oben angegebene REC-Solarmodule mit einem Lieferdatum zum REC-Kunde ab 1. Januar 2019 in allen Mitgliedsstaaten der Europäischen Union (EU), des Europäischen Wirtschaftsraums (EWR) sowie in der Schweiz, Länder der Regionalgruppe Osteuropa (EEG)² und weitere Länder wie unten angegeben³.

REC SOLAR PTE. LTD. (nachstehend der „Garantiegeber“ oder „REC“) gewährt dem Endnutzer, der das Produkt in einem der oben genannten Staaten erworben und erstmals in Gebrauch genommen hat (der „ursprüngliche Endnutzer“) folgende freiwillige Herstellergarantie. Darüber stehen dem ursprünglichen Endnutzer möglicherweise gesetzliche Gewährleistungsansprüche aufgrund nationalen Rechts gegen REC oder Dritte zu, die durch diese Garantie nicht beeinträchtigt oder beschränkt werden.

I. Produktgarantie

Nach Maßgabe der Bestimmungen der vorliegenden Garantie garantiert REC, für einen Zeitraum von 20 Jahren⁴ ab Datum des Erwerbs durch den ursprünglichen Endnutzer, (höchstens aber von 20,5 Jahren⁵ ab auf dem Produkt angegebenen Produktionsdatum (die „Garantiezeit“)) dass die Produkte

- frei von Material- und Verarbeitungsfehlern sind, wenn sie gemäß den Installationsanweisungen installiert und verwendet wurden, die von www.recgroup.com heruntergeladen werden können; und
- sicher und betriebsbereit bleiben, wenn Kabel und Stecker sachgemäß installiert wurden und nicht auf Dauer mit Wasser in Berührung kommen; allerdings sind Schäden am Kabel von der Garantie ausgeschlossen, die wegen nicht ausreichender Befestigung oder ungeschützter Führung des Kabels über scharfe Kanten durch Abrieb auf einer rauen Oberfläche verursacht wurden. Ausgeschlossen sind auch von Tieren verursachte Schäden; und
- der Aluminiumrahmen, der bei ordnungsgemäßer Installation in Kombination mit Frost ohne Schaden bleibt.

Die äußere Erscheinung des Produkts, darunter Kratzer, Flecken, Rost, Schimmel, Verfärbung oder andere Anzeichen normalen Verschleißes stellen keine Mängel im Rahmen dieser Garantie dar, solange die Funktionsfähigkeit des Produkts dadurch nicht beeinträchtigt wird. Glasbruch gilt nur dann als Mangel, wenn er nicht durch externe Faktoren verursacht wurde.

Tritt während der Garantiezeit ein Mangel (oder Serienfehler⁶) auf, der die Funktionsfähigkeit des Produkts beeinträchtigt, kann REC nach eigener Wahl

- das mangelhafte Produkt reparieren; oder
- das Produkt durch ein gleichwertiges Produkt ersetzen; oder
- den zum Zeitpunkt der Anspruchsstellung aktuellen Marktpreis eines gleichwertigen Produkts erstatten.

II. Leistungsgarantie

Nach Maßgabe der nachfolgenden Bestimmungen garantiert REC, dass die tatsächliche Ausgangsleistung des Produkts während des ersten Jahres (ab dem auf dem Produkt angegebenen Herstellungsdatum) mindestens 98 % der auf dem Typenschild des Produkts aufgeführten Nennleistung erreicht. Ab dem zweiten Jahr geht die tatsächliche Ausgangsleistung über einen Zeitraum von 24 Jahren um jährlich nicht mehr als 0,25 % zurück, so dass am Ende des 25. Jahres eine tatsächliche Ausgangsleistung von mindestens 92 % der auf dem Typenschild des Produkts aufgeführten Ausgangsleistung erreicht wird.

Ansprüche aufgrund dieser Leistungsgarantie können ausschließlich bei Leistungsminderungen aufgrund natürlicher Alterung des Glases, der Solarzelle, der verwendeten Folien, der Anschlussdose und der Anschlüsse und bei bestimmungsgemäßer Verwendung des Produkts geltend gemacht werden.

Erreicht das Produkt bei Messung durch den Garantiegeber oder durch eine vor den Messungen vom Garantiegeber unabhängiges akkreditiertes Testlabor⁷ nicht die oben genannten garantierten Ausgangsleistungswerte unter Standardtestbedingungen (IEC 61215) sowie bei Berücksichtigung eines Toleranzbereichs von $\pm 3\%$, kann REC nach eigener Wahl

- das Produkt reparieren; oder
- das Produkt durch ein gleichwertiges Produkt ersetzen oder zusätzliche, für die Erreichung des garantierten Prozentsatzes der Ausgangsleistung der Solaranlage erforderliche Produkte liefern; oder
- den zum Zeitpunkt des Anspruchs aktuellen Marktpreis eines gleichwertigen Produkts erstatten.

¹ Inklusive Produktvarianten mit Pure, Black, 72, Q2 als Teil des Namens; Module mit Q3 als Teil des Namens sind ausgeschlossen.

² Wie in den regionalen Gruppen der Mitgliedsstaaten zur Generalversammlung der Vereinten Nationen definiert (www.un.int).

³ Diese Garantie gilt auch für die folgende Länder: Andorra, Israel, Liechtenstein, Monaco, San Marino, die Schweiz, die Türkei und die Vatikanstadt.

⁴ Diese Garantie kann um weitere 5 Jahre zu den gegebenen Bedingungen des REC Solar Certified Professional Programms erweitert werden. Weitere Informationen zu Produkten, Installationstypen und qualifizierten Installateuren für diese Erweiterung finden Sie unter: www.recgroup.com/rec-certified-solar-professional-program-installers.

⁵ 25,5 Jahre, sollte die Fußnote⁵ anwendbar sein.

⁶ Ein Serienfehler kann nur durch die REC-interne Testverfahren und -kriterien bestätigt werden.

⁷ Beispiele: Fraunhofer ISE, TÜV Rheinland, UL oder vergleichbare Prüflabore, welche vorab mit REC abzustimmen sind.

III. Garantiebedingungen, Beschränkungen und Ausschlüsse

1. Diese Herstellergarantie kann vom ursprünglichen Endnutzer ausschließlich an nachfolgende Eigentümer derselben Solaranlage übertragen werden, in die das Produkt ursprünglich eingebaut war und eingebaut bleibt, vorausgesetzt diese Solaranlage wurde nicht verändert oder aus der Anlage oder dem Anwesen entfernt, in die/das sie ursprünglich eingebaut war.
2. Ein Anspruch aus dieser Garantie muss unverzüglich nach der Entdeckung des Mangels und vor Ablauf der geltenden Garantiefrist gemäß dem im nachstehenden Abschnitt IV beschriebenen Verfahren geltend gemacht werden.
3. **Diese Herstellergarantie deckt keine Kosten für Arbeiten im Zusammenhang mit dem Ausbau defekter Produkte, mit dem Transport oder dem Wiedereinbau von ausgetauschten oder reparierten Produkten oder Komponenten. Eine Erstattung solcher Kosten durch den Garantiegeber ist ausgeschlossen.⁸**
4. Der Garantiegeber kann bei der Reparatur oder dem Austausch von Produkten im Rahmen dieser eingeschränkten Herstellergarantie überarbeitete oder überholte Teile oder Produkte verwenden. Ausgetauschte oder ersetzte Teile oder Produkte gehen in das Eigentum von REC über. Die oben in Abschnitt I. und II. genannten ursprünglichen Garantiezeiten verlängern sich bei Austausch oder Reparatur eines Produkts nicht.
5. Ansprüche aufgrund dieser Herstellergarantie setzen voraus, dass das Produkt gemäß den jeweils aktuellen Sicherheits-, Installations- und Betriebsanweisungen von REC installiert wurde; die Garantie gilt nicht bei Schäden, Fehlfunktionen, zu geringer Ausgangsleistung oder Betriebsausfällen, die durch folgende Umstände verursacht wurden: (a) Reparatur, Veränderungen am oder Ausbau des Produkts durch andere als qualifizierte Servicetechniker; (b) unsachgemäße Installation, Befestigung oder Verwendung des Produkts, oder (c) Missbrauch, unsachgemäßer Gebrauch, Unfälle, Fahrlässigkeit, Stromausfälle oder Stromstöße, Blitzschlag, Feuer, Überschwemmung, Unfallschäden, Handlungen Dritter oder sonstige Ereignisse, die außerhalb der Kontrolle des Garantiegebers liegen und/oder unter normalen Betriebsbedingungen nicht auftreten.
6. Diese Herstellergarantie wird freiwillig und kostenlos erteilt und stellt keine unabhängige Garantie dar. Wenn ein Mangel daher die Funktionsfähigkeit des Produkts in erheblicher Weise beeinträchtigt oder zu einer Ausgangsleistung unterhalb der garantierten Werte führt, sind die Ansprüche des ursprünglichen Endnutzers ausschließlich auf die in Abschnitt I. und II. genannten Abhilfemaßnahmen unter den dort genannten Bedingungen beschränkt. REC übernimmt mit Ausnahme der hier ausdrücklich genannten keine weiteren Garantien und schließt insbesondere jede andere Gewährleistung oder Garantie für eine bestimmte Beschaffenheit oder für die Eignung für eine bestimmte Verwendung aus. Schadenersatzansprüche wegen Mängeln sind ausgeschlossen, es sei denn, diese beruhen auf Vorsatz bzw. grober Fahrlässigkeit von REC oder es handelt sich um Personenschäden. Die Haftung für Folgeschäden oder mittelbare Schäden, insbesondere für entgangenen Gewinn aufgrund eines Leistungsverlusts der Produkte oder für unterbliebene Einsparungen oder Kosten, die aus Ansprüchen Dritter entstanden sind, ist ausgeschlossen. Bei Vorsatz, Ansprüchen nach dem Produkthaftungsgesetz sowie bei Personenschäden haftet REC nach den gesetzlichen Vorschriften.
7. Diese Herstellergarantie unterliegt ausschließlich deutschem materiellem Recht (unter Ausschluss des Kollisionsrechts). Das Übereinkommen der Vereinten Nationen über den internationalen Warenkauf (1980) ist ausgeschlossen. Vorbehaltlich eines abweichenden ausschließlichen Gerichtsstandes akzeptiert REC für alle Rechtsstreitigkeiten aus oder im Zusammenhang mit dieser eingeschränkten Herstellergarantie als Gerichtsstand München/Deutschland.

IV. Verfahren bei Garantieansprüchen

Ansprüche aus dieser Herstellergarantie sind durch Benachrichtigung des Vertragshändlers oder Verkäufers geltend zu machen, bei dem das Produkt erstmals erworben wurde. Ein Anspruch kann auch unter folgender Internet-Adresse geltend gemacht werden:

www.recgroup.com/claims

Kontaktinformation zu REC Distributionspartnern weltweit sind unter folgendem Link zu finden:

www.recgroup.com/distributors

Nach offizieller Anmeldung der Reklamation, wird diese von der regionalen REC Niederlassung bearbeitet und die Kontaktdaten finden sie unter:

www.recgroup.com/contact

Damit ein Garantieanspruch bearbeitet werden kann, müssen der Originalkaufbeleg des Produkts und Nachweise aller Weiterverkäufe einschließlich der Weitergabe dieser Garantie eingereicht werden. Der Anspruch muss eine Beschreibung der behaupteten Mängel sowie die Seriennummer(n) des Produkts enthalten. Vor der Rückgabe von Produkten oder Komponenten an REC muss eine Warenrücksendegenehmigungsnummer (RMA - Return Merchandise Authorization) angefordert werden, die unter obiger Adresse bei REC erhältlich ist.

Diese Garantie gilt für Produkte, die seit dem 1. Januar 2019 geliefert worden sind.

Diese deutsche Version der Garantie ist lediglich eine Übersetzung der englischen Originalversion. Rechtlich verbindlich ist daher nur die englische Version.

⁸ Weitere Garantieverlängerungen können durch REC Certified Solar Professional Installateurs gemäß den Bedingungen des REC ProTrust-Garantiepakets gewährt werden. Siehe www.recgroup.com/protrust für weitere Einzelheiten.

Certificado de garantía limitada para los módulos REC Alpha¹

(válida a partir del 1 de enero de 2019)

Esta garantía es válida para todos los productos REC (según lo definido anteriormente) entregados a partir del 1 de enero de 2019 en todos los Estados miembro de la Unión Europea, en el Espacio Económico Europeo, los estados del Grupo regional de Europa Occidental² y los estados indicados a continuación³.

REC SOLAR PTE. LTD. (en lo sucesivo, el «garante» o «REC») concede la siguiente garantía voluntaria al usuario final que adquiera el producto en un estado mencionado anteriormente y que utilice el producto por primera vez (en lo sucesivo, el «usuario final original»). Además de los derechos que concede la presente garantía limitada, el usuario final original puede tener otros derechos de garantía en virtud de la legislación nacional vigente que no se verán afectados ni limitados de ningún modo por esta garantía.

I. Garantía del producto

REC garantiza durante un periodo de 20 años⁴ a partir de la fecha de compra por parte del usuario final original (siempre y cuando no se sobrepase un periodo máximo de 20,5 años⁵ desde la fecha de fabricación indicada en el producto) (el «periodo de garantía»), según las condiciones de la presente garantía limitada, que los productos:

- No presentarán defectos materiales ni de fabricación si se instalan y utilizan de acuerdo con las instrucciones de instalación que pueden descargarse de la web www.recgroup.com; y
- Serán seguros y permanecerán en funcionamiento si el cable y los conectores son instalados de un modo profesional y no están permanentemente en contacto con agua; siempre y cuando se excluyan los daños en el cable provocados por la abrasión en una superficie rugosa debido a una fijación insuficiente o al desplazamiento sin protección del cable sobre bordes afilados. También quedan excluidos los daños provocados por animales; y
- Los marcos de aluminio no se deformarán por efectos de congelación del agua en el interior si se han instalado correctamente siguiendo las instrucciones de nuestro Manual de Instalación.

La apariencia externa del producto, incluidos arañazos, manchas, óxido, moho, decoloración u otros signos de desgaste normal que aparezcan tras la entrega o instalación, no constituye un defecto siempre y cuando no afecte a la funcionalidad del producto. La rotura del cristal constituye un defecto sólo si no ha sido provocada por un factor externo.

Si durante el periodo de garantía aparece un defecto (defecto de serie⁶) que afecte a la funcionalidad del producto, REC podrá, según su criterio:

- Reparar el producto defectuoso; o
- Sustituir el producto por un producto equivalente; o
- Reembolsar el precio de mercado vigente de un producto equivalente en el momento en que se produzca la reclamación.

II. Garantía de la potencia nominal

REC garantiza, según lo dispuesto en la presente garantía, que la potencia nominal real del producto llegará como mínimo al 98% de la potencia nominal especificada en la placa del producto durante el primer año (calculado a partir de la fecha de fabricación indicada en el producto). A partir del segundo año, la reducción anual de la potencia nominal real no superará el 0,25% durante un periodo de 24 años, de modo que al finalizar el 25º año, la potencia nominal real alcanzará como mínimo el 92% de la potencia nominal especificada en la placa del producto.

Esta garantía de potencia nominal sólo cubre la reducción del rendimiento debida a una degradación natural del cristal, de la célula solar, de la lámina incrustada, de la caja de conexiones y de las interconexiones producida en caso de uso normal.

Si el producto no alcanza los niveles de potencia nominal garantizados señalados anteriormente durante una medición efectuada por el garante o por un instituto de medición reputable and independiente⁷ autorizado por el garante con anterioridad a la realización de la prueba, en las condiciones estándar de ensayo (IEC 61215) y teniendo en cuenta una tolerancia del $\pm 3\%$, REC podrá, según su criterio:

- Reparar el producto; o
- Sustituir el producto por un producto equivalente o suministrar los módulos adicionales necesarios para llegar al porcentaje garantizado de la potencia nominal especificada; o
- Reembolsar el precio de mercado vigente de un producto equivalente en el momento en que se produzca la reclamación.

¹ Incluidas las variantes de producto con uno o más de los siguientes sufijos: Pure, Black, 72, Q2 y excluyendo paneles que marcan Q3 como parte del nombre del producto.

² Según la definición de los grupos regionales de los Estados miembros a la Asamblea General de Naciones Unidas (www.un.int).

³ Esta garantía limitada también es válida en Andorra, Israel, Liechtenstein, Mónaco, San Marino, Suiza, Turquía y Ciudad del Vaticano.

⁴ Puede ampliarse a 5 años más en función de las condiciones que prevalecen en el REC Certified Solar Professional Program. Para obtener más información sobre los productos, tipos de instalación e instaladores cualificados para realizar dicha ampliación, consulte: www.recgroup.com/rec-certified-solar-professional-program-installers

⁵ 25,5 años en caso de condiciones predominantes⁵

⁶ Los defectos de serie sólo pueden ser confirmados por REC para ser considerados como un defecto de serie, y deben de estar de acuerdo con los estándares de REC relativos a este tipo de defectos en la producción.

⁷ Ejemplos: Fraunhofer ISE, TÜV Rheinland, UL o laboratorio equivalente según sea acordado por REC antes de la prueba.

III. Condiciones, limitaciones y exclusiones de la Garantía

1. El usuario final original no puede transferir la presente garantía, excepto si se trata del subsiguiente propietario de la misma instalación de energía solar fotovoltaica en la cual se instaló originalmente y sigue instalado el producto, siempre y cuando dicha instalación de energía solar no se haya modificado de ningún modo ni trasladado del edificio o propiedad en la cual haya sido instalada inicialmente.
2. En virtud del presente documento, cualquier reclamación de garantía deberá notificarse sin demora tras la detección del defecto y con anterioridad al vencimiento del periodo de garantía aplicable, de conformidad con el procedimiento de tramitación de la garantía estipulado en el apartado IV que aparece más abajo.
3. **La presente garantía no cubre, y el garante no reembolsará, ningún tipo de trabajo in situ ni ningún otro coste en el que se haya incurrido en relación con el desmontaje o la retirada de productos defectuosos, con el transporte o con la reinstalación de los productos reparados o sustituidos o de cualquiera de sus componentes.**⁸
4. El garante podrá, según su criterio, utilizar piezas o productos remanufacturados o reacondicionados a la hora de reparar o sustituir el producto al que se aplica la presente garantía limitada. Todas las piezas o productos cambiados o sustituidos pasarán a ser propiedad de REC. Los periodos de garantía establecidos de acuerdo con lo dispuesto en los apartados I y II anteriores no se ampliarán en modo alguno en caso de reparación o sustitución de un producto.
5. La presente garantía requiere que el producto sea instalado siguiendo las últimas instrucciones de seguridad, instalación y funcionamiento suministradas por REC y no se aplicará a los daños, averías, fallos de potencia nominal o fallos de funcionamiento que hayan sido provocados por: (a) la reparación, modificación o retirada del producto por parte de personas ajenas a un servicio técnico certificado; (b) la mala sujeción, instalación o aplicación del producto o (c) el maltrato, mal uso, accidentes, negligencias, cortes del suministro eléctrico o subidas de tensión, rayos, incendios, inundaciones, rotura accidental, acciones de terceros y otros actos o accidentes fuera del control razonable de REC y/o que no se deriven de las condiciones normales de uso.
6. La presente garantía se ofrece de un modo voluntario y sin coste alguno y no constituye una promesa de garantía independiente. Por lo tanto, si cualquier defecto afecta materialmente a la funcionalidad del producto o produce una potencia nominal inferior a los niveles garantizados, las soluciones para el usuario final original quedan exclusivamente limitadas a las soluciones indicadas en los apartados I y II en los casos de garantía especificados en dichos apartados. REC no asume ninguna garantía, explícita o implícita, distinta a las garantías expuestas en el presente documento y renuncia expresamente a cualquier otra garantía, comercialización o adecuación a un fin concreto. REC excluye toda responsabilidad por daños, especiales, directos o indirectos, derivados de la capacidad o incapacidad del producto de funcionar según lo garantizado, incluyendo, entre otros, daños por pérdidas de potencia, beneficios o ahorros que no se hayan materializado o gastos derivados de reclamaciones de terceras partes. Este punto no se aplica en los casos en los que el garante está obligado en virtud de la legislación obligatoria de responsabilidad de producto ni en los casos de negligencia grave o intencionada por parte del garante.
7. La presente garantía se regulará e interpretará de acuerdo con la legislación de Alemania, con independencia de los principios legales seleccionados. La Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías (1980) no será de aplicación ni regulará la presente garantía limitada ni ninguna controversia o litigio derivada de la misma. REC se somete irrevocablemente por la presente a la jurisdicción de los tribunales alemanos para la resolución de cualquier conflicto relacionado con esta garantía limitada.

IV. Procedimiento de reclamación de la garantía

Las reclamaciones derivadas de la presente garantía deben efectuarse mediante una notificación al distribuidor o comercio autorizado en el que se haya adquirido originalmente el producto. La reclamación debe registrarse en:

www.recgroup.com/claims

Los datos de contacto de los Distribuidores de REC a nivel global puede encontrarlos en:

www.recgroup.com/distributors

Una vez que se haya presentado una reclamación, ésta será tratada por la oficina regional de REC, cuyos datos de contacto se pueden encontrar en:

www.recgroup.com/contact

Para que una reclamación de garantía pueda ser tramitada, es imprescindible adjuntar a la reclamación un comprobante de la compra original del producto y de cualquier venta subsiguiente, incluida la transferencia de esta garantía. La reclamación debe incluir una descripción del (de los) defecto(s) por el que (los que) se reclama y el (los) número(s) de serie del producto. Antes de devolver cualquier producto o componente a REC, es necesario haber obtenido un número de autorización de devolución de mercancía o RMA (Return Merchandise Authorization). Dicho número puede obtenerse poniéndose en contacto con REC en la dirección indicada anteriormente.

La presente garantía es válida para los productos entregados a partir del 1 de enero de 2019.

Esta versión en castellano es una traducción de la versión original en inglés. En el caso que hubiere diferencias entre la versión traducida y la versión inglesa, la versión inglesa prevalecerá sobre la versión traducida.

⁸ Extensión de garantía a través de los instaladores REC Certified Solar Professional acorde a los términos del paquete REC ProTrust Warranty. Para más información visite www.recgroup.com/protrust.

Certificat de Garantie pour Modules REC Alpha¹

(À compter du 1er janvier 2019)

La Garantie est valable pour l'ensemble des Produits tels que définis ci-dessus livrés à compter du 1er janvier 2019 dans tous les états membres de l'Union Européenne (UE) et de l'Espace Économique Européen (EEE), ainsi que les pays appartenant au group régional des Etats d'Europe de l'Est (EEG)² et autres pays définis en bas³.

REC SOLAR PTE. LTD. (ci-après désigné le « Garant » ou « REC ») émet la présente garantie libre destinée à l'utilisateur final ayant acquis le Produit dans un des pays mentionnés ci-dessus et ayant mis le Produit en service pour la première fois (l'« Utilisateur Final d'Origine »). Outre les droits conférés au titre de la présente Garantie, l'Utilisateur Final d'Origine peut faire valoir ses droits de garantie légale obligatoire en vertu de la législation nationale en vigueur, lesquels droits n'étant en aucune circonstance affectés ou limités par la présente Garantie.

I. Garantie relative au Produit

Sous réserve des conditions générales de la présente Garantie et pendant une durée de vingt (20) ans⁴ (la « Période de Garantie ») à compter de la date d'achat par l'Utilisateur Final d'Origine (cette durée ne pouvant excéder vingt ans et demi (20,5)⁵ à compter de la date de fabrication indiquée sur le « Produit »), REC garantit que les Produits :

- Sont exempts de tout défaut matériel ou de fabrication si le Produit a été installé et utilisé en accord avec les instructions de montage à télécharger sur le site www.recgroup.com; et
- Demeureront sûrs et opérationnels si les câbles et connecteurs sont installés de manière professionnelle et ne sont pas dans l'eau en permanence. Sont toutefois exclus les dommages causés au câble par abrasion sur une surface rugueuse du fait que le câble soit mal fixé ou que son circuit ne soit pas protégé des bords tranchants. Sont également exclus les dommages causés par les animaux; et
- Ne verront pas leurs cadres en aluminium geler s'ils ont été correctement installés.

L'aspect extérieur du Produit, notamment les rayures, les tâches, la rouille, les moisissures, la décoloration, et tout autre signe d'usure normale qui surviendrait après la livraison ou l'installation, ne constitue pas un défaut pourvu que la fonctionnalité du Produit n'en soit pas affectée. Le bris de verre constitue un défaut uniquement lorsqu'il n'est pas causé par un événement extérieur.

Si un défaut (ou défaut de série⁶) affectant la fonctionnalité du Produit survient pendant la Période de Garantie, REC pourra, à son entière discrétion:

- réparer le Produit défectueux; ou
- remplacer le Produit par un produit équivalent;
- effectuer un remboursement sur la base du prix du marché d'un produit équivalent au moment de la réclamation.

II. Garantie relative à la Production d'énergie

Conformément aux conditions générales de la présente Garantie, REC garantit que la puissance nominale réelle du Produit atteindra au moins 98 % de la puissance nominale indiquée sur la plaque signalétique du Produit pendant la première année (calculée à compter de la date de fabrication indiquée sur le Produit). À partir de la seconde année, la puissance nominale réelle garantie diminuera chaque année de 0,25 % uniquement sur une période de 24 ans, de sorte qu'au terme de la 25^{ème} année, la puissance réelle garantie corresponde au minimum à 92 % de la puissance nominale indiquée sur la plaque signalétique du Produit.

La présente Garantie relative à la Production d'énergie couvre uniquement les baisses de performances dues à la dégradation naturelle du verre, des cellules solaires, du film de revêtement, du boîtier de raccordement et des branchements dans le cadre d'un usage normal.

Si, au cours d'une mesure effectuée par le Garant ou par un institut de mesure reconnu et indépendant⁷ déterminé préalablement à l'essai réalisé par le Garant, le Produit ne fournit pas les niveaux de puissance nominale garantis spécifiés ci-dessus dans les conditions de test standardisées (IEC 61215) et en appliquant une marge de tolérance de ± 3 %, REC pourra à sa seule discrétion:

- réparer le Produit; ou
- remplacer le Produit par un produit équivalent ou fournir des modules supplémentaires afin d'atteindre le pourcentage garanti de puissance nominale spécifiée; ou
- effectuer un remboursement sur la base du prix du marché d'un produit équivalent au moment de la réclamation.

¹ Y compris les variantes de produit avec un ou plusieurs suffixes : Pure, Black, 72, Q2, et à l'exclusion des panneaux affichant Q3, dans le nom du produit.

² Selon la définition des groupes régionaux de l'Assemblée Générale des Nations Unies (www.un.int).

³ Cette Garantie Limitée est aussi valable en Andorre, l'Israël, le Liechtenstein, Monaco, Saint Marin, La Suisse, la Turquie et le Vatican.

⁴ Cette durée peut être prolongée de cinq ans selon les conditions du programme REC Certified Solar Professional Program. Pour plus d'informations sur les produits, les types d'installations et les installateurs ayant droit à cette extension, rendez-vous sur : www.recgroup.com/rec-certified-solar-professional-program-installers

⁵ 25,5 ans si la note⁹ s'applique.

⁶ Un défaut de série ne peut être confirmé que par REC selon les standards internes.

⁷ Exemple: Fraunhofer ISE, TÜV Rheinland, UL ou équivalent, déterminé préalablement à l'essai réalisé par le Garant.

III. Conditions, limitations et exclusions de la Garantie

1. La présente Garantie ne peut être transférée par l'Utilisateur Final d'Origine, sauf à un propriétaire ultérieur de l'installation photovoltaïque dans laquelle le Produit a été mis en place à l'origine, et dans laquelle il est encore en place, à condition que ladite installation photovoltaïque n'ait subi aucune modification ou n'ait pas été retirée de la structure ou propriété pour laquelle elle était prévue à l'origine.
2. Toute demande en garantie au titre des présentes doit être notifiée dans les meilleurs délais après la détection du défaut et avant l'expiration de la Période de Garantie applicable, en accord avec les procédures déterminées à la section IV ci-après.
3. **Veillez noter que la présente Garantie ne couvre, et que le Garant ne rembourse, aucun coût afférent à la main d'œuvre sur site, ni aucun autre coût engagé pour la désinstallation ou la dépose des Produits défectueux, le transport ou la réinstallation de tout Produit ou composant remplacé ou réparé.⁸**
4. Le Garant se réserve le droit d'utiliser des pièces ou produits re-manufacturés ou remis à neuf en vue de la réparation ou du remplacement des Produits au titre de la présente Garantie. Tout Produit ou pièce échangé ou remplacé devient la propriété de REC. Les Périodes de Garantie définies aux sections I. et II. ci-dessus ne peuvent en aucun cas être prorogées dans l'hypothèse du remplacement ou de la réparation d'un Produit.
5. La présente Garantie exige que le Produit soit installé conformément aux instructions les plus récentes fournies par REC en matière de sécurité, d'installation et d'exploitation, et ne s'applique pas en cas de dommage, dysfonctionnement, défaillance de la puissance nominale ou défaillance technique causés par : (a) toute réparation, modification ou dépose du Produit effectuée par une personne autre qu'un technicien agréé ; (b) un raccord, une installation ou une utilisation erroné du Produit ou (c) un usage abusif ou à mauvais escient, un accident, la négligence, des pannes de courant ou surtensions, la foudre, un incendie, une inondation, un bris accidentel, les actions de tiers et tout autre événement ou accident échappant au contrôle raisonnable de REC et/ou ne survenant pas dans des conditions normales de fonctionnement.
6. La présente Garantie est concédée librement et gratuitement et ne constitue pas une garantie indépendante. Par conséquent, lorsqu'un vice affecte matériellement la fonctionnalité du Produit ou résulte en une puissance nominale en-deçà des niveaux garantis, les recours de l'Utilisateur Final d'Origine se limiteront exclusivement aux recours déterminés aux sections I. et II. dans les cas qui y sont spécifiés. REC n'assume aucune garantie, expresse ou implicite, autre que les garanties indiquées dans le cadre des présentes, et décline spécifiquement toute autre garantie de qualité marchande du produit ou d'adéquation à un besoin particulier. REC décline toute responsabilité pour tout dommage particulier, fortuit, consécutif ou punitif résultant de l'utilisation ou de la perte de jouissance des Produits, incluant notamment les dommages causés par la perte de puissance, le manque à gagner, la réduction d'économies ou les frais liés aux réclamations de tiers. Cette disposition ne s'applique pas dans la mesure où le Garant est responsable en vertu de la législation en matière de responsabilité ou en cas de faute intentionnelle ou de négligence grave de la part du Garant.
7. La présente Garantie sera régie et interprétée en accord avec le droit allemand, quels que soient les principes de droit choisis. La Convention des Nations-Unies sur les Contrats de Vente Internationale de Marchandises (1980) ne s'appliquera pas à ou ne régira en aucune circonstance la présente Garantie ou tout litige qui surviendrait en rapport avec ladite Garantie. REC élit irrévocablement la juridiction des tribunaux allemands pour résoudre tout litige qui surviendrait en rapport avec la présente Garantie.

IV. Procédure de mise en œuvre de la garantie

Toute demande en vertu de la présente Garantie se fera en notifiant le distributeur ou le vendeur autorisé chez qui le Produit a été acheté à l'origine. Une demande peut être déposée à l'adresse :

www.recgroup.com/claims

Les détails de contact pour les partenaires globaux de REC, se retrouvent sur :

www.recgroup.com/distributors

Dès qu'une demande en vertu de la Garantie a été soumise selon le procédure en-dessus, elle sera traitée par l'équipe régionale de REC; leurs coordonnées se trouvent sur :

www.recgroup.com/contact

Le justificatif de l'achat original du Produit et de toute vente ultérieure, incluant le transfert de la présente Garantie, doit accompagner la Demande de mise en œuvre de la garantie pour que celle-ci soit traitée. La demande doit inclure une description du/des défauts présumés ainsi que le(s) numéro(s) de série du Produit. Avant de renvoyer un Produit ou un composant à REC, un numéro de RMA (Autorisation de retour de marchandise) est nécessaire. Ce numéro peut être obtenu en contactant REC à l'adresse susvisée.

La présente garantie est valable pour les Produits livrés à compter du 1er janvier 2019.

Ce document a été traduit en français à partir d'un document en anglais. S'il y a des discordances entre la version en français et la version en anglais, la version en anglais prévaudra.

⁸ Des extensions de garantie supplémentaires peuvent être accordées dans le cadre du Programme REC Certified Solar Profesional en accord avec les conditions du REC ProTrust Warranty. Pour plus d'informations, rendez-vous sur « www.recgroup.com/protrust ».

Certificato di garanzia sui moduli REC Alpha¹ (valida dal 1° gennaio 2019)

La presente Garanzia copre tutti i pannelli solari sopra indicati (e come definito in nota¹) consegnati a partire dal 1° gennaio 2019 in tutti gli Stati membri dell'Unione europea, dello Spazio economico europeo e nei paesi appartenenti al gruppo dell'Est Europa² così come nei paesi elencati in calce³.

REC SOLAR PTE. LTD. (qui di seguito denominata "Garante" o "REC") rilascia la presente garanzia volontaria all'utilizzatore finale che ha acquistato il Prodotto in uno dei Paesi elencati nel capoverso precedente e che ha messo in uso il Prodotto per la prima volta ("Utilizzatore finale originale"). Oltre ai diritti concessi ai sensi della presente Garanzia, l'Utilizzatore finale originale potrà avvalersi dei diritti legali di garanzia in virtù delle leggi nazionali applicabili, i quali non potranno essere influenzati o limitati in qualsivoglia modo dalla presente Garanzia.

I. Garanzia sul prodotto

In conformità ai termini e alle condizioni della presente Garanzia, REC garantisce per un periodo di 20 anni⁴, con decorrenza dalla data di acquisto dell'Utilizzatore finale originale, (il "Periodo di garanzia") (periodo che comunque non può essere superiore a un periodo massimo di 20,5 anni⁵ dalla data di fabbricazione, come riportato sul prodotto), che i Prodotti:

- sono privi di qualsivoglia difetto di materiali o manodopera a condizione che il Prodotto venga installato e usato conformemente alle istruzioni d'installazione disponibili su www.recgroup.com; o
- rimarranno sicuri e operativi, a condizione che il cavo e i connettori vengano installati da tecnici specializzati e non entrino costantemente a contatto con l'acqua. I danni provocati da abrasioni da contatto con superfici ruvide, dovuti a un errato fissaggio o a una posa non adeguata dei cavi su spigoli vivi, sono da intendersi esclusi dalla garanzia, così come i danni causati dagli animali; o
- una corretta installazione eviterà il congelamento del telaio in alluminio.
- L'aspetto esteriore del Prodotto, inclusi graffi, macchie, ruggine, muffe, scolorimento e altri segni di normale deterioramento successivi alla consegna o all'installazione, non costituiscono difetti, a condizione che la funzionalità del Prodotto non ne sia pregiudicata. La rottura del vetro costituisce un difetto per il quale non derivi da fattori esterni.

In caso di difetto riscontrato (o difetti sistematici) durante il periodo di garanzia, suscettibile di pregiudicare la funzionalità del prodotto, REC si riserverà il diritto, a propria esclusiva discrezione, di:

- riparare il Prodotto difettoso; o
- sostituire il Prodotto con un articolo equivalente;
- rimborsare il prezzo corrente di mercato di un prodotto equivalente al momento della richiesta di risarcimento.

II. Garanzia di output nominale

In conformità ai termini e alle condizioni della presente Garanzia, REC garantisce che per il primo anno (calcolato a far tempo dalla data di fabbricazione riportata sul Prodotto), l'effettivo output nominale del Prodotto raggiungerà almeno il 98% del valore specificato sulla targhetta del Prodotto. A partire dal secondo anno, l'effettivo output nominale registrerà una diminuzione annuale non superiore allo 0,25% per un periodo di 24 anni. In questo modo, allo scadere del 25 anno, l'output nominale effettivo corrisponderà almeno all'92% del valore specificato sulla targhetta del Prodotto.

Detta Garanzia di output nominale copre esclusivamente il calo delle prestazioni dovuto a un degrado naturale del vetro, della cella fotovoltaica, della lamina, della scatola di connessione e dei collegamenti in condizioni di normale utilizzo.

Qualora il Prodotto non raggiunga i livelli garantiti di output nominale sopra indicati, una volta effettuata la misurazione da parte del Garante o di un organismo accreditato indipendente di misurazione⁷ Garante stesso e sulla base di condizioni di test standard (IEC 61215) con una tolleranza pari a $\pm 3\%$, REC avrà la facoltà, a sua esclusiva discrezione, di:

- riparare il Prodotto; o
- sostituire il Prodotto con un articolo equivalente o fornire moduli aggiuntivi, ove necessario, per compensare la perdita di potenza; o
- rimborsare il prezzo corrente di mercato di un prodotto equivalente al momento della richiesta di risarcimento.

¹ Include le varianti di prodotto con il suffisso Pure, Black, 72, Q2, and esclusi i moduli che riportano la sigla "Q3" nel nome del prodotto.

² Come definito dai Gruppi Regionali degli Stati Membri all'Assemblea Generale delle Nazioni Unite (www.un.int).

³ Questa Garanzia limitata copre anche i paesi di Andorra, Israele, Liechtenstein, Principato di Monaco, Repubblica di San Marino, Svizzera, Turchia e Città del Vaticano.

⁴ Questo periodo potrebbe essere esteso per altri 5 anni in funzione delle condizioni prevalenti del programma REC Certified Solar Professional Program. Per ulteriori informazioni su prodotti, tipi di impianto e installatori potenzialmente interessati da tale estensione, consultare: www.recgroup.com/rec-certified-solar-professional-program-installers

⁵ 25,5 anni in caso di nota a piè di pagina prevalente⁵.

⁶ Difetti sistematici possono essere confermati solo da REC qualora un episodio di difetto sistematico sia in accordo con gli standard sistematici di REC.

⁷ Esempio: Parametri ISE, TÜV o equivalenti, come discusso ed accordato da REC prima della fase di TEST del prodotto.

III. Condizioni, limitazioni ed esclusioni di garanzia

1. La presente Garanzia non può essere ceduta dall'Utilizzatore finale originale se non all'eventuale successivo proprietario dell'impianto solare presso il quale il Prodotto è stato originariamente installato e resta installato, a condizione che l'impianto solare in questione non sia stato modificato in alcun modo o trasferito dalla struttura o dalla proprietà in cui era stato originariamente installato.
2. L'eventuale richiesta di risarcimento ai sensi della presente Garanzia deve essere comunicata tempestivamente non appena rilevato il difetto e prima della scadenza del Periodo di garanzia applicabile, nonché conformemente alla procedura descritta alla successiva sezione IV.
3. **La presente Garanzia non copre alcun costo per la manodopera in loco o altre spese associate alla disinstallazione o alla rimozione del Prodotto difettoso, al trasporto o alla reinstallazione del Prodotto sostituito o riparato e di qualsiasi suo componente. Pertanto il Garante non sarà tenuto al rimborso dei suddetti costi.⁸**
4. Il Garante potrà utilizzare componenti o prodotti, di produzione o rimessi a nuovo per la riparazione o la sostituzione di qualsivoglia Prodotto ai sensi della presente Garanzia. Gli eventuali componenti o Prodotti sostituiti diverranno di proprietà di REC. La durata dei Periodi di garanzia di cui alla sezione I. e II. non sarà in alcun modo estesa, nemmeno in caso di sostituzione o riparazione del Prodotto.
5. La presente Garanzia stabilisce che il Prodotto venga installato in conformità alle più recenti norme di sicurezza, installazione e utilizzo fornite da REC e non si intenderà applicabile a danni, anomalie di funzionamento, diminuzione di potenza erogata o disservizi causati da: (a) riparazione, modifica o rimozione del Prodotto da parte di persone che non siano tecnici di assistenza qualificati; (b) collegamento, installazione o applicazione impropria del Prodotto; oppure (c) abuso, utilizzo improprio, incidenti, negligenza, interruzioni o picchi di tensione, fulmini, incendi, alluvioni, rottura accidentale, atti di terze parti e altri eventi o incidenti che esulino dal ragionevole controllo di REC e/o che non insorgano nelle normali condizioni di esercizio.
6. Detta Garanzia, volontaria e gratuita, non costituisce una promessa di garanzia indipendente. Pertanto, se un difetto pregiudica sostanzialmente la funzionalità del Prodotto o genera un output normale inferiore ai livelli garantiti, i rimedi dell'Utilizzatore finale si limiteranno esclusivamente a quanto indicato nelle sezioni I. e II. nei casi specificati. REC non assume alcuna garanzia, espressa o implicita, diversa da quella definita e rifiuta espressamente di offrire qualsiasi altra forma di garanzia, comprese quelle relative alla commerciabilità e idoneità per un fine specifico. REC esclude qualsivoglia responsabilità relativamente a danni punitivi, consequenziali, incidentali o speciali derivanti dall'uso o dal mancato utilizzo del Prodotto secondo quanto garantito, ivi compresi, senza limitazione alcuna, i danni derivanti da perdita di potenza, mancato profitto, perdite di risparmi o spese derivanti da ricorsi di terzi. Ciò non sarà da intendersi applicabile nella misura in cui il Garante è soggetto alle leggi vigenti in materia di responsabilità obbligatoria sul prodotto o nei casi di intenzionalità o colpa grave da parte del Garante.
7. La presente Garanzia sarà regolata e formulata conformemente alle leggi tedesche, a prescindere dai principi giuridici applicabili. La Convenzione delle Nazioni Unite sui contratti di vendita internazionale di merci (1980) non sarà da intendersi applicabile e non disciplinerà la presente Garanzia o qualsivoglia controversia da essa derivante. La risoluzione di ogni controversia con REC derivante dall'applicazione o interpretazione della presente Garanzia sarà irrevocabilmente soggetta alla giurisdizione dei tribunali tedeschi.

IV. Procedura per richieste di risarcimento in garanzia

Le richieste di risarcimento ai sensi della presente Garanzia dovranno essere trasmesse al distributore autorizzato o al venditore presso il quale il prodotto è stato originariamente acquistato. La richiesta di risarcimento potrà essere inoltrata su:

www.recgroup.com/claims

I contatti dei Distributori globali REC sono disponibili al seguente indirizzo web:

www.recgroup.com/distributors

Una volta che il claim è stato trasmesso, verrà preso in carico dall'Ufficio REC di competenza, tutti i dettagli sono disponibili al seguente indirizzo web:

www.recgroup.com/contact

Per l'elaborazione delle Richieste di risarcimento in garanzia è necessario che esse siano corredate dalla prova dell'acquisto originale del Prodotto e delle eventuali vendite successive, compresa la cessione della presente Garanzia. La richiesta di risarcimento dovrà includere una descrizione del presunto difetto, nonché il numero di serie del Prodotto. Prima di rispedire qualsiasi Prodotto o componente a REC, è necessario un codice RMA (autorizzazione alla restituzione della merce) ottenibile contattando REC stessa all'indirizzo summenzionato.

La presente Garanzia è valida per i prodotti consegnato a partire dal 1° gennaio 2019.

Questa versione italiana è una traduzione dell'originale inglese. Se ci fosse qualsiasi differenza fra la versione tradotta e la versione inglese, la versione inglese sostituisce la versione tradotta.

⁸ Ulteriori estensioni di garanzia possono essere fornite tramite gli Installatori Certificati REC Solar Professional in base alle condizioni del pacchetto di garanzia REC ProTrust. Vedi www.recgroup.com/protrust per ulteriori dettagli.

Certyfikat gwarancji ograniczonej dotyczący paneli słonecznych REC Alpha¹ (Gwarancja ograniczona)

(obowiązuje począwszy od 1 stycznia 2019 r.)

Niniejsza Gwarancja ograniczona obejmuje wszystkie wymienione powyżej panele słoneczne REC (zgodnie z powyższą definicją¹), dostarczone klientom REC począwszy od dnia 1 stycznia 2019 r. i obowiązuje we wszystkich państwach członkowskich Unii Europejskiej, a także krajach Europejskiego Obszaru Gospodarczego, należących do grupy europejskich państw wschodnich² i innych krajów wymienionych poniżej³.

REC SOLAR PTE. LTD. (dalej „Gwarant” lub „REC”) wydaje następującą dobrowolną gwarancję użytkownikowi końcowemu, który zakupił Produkt w jednym z wyżej wymienionych krajów i jest osobą, która po raz pierwszy oddała Produkt do użytkowania („Pierwotny Użytkownik końcowy”). Oprócz praw wynikających z niniejszej Gwarancji ograniczonej, Pierwotnemu Użytkownikowi końcowemu mogą przysługiwać inne ustawowe prawa gwarancyjne zgodnie z obowiązującymi przepisami krajowymi, których niniejsza Gwarancja ograniczona w żaden sposób nie modyfikuje ani nie ogranicza.

I. Gwarancja na produkt

Z zastrzeżeniem warunków niniejszej Gwarancji ograniczonej, przez okres 20 lat⁴ od daty zakupu przez Pierwotnego Użytkownika końcowego (nieprzekraczający jednak maksymalnego okresu wynoszącego 20,5 roku⁵ od wskazanej na Produkcie daty produkcji), firma REC gwarantuje, że Produkty:

- Są wolne od wad materiałowych i wykonawczych pod warunkiem, że zostały zainstalowane i są używane zgodnie z instrukcjami instalacji, które mogą zostać pobrane pod adresem www.recgroup.com; i
- pozostaną bezpieczne i sprawne pod warunkiem, że kable i wtyczki zostaną zainstalowane w sposób profesjonalny i nie będą umieszczone na stałe w wodzie. Z zastrzeżeniem jednak, że wykluczone jest uszkodzenie kabla spowodowane ścieraniem na chropowatej powierzchni z powodu niedostatecznego zamocowania lub niezabezpieczonego przebiegu kabla przez ostre krawędzie. Wykluczone są również uszkodzenia spowodowane przez zwierzęta;
- nie wystąpią problemy z zamrażaniem aluminiowych ramek, jeśli są one prawidłowo zainstalowane.

Zewnętrzny wygląd Produktu, w tym zadrapania, plamy, rdza, pęknięcia, przebarwienia i inne oznaki normalnego zużycia po dostawie lub instalacji, nie stanowią wad, o ile nie mają one wpływu na funkcjonalność Produktu. Pęknięcie szkła stanowi wadę tylko wtedy, gdy nie jest spowodowane czynnikami zewnętrznymi.

Jeżeli w Okresie Gwarancyjnym wystąpi wada (lub wady seryjne⁶) wpływająca(-e) na funkcjonalność Produktu, firma REC może, według własnego uznania:

- Naprawić wadliwy Produkt; lub
- wymienić Produkt na równoważny produkt; lub
- dokonać zwrotu aktualnej ceny rynkowej równoważnego produktu w momencie wniesienia roszczenia.

II. Gwarancja dotycząca mocy wyjściowej

Z zastrzeżeniem warunków niniejszej Gwarancji ograniczonej, firma REC gwarantuje, że rzeczywista moc wyjściowa Produktu będzie wynosić co najmniej 98% wyjściowej mocy znamionowej określonej na Produkcie w ciągu pierwszego roku (liczonego od daty produkcji określonej na Produkcie). Począwszy od drugiego roku rzeczywista moc wyjściowa będzie zmniejszać się co roku o nie więcej niż 0,25% przez okres 24 lat, co oznacza, że na koniec 25-ego roku rzeczywista moc wyjściowa będzie wynosić co najmniej 92% mocy wyjściowej określonej na umieszczonej na Produkcie tabliczce danych znamionowych.

Niniejsza Gwarancja dotycząca mocy wyjściowej obejmuje tylko wydajność zmniejszoną ze względu na naturalną degradację szkła, ogniwa słonecznego, folii mocującej, skrzynki połączeniowej oraz połączeń pod warunkiem przestrzegania normalnych warunków użytkowania.

Jeśli Produkt nie osiąga określonych powyżej gwarantowanych poziomów mocy, w przypadku przeprowadzenia ich pomiarów przez Gwaranta lub przez akredytowany niezależny instytut pomiarowy⁷ zatwierdzony wcześniej przez Gwaranta do przeprowadzania testów, w standardowych warunkach testowych (IEC 61215) i biorąc pod uwagę zakres tolerancji wynoszący $\pm 3\%$, wówczas firma REC może według własnego uznania:

- Naprawić wadliwy Produkt; lub
- wymienić Produkt na równoważny produkt lub dostarczyć dodatkowe panele w zakresie, w jakim jest to konieczne, aby uzyskać gwarantowaną wartość procentową określonej mocy wyjściowej; lub
- dokonać zwrotu aktualnej ceny rynkowej równoważnego produktu w momencie wniesienia roszczenia.

¹ Obowiązuje ona również w odniesieniu do opcji produktów z jednym lub kilkoma następującymi przyrostkami: Pure, Black, 72, Q2, z wyłączeniem paneli, których nazwa produktu zawiera oznaczenie Q3.

² Zgodnie z definicją regionalnej grupy państw członkowskich Zgromadzenia Ogólnego Organizacji Narodów Zjednoczonych (www.un.int).

³ Niniejsza Gwarancja ograniczona obowiązuje także w następujących krajach: Andora, Izrael, Liechtenstein, Monako, San Marino, Szwajcaria, Turcja i Watykan.

⁴ Okres ten może być wydłużony o dodatkowe 5 lat z zastrzeżeniem obowiązujących warunków Programu REC Certified Solar Professional Program. Więcej informacji na temat produktów, rodzajów instalacji i instalatorów objętych wydłużeniem okresu gwarancji można znaleźć na stronie: www.recgroup.com/rec-certified-solar-professional-program-installers.

⁵ 25,5 roku w przypadku, w którym zastosowanie ma przypis⁵.

⁶ Uszkodzenia seryjne mogą być potwierdzone przez firmę REC tylko jako specyficzne zdarzenie dotyczące uszkodzenia seryjnego zgodnie ze standardami REC dotyczącymi uszkodzeń seryjnych.

⁷ Przykłady: Fraunhofer ISE, TÜV Rheinland, UL lub równoważne, po wcześniejszym omówieniu i uzgodnieniu z firmą REC przed przeprowadzeniem testów.

III. Warunki, ograniczenia i wyłączenia gwarancji

1. Niniejsza Gwarancja ograniczona nie może być przeniesiona przez Pierwotnego Użytkownika końcowego, z wyjątkiem nowego właściciela elektrowni słonecznej, w której Produkt był pierwotnie zainstalowany i pozostaje zainstalowany, pod warunkiem, że dana elektrownia słoneczna nie została w żaden sposób zmodyfikowana lub przeniesiona z konstrukcji lub z terenu nieruchomości, gdzie była zainstalowana pierwotnie.
2. Powiadomienie o roszczeniu gwarancyjnym wnoszonym na podstawie niniejszej Umowy musi zostać przekazane bez zbędnej zwłoki po wykryciu wady i przed upływem obowiązującego Okresu Gwarancji oraz zgodnie z procedurą opisaną w poniższym punkcie IV.
3. **Należy pamiętać, że niniejsza Gwarancja ograniczona nie obejmuje ani nie zobowiązuje Gwaranta do zwrotu jakichkolwiek kosztów wykonawstwa w miejscu instalacji, ani też żadnych innych kosztów poniesionych w związku z demontażem lub usunięciem wadliwych Produktów, a także kosztów transportu bądź ponownej instalacji wymienionych lub naprawionych Produktów, bądź ich dowolnych części.⁸**
4. Gwarant może korzystać z regenerowanych lub odnowionych części bądź produktów podczas przeprowadzania naprawy lub wymiany jakichkolwiek Produktów w ramach niniejszej Gwarancji ograniczonej. Wszelkie wymienione lub zastąpione części lub Produkty stają się własnością firmy REC. Okresy gwarancyjne określone w sekcjach I. i II. powyżej nie zostają w żaden sposób przedłużone w przypadku wymiany lub naprawy Produktu.
5. Niniejsza Gwarancja ograniczona wymaga, aby Produkt został zainstalowany zgodnie z najnowszymi instrukcjami dotyczącymi bezpieczeństwa, instalacji i obsługi, przekazanymi przez firmę REC i nie obejmuje uszkodzeń, wadliwego działania, mocy wyjściowej lub błędów serwisowych, które zostały spowodowane przez: (a) Przeprowadzenie naprawy, modyfikacji lub demontażu Produktu przez osobę inną niż wykwalifikowany technik serwisowy; (b) wykorzystanie jakichkolwiek niewłaściwych akcesoriów, instalacji lub zastosowań Produktu lub (c) nadużycie, niewłaściwe użytkowanie, wypadek, zaniedbanie, awarię zasilania lub przepięcie, uderzenie pioruna, pożar, powódź, przypadkowe złamanie, działania osób trzecich oraz inne zdarzenia lub wypadki pozostające poza zakresem kontroli firmy REC i/lub w jakichkolwiek innych warunkach niż normalne warunki użytkowania.
6. Niniejsza Gwarancja ograniczona jest udzielana dobrowolnie, nieodpłatnie i nie stanowi gwarancji niezależnej. W związku z powyższym, jeśli jakakolwiek wada istotnie wpływa na funkcjonalność Produktu lub powoduje, że moc wyjściowa jest niższa od gwarantowanych poziomów, środki zaradcze Pierwotnego Użytkownika końcowego są ograniczone wyłącznie do środków zaradczych określonych w punktach I. i II., w określonych w niniejszym dokumencie przypadkach dotyczących obowiązywania gwarancji. Firma REC nie udziela żadnych gwarancji, wyłączeń ani domniemanych, innych niż gwarancje zawarte w niniejszym dokumencie, a w szczególności jakichkolwiek innych gwarancji dotyczących wartości handlowej lub przydatności do określonego celu. Firma REC nie ponosi żadnej odpowiedzialności za jakiekolwiek szkody szczególne, przypadkowe, wtórne lub karne, wynikające z użytkowania lub utraty możliwości użytkowania Produktów w sposób określony w gwarancji, w tym, ale nie wyłącznie, szkody dotyczące utraty mocy, utracone zyski lub oszczędności oraz wydatki wynikające z roszczeń osób trzecich. Wyższe postanowienie nie ma zastosowania w zakresie, w jakim Gwarant musi ponosić odpowiedzialność zgodnie z obowiązującymi przepisami dotyczącymi odpowiedzialności za produkt lub w przypadku działania umyślnego bądź rażącego zaniedbania ze strony Gwaranta.
7. Prawem właściwym dla wykładni niniejszej Gwarancji ograniczonej jest prawo niemieckie, z wyłączeniem jakichkolwiek norm prawa kolizyjnego. Konwencja Narodów Zjednoczonych o umowach międzynarodowej sprzedaży towarów (1980) nie ma zastosowania do niniejszej Gwarancji ograniczonej ani nie obowiązuje w odniesieniu do żadnych aspektów jakiegokolwiek sporu z nią związanego. Firma REC niniejszym nieodwołalnie poddaje się jurysdykcji sądów niemieckich w zakresie rozstrzygania wszelkich sporów wynikających z niniejszej Gwarancji ograniczonej.

IV. Procedura zgłaszania roszczeń gwarancyjnych

Roszczenia z tytułu Gwarancji ograniczonej należy zgłaszać, powiadamiając autoryzowanego dystrybutora lub sprzedawcę, od którego Produkt został zakupiony po raz pierwszy. Roszczenie może zostać zarejestrowane pod adresem:

www.recgroup.com/claims

Dane kontaktowe partnerów dystrybucyjnych firmy REC na terenie całego świata są dostępne pod adresem:

www.recgroup.com/distributors

Zgłoszone roszczenia są obsługiwane przez Biura Regionalne firmy REC, których szczegółowe dane kontaktowe są dostępne pod adresem:

www.recgroup.com/contact

Aby roszczenie gwarancyjne mogło zostać obsłużone, do wniosku należy dołączyć dowód pierwszego zakupu Produktu oraz jakiegokolwiek dalszej sprzedaży, wraz z przeniesieniem niniejszej Gwarancji. Zgłoszenie roszczenia musi zawierać opis domniemanej wady (wad), a także numer(y) seryjny(-e) Produktu. Przed przeprowadzeniem zwrotu jakichkolwiek Produktów lub komponentów do firmy REC, wymagane jest uzyskanie numeru RMA (Return Merchandise Authorization), który można uzyskać kontaktując się z firmą REC na wyżej wymieniony adres.

Niniejsza gwarancja obowiązuje w odniesieniu do produktów dostarczonych klientom firmy REC w dniu 1 stycznia 2019 r. lub później.

Ten dokument został przetłumaczony z oryginalnej wersji angielskiej. W przypadku rozbieżności między wersjami, wersja w języku angielskim będzie obowiązująca.

⁸ Zgodnie z warunkami pakietu gwarancyjnego REC ProTrust, dalsze rozszerzenie gwarancji może być udzielone przez instalatorów posiadających certyfikat REC Solar Professional. Więcej informacji na stronie www.recgroup.com/protrust.

Limited Warranty Certificate for REC Alpha solar panels¹ (Limited Warranty) (valid as of January 1, 2019)

This Limited Warranty covers all the above named REC solar panels (as defined above¹) delivered to REC customers on or after January 1, 2019, and is valid in countries belonging to the Asia and Pacific, and African (including the Middle East) regional groups of the United Nations² and further countries as listed below³.

REC SOLAR PTE. LTD. (hereafter the 'Warrantor' or 'REC') issues the following voluntary warranty to the end-user who purchased the Product in one of the countries mentioned above and put the Product into use for the first time (the 'Original End-User'). In addition to the rights under this Limited Warranty, the Original End-User may be entitled to statutory warranty rights under applicable national laws which shall not be affected or limited in any way by this Limited Warranty.

I. Product Warranty

Subject to the terms and conditions of this Limited Warranty, for a period of 20 years⁴ from the date of purchase by the Original End-User (not exceeding a maximum period of 20.5 years⁵ from the date of production as identified on the Product), REC warrants that the Products:

- Are free from defects in material and workmanship if installed and used in accordance with the installation instructions available to download from www.recgroup.com; and
- Will remain safe and operational if cable and connector plugs are installed professionally and are not permanently positioned in water; provided however, that damage to the cable caused by abrasion on a rough surface due to insufficient fixing or to unprotected running of the cable over sharp edges is excluded. Damage caused by animals is also excluded; and
- Will not experience freezing up of the aluminum frames if installed correctly.

The outer appearance of the Product, including scratches, stains, rust, mould, discoloration and other signs of normal wear and tear, which occurred after delivery or installation, do not constitute defects, provided the functionality of the Product is not affected. Glass breakage constitutes a defect only if not caused by an external influence.

If a defect (or serial defect⁶) occurs during the Warranty Period affecting the functionality of the Product, REC will, at its sole option:

- Repair the defective Product; or
- Replace the Product with an equivalent product; or
- Refund the current market price of an equivalent product at the time of the claim.

II. Performance Warranty

Subject to the terms and conditions of this Limited Warranty, REC warrants that the actual power output (performance) of the Product will reach at least 98% of the nameplate power output specified on the Product during the first year (calculated from the date of production as identified on the Product). From the second year, the actual power output will decline annually by no more than 0.25% for a period of 24 years, so that by the end of the 25th year, an actual output of at least 92% of the nameplate power output specified on the Product will be achieved.

This Performance Warranty covers only reduced power output due to natural degradation of the glass, the solar cell, the embedding foil, the junction box and interconnections under normal use.

If the Product does not reach the warranted power output levels set out above when measured by the Warrantor or by an accredited independent measuring institute⁷ agreed to prior to testing by the Warrantor, under standard test conditions (IEC 61215) and taking into account a $\pm 3\%$ tolerance range, then REC will, at its sole option:

- Repair the Product; or
- Replace the Product with an equivalent product or to supply additional panels as necessary to achieve the warranted percentage of specified power output; or
- Refund the current market price of an equivalent product at the time of the claim.

¹ Including product variants with one or more of the suffixes: Pure, Black, 72, Q2, and excluding panels showing Q3, as part of the product name.

² As defined by the regional groups of Member States to the United Nations General Assembly (www.un.int).

³ This Limited Warranty also includes the countries of Australia, Kiribati, New Zealand and Taiwan, but excludes Cyprus.

⁴ This may be extended for additional 5 years subject to the prevailing conditions of the REC Certified Solar Professional Program. For more information on products, installation types & installers qualified for that extension see: www.recgroup.com/rec-certified-solar-professional-program-installers.

⁵ 25.5 years in the case of prevailing footnote³.

⁶ Serial defects can only be confirmed by REC as a serial defect event in accordance with REC standards of serial defects.

⁷ Examples: Fraunhofer ISE, TÜV Rheinland, UL or equivalent as discussed and agreed by REC prior to testing.

III. Warranty Conditions, Limitations and Exclusions

1. This Limited Warranty is not transferable by the Original End-User, except to a subsequent owner of the solar power facility at which the Product was originally installed and remains installed, provided that this solar power facility has not been altered in any way or moved from the structure or property at which it was originally installed.
2. Notification of a warranty claim hereunder must be given without undue delay after detection of the defect and prior to the expiration of the applicable Warranty Period and in accordance with the procedure as set out in section IV below.
3. **Please note that this Limited Warranty does not cover, nor will the Warrantor reimburse, any on-site labor or other costs incurred in connection with the de-installation or removal of defective Products, transport or the re-installation of replaced or repaired Products or any components.⁸**
4. The Warrantor may use remanufactured or refurbished parts or products when repairing or replacing any Products under this Limited Warranty. Any exchanged or replaced parts or Products will become the property of REC. The Warranty Periods set out in sections I. and II. above will not be extended in any way in the event of a replacement or repair of a Product.
5. This Limited Warranty requires that the Product is installed according to the latest safety, installation and operation instructions provided by REC and does not apply to damage, malfunction, power output or service failures which have been caused by: (a) repair, modifications or removal of the Product by someone other than a qualified service technician; (b) any improper attachment, installation or application of the Product or (c) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside REC's reasonable control and/or not arising under normal operating conditions.
6. This Limited Warranty is provided voluntarily and free of charge and does not constitute an independent guarantee. Therefore, if any defect materially affects the functionality of the Product or results in a power output below the warranted levels, the Original End-User's remedies are limited exclusively to the remedies set out under sections I. and II. in the warranty cases specified herein. REC assumes no warranties, express or implied, other than the warranties made herein and specifically disclaims all other warranties, merchantability or fitness for a particular purpose. REC excludes all liabilities for any special, incidental, consequential or punitive damages from the use or non-use of the Products to perform as warranted; including but not limited to damages for loss of power, lost profits or savings nor expenses arising from third-party claims. This does not apply to the extent the Warrantor is liable under applicable mandatory product liability laws or in cases of intent or gross negligence on the part of the Warrantor.
7. This Limited Warranty shall be governed by and construed in accordance with the laws of Singapore irrespective of its choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to or govern this Limited Warranty or any aspect of any dispute arising therefrom. REC hereby irrevocably submits to the jurisdiction of the courts of Singapore for the determination of any disputes arising under this Limited Warranty.
8. For Products and Original End-Users located in Australia who are 'consumers' within the meaning of the Australian consumer Law only, the benefits to the consumers given by this warranty are in addition to other rights and remedies of consumers under a law in relation to the goods and services to which the warranty relates and our goods come with guarantees that cannot be excluded under the Australian consumer law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

IV. Warranty Claim Procedure

Claims under this Limited Warranty must be made by notifying the authorized distributor or seller where the Product was first purchased. A claim may be registered at:

www.recgroup.com/claims

Contact details for REC global distribution partners can be found at:

www.recgroup.com/distributors

Once a claim has been submitted, it will be handled by the REC Regional Office, details of which can be found at:

www.recgroup.com/contact

For a warranty claim to be processed, proof of the original purchase of the Product and any subsequent sales including transfer of this Warranty need to accompany the claim. The claim must include a description of the alleged defect(s) as well as the Product's serial number(s). Prior to returning any Products or components to REC, an RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting REC via the aforesaid address. The consumer will bear the expense of claiming the warranty.

This warranty is valid for Products delivered to REC customers on or after January 1, 2019.

This warranty is given by:

REC Solar Pte. Ltd.
20 Tuas South Avenue 14,
Singapore 637312
Tel: +65 64959228

⁸ Further warranty extensions may be given through REC Certified Solar Professional installers according to the conditions of the REC ProTrust Warranty package. See www.recgroup.com/protrust for further details.

REC Alpha 太陽電池モジュール¹

限定保証書

(2019年01月1日より有効)

本限定保証は、2019年01月1日以降に上記製品名(上記で定義¹)をお客様に納入されたすべての太陽光モジュールを対象とし、国際連合の定義するアフリカとアジア太平洋に属する国と地域² および 以下に記載する国と地域³ で有効とする。

REC SOLAR PTE. LTD. (以降「保証人」または「REC」) は上記に記載された国のいずれかで製品を購入し最初に製品を使用したエンド ユーザー (「オリジナル エンド ユーザー」) に以下の保証を発行するものとする。本限定保証下での権利の他に、オリジナル エンド ユーザーには、この限定保証によって拘束されていない該当する国内法令下の法定保証権を得る権利が与えられるものとする。

I. 製品保証

本限定保証の条件にしたがい、オリジナルエンドユーザーによる購入日から20年⁴間(ただし製品上に記載された製造日から最大20.5年⁵間を超えない) (「保証期間」)、RECは製品に関して以下を保証するものとする。

- ・ www.recgroup.comからダウンロードし取得したインストールマニュアル(設置説明書)に従い設置および使用した場合材質上および製造上の欠陥がないこと。
- ・ ケーブルおよびコネクタプラグが専門技術を有する施工士により正しく接続され、かつそれらケーブルおよびコネクタプラグが水中に配置されていない場合で、保安規則に則った安全運転が保たれていること。ただし、不適当なケーブルの固定処置に起因するケーブル被覆表面の摩滅、また正しい保護手段を取っていない鋭角配線に起因するケーブル被覆表面の摩滅によるケーブルへの損傷は保証対象とならない。また事故による損傷も保証除外項目とする。
- ・ 正しく設置され、アルミニウムフレームの凍結なきこと。

製品引渡後または設置後のスクラッチ傷、汚れ、錆、型傷、カビ、変色等の通常使用上起こり得る摩耗や損傷の兆候を含む製品の劣化については、それが製品の機能性に何ら影響を及ぼすものでない限り、欠陥とは見なされない。ガラスの破損は、それが外的な要因に因らない場合に限り、欠陥と見なされない。

保証期間内に製品の機能性に何らかの影響を与えるような欠陥 (もしくは特定のロットで発生のある不良⁶) が発生した場合、RECは独自判断の下、以下のいずれかの方法で保証するものとする。

- ・ 欠陥製品の修理・修繕
- ・ 同等製品との交換
- ・ 保証申立て時における同等製品の市場価格に基づいた返金

II. 出力保証

本限定保証の条件にしたがい、RECは最初の1年間(製品に記載された製造日から起算)、製品の実際の出力が製品のネームプレート(銘板)に記載の出力値の98%以上に達することを保証するものとする。実出力は毎年最大0.25%の低減率に従い、2年目以降24年間低下するものとする。したがって25年経過時には製品のネームプレート(銘板)に記載の出力値の92%となる。

本出力保証は、通常使用でのガラス、太陽電池セル、包埋フォイル、ジャンクション ボックス、接続配線(インターコネクション)の自然劣化に起因した性能低下のみを対象とするものである。

保証人または保証人による試験実施に同意した信頼性の高い独立系の測定機関⁷が、標準試験条件 (IEC61215) に従い、±3%の許容範囲を考慮して測定を実施した結果、製品が上記の保証出力レベルに達しなかった場合、RECは独自判断の下、以下を行うものとする。

- ・ 製品の修理・修繕
- ・ 出力保証値(保証のパーセンテージ)を実現するために必要となる、同等の製品との交換または追加モジュールの提供。
- ・ 保証申立て時における同等製品の市場価格に基づいた返金

¹ 1つ以上の型式の末尾を持つ製品も含む: Pure, Black, 72, Q2 および製品名の一部にQ3が示されているモジュールは除きます。

² 国際連合(www.un.int) の加盟国の地域グループによる定義。

³ 本限定保証には、オーストラリア、ギリバス、ニュージーランドおよび台湾が含まれます。ただしキプロスは含まれません。

⁴ RECソーラープロフェッショナルプログラムの一般的な条件に従って、さらに5年間の延長保証をすることができます。この延長に適した製品、設置の種類、および設置者に関する詳細につきましては、www.recgroup.com/rec-certified-solar-professional-program-installersを参照してください。

⁵ 一般的な条件の場合における 25.5 年に関する脚注⁵。

⁶ 特定のロットで発生のある不良とは、RECの基準に基づきRECが判断。

⁷ 例: Fraunhofer ISE, TÜV Rheinland, ULなど。もしくは、事前にRECと協議し合意した同等の測定機関。

III. 保証条件、制限、除外

1. オリジナル エンド ユーザーは本限定保証を譲渡してはならない。ただし、太陽光施設がいかなる方法によっても変更されておらず、また製品が最初に設置された建造物または土地から移動されていない場合に限り、その太陽光施設の後続の所有者への譲渡は認めるものとする。
2. 本件に基づく保証権利の通知は、欠陥検出後および該当する保証の有効期限日前に、以下のセクションIVに述べる手順に従って不当な遅延なく提供されるものとする。
3. **本限定保証は、欠陥製品の取り外し、交換品または修理品もしくは修繕された部材の再設置等に係る現場労務費やその他の費用を補償するものではなく、またそれらの費用に関する責任および賠償は本限定保証の限りではない。⁸**
4. 本限定保証の下、製品の修理・修繕または交換を行う場合、新品と同様の状態に再生するリマニュファクチャリング、再整備を施し新品に準じる状態に仕上げるリファビッシュによる部材または製品を使用できるものとする。交換した部品や製品はRECの所有物とする。上記セクション I. と II. に述べられている保証期間は、製品のいかなる交換または修理においても延長しないものとする。
5. 本限定保証は、REC が提供する最新の安全、設置および操作に関する指示書（取扱説明書）にしたがい製品が設置されていることを前提とする。以下による損害、故障、出力やサービスの不具合には適用されないものとする。(a) 正規の専門技術を有するサービス担当技術者以外による製品の修理・修繕、改良、または撤去。(b) 製品の不適切な接続、設置、および使用。(c) 不正利用、誤用、事故、過失行為、停電あるいは電圧の急激な変化、稲妻、火災、洪水、偶発的な破損、第三者による行為およびRECが適切に制御し得ない、および/または、正常動作条件下以外で発生した出来事または偶発事故。
6. 本限定保証は、任意に無料で提供され、独立の保証を提供するものではない。したがって、欠陥が実質的に製品機能に影響するか、その欠陥が原因で出力が保証レベルを下回った場合、オリジナルエンドユーザーの救済措置は、セクション I. および II. の保証内容に独占的に制限されるものとする。RECはここに述べられる保証以外の保証はしないものとする。特に特定目的に対するその他の保証、市場性・商品性あるいは適正性の全てに関わる保証を放棄するものとする。RECは、使用に起因する特殊な損害、事故による損害、間接的損害、懲罰的損害賠償、あるいは保証された製品性能の損失（電力損失、利益損失、貯蓄損失、あるいは第三者からの経費要求を含むがこれらに限定するものではない）に対するあらゆる負担・法的責任を除外するものとする。保証人に適用され保証人が責任を負う製造物責任法の下で、あるいは保証人側の故意または重大な過失の場合において保証人が責任を負う範囲にこれは適用しないものとする。
7. 法原則のその選択に関係なくこの限定保証はシンガポールの法によって管理され、解釈されるものとする。国際物品売買契約に関する国際連合条約（1980）は、本限定保証に対し、あるいはそこから発生するいかなる争議にも適用されずまた準拠しない。

IV. 保証申立て手続き

製品を最初に購入した公認代理店か販売店に通知することにより、本限定保証下での申立てを行うものとする。

申立ての登録は、

www.recgroup.com/claims

にて受付を行う。

RECの全世界の販売パートナーの問い合わせ先は下記でご確認ください：

www.recgroup.com/distributors

クレームが提出された後は、RECの各国支店での対応となります。下記でご確認ください：

www.recgroup.com/contact

保証申立ての処理には、製品の最初の取得購入を証明できるものおよび本保証の譲渡を含むその後の販売の証拠が必要です。その申立てには、申立てた欠陥の説明と製品のシリアル番号を含める必要があります。RECへの製品あるいは部材の返却に先立ち、RMA(商品返品確認)番号が必要となります。この番号については、前述のアドレス経由でRECにお問い合わせください。

本保証は、お客様に2019年01月1日以降に納入された製品に対し有効です。

この日本語版は、英語の原文を翻訳したものです。翻訳版と英語版の間に相違がある場合、英語版が法的拘束力を持ちます。

⁸ REC ProTrust保証パッケージの条件に応じて、RECソーラープロフェッショナル認定事業者を介して、さらなる延長保証をおこなうことができます。詳細につきましては、www.recgroup.com/protrustを参照してください。

Limited Warranty Certificate for REC Alpha solar panels¹ (Limited Warranty) (valid as of January 1, 2019)

This Limited Warranty covers all the above named REC solar panels (as defined above¹) delivered to REC customers on or after January 1, 2019, and is valid in all member states of the Organization of American States (OAS) only.

REC SOLAR PTE. LTD. (hereafter the 'Warrantor' or 'REC') issues the following voluntary warranty to the end-user who purchased the Product in one of the states mentioned above and put the Product into use for the first time (the 'Original End-User'). In addition to the rights under this Limited Warranty, the Original End-User may be entitled to statutory warranty rights under applicable national laws which shall not be affected or limited in any way by this Limited Warranty.

I. Product Warranty

Subject to the terms and conditions of this Limited Warranty, for a period of 20 years² from the date of purchase by the Original End-User (not exceeding a maximum period of 20.5 years³ from the date of production as identified on the Product), REC warrants that the Products:

- Are free from defects in material and workmanship if installed and used in accordance with the installation instructions available to download from www.recgroup.com; and
- Will remain safe and operational if cable and connector plugs are installed professionally and are not permanently positioned in water; provided however, that damage to the cable caused by abrasion on a rough surface due to insufficient fixing or to unprotected running of the cable over sharp edges is excluded. Damage caused by animals is also excluded; and
- Will not experience freezing up of the aluminum frames if installed correctly.

The outer appearance of the Product, including scratches, stains, rust, mould, discoloration and other signs of normal wear and tear, which occurred after delivery or installation, do not constitute defects, provided the functionality of the Product is not affected. Glass breakage constitutes a defect only if not caused by any external influence.

If a defect (or serial defect⁴) occurs during the Warranty period affecting the functionality of the Product, REC will, at its sole option:

- Repair the defective Product; or
- Replace the Product with an equivalent product;
- Refund the current market price of an equivalent product at the time of the claim.

II. Performance Warranty

Subject to the terms and conditions of this Limited Warranty, REC warrants that the actual power output (performance) of the Product will reach at least 98% of the nameplate power output specified on the Product during the first year (calculated from the date of production as identified on the Product). From the second year, the actual power output will decline annually by no more than 0.25% for a period of 24 years, so that by the end of the 25th year, an actual output of at least 92% of the nameplate power output specified on the Product will be achieved.

This Performance Warranty covers only reduced performance due to natural degradation of the glass, the solar cell, the embedding foil, the junction box and interconnections under normal use.

If the Product does not reach the warranted power output levels set out above when measured by the Warrantor or by an accredited independent measuring institute⁵ agreed to prior to testing by the Warrantor, under standard test conditions (IEC 61215) and taking into account a $\pm 3\%$ tolerance range, then REC will, at its sole option:

- Repair the Product; or
- Replace the Product with an equivalent product or to supply additional panels as necessary to achieve the warranted percentage of specified power output; or
- Refund the current market price of an equivalent product at the time of the claim.

¹ Including product variants with one or more of the suffixes: Pure, Black, 72, Q2, and excluding panels showing Q3, as part of the product name.

² This may be extended for additional 5 years subject to the prevailing conditions of the REC Certified Solar Professional Program. For more information on products, installation types & installers qualified for that extension see: www.recgroup.com/rec-certified-solar-professional-program-installers.

³ 25.5 years in the case of prevailing footnote ².

⁴ Serial defects can only be confirmed by REC as a serial defect event in accordance with REC standards of serial defects.

⁵ Examples: Fraunhofer ISE, TÜV Rheinland, UL or equivalent as discussed and agreed by REC prior to testing.

III. Warranty Conditions, Limitations and Exclusions

1. This Limited Warranty is not transferable by the Original End-User, except to a subsequent owner of the solar power facility at which the Product was originally installed and remains installed, provided that this solar power facility has not been altered in any way or moved from the structure or property at which it was originally installed.
2. Notification of a warranty claim hereunder must be given without undue delay after detection of the defect and prior to the expiration of the applicable Warranty Period and in accordance with the procedure as set out in section IV below.
3. **Please note that this Limited Warranty does not cover, nor will the Warrantor reimburse, any on-site labor or other costs incurred in connection with the de-installation or removal of defective Products, transport or the re-installation of replaced or repaired Products or any components.⁶**
4. The Warrantor may use remanufactured or refurbished parts or products when repairing or replacing any Products under this Limited Warranty. Any exchanged or replaced parts or Products will become the property of REC. The Warranty Periods set out in sections I. and II. above will not be extended in any way in the event of a replacement or repair of a Product.
5. This Limited Warranty requires that the Product is installed according to the latest safety, installation and operation instructions provided by REC and does not apply to damage, malfunction, power output or service failures which have been caused by: (a) repair, modifications or removal of the Product by someone other than a qualified service technician; (b) any improper attachment, installation or application of the Product or (c) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside REC's reasonable control and/or not arising under normal operating conditions.
6. This Limited Warranty is provided voluntarily and free of charge and does not constitute an independent guarantee. Therefore, if any defect materially affects the functionality of the Product or results in a power output below the warranted levels, the Original End-User's remedies are limited exclusively to the remedies set out under sections I. and II. in the warranty cases specified herein. **REC ASSUMES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES MADE HEREIN AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REC EXCLUDES ALL LIABILITIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM THE USE OR LOSS OF USE OF THE PRODUCTS TO PERFORM AS WARRANTED; INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF POWER, LOST PROFITS OR SAVINGS NOR EXPENSES ARISING FROM THIRD PARTY CLAIMS.** This does not apply to the extent the Warrantor is liable under applicable mandatory product liability laws on a case of intent or gross negligence on the part of the Warrantor.
7. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to or govern this Limited Warranty or any aspect of any dispute arising there from.

IV. Warranty Claim Procedure

Claims under this Limited Warranty must be made by notifying the authorized distributor or seller where the Product was first purchased. A claim may be registered at:

www.recgroup.com/claims

Contact details for REC global distribution partners can be found at:

www.recgroup.com/distributors

Once a claim has been submitted, it will be handled by the REC Regional Office, details of which can be found at:

www.recgroup.com/contact

For a warranty claim to be processed, proof of the original purchase of the Product and any subsequent sales including transfer of this Warranty need to accompany the claim. The claim must include a description of the alleged defect(s) as well as the Product's serial number(s). Prior to returning any Products or components to REC, an RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting REC via the aforesaid address.

This warranty is valid for Products delivered to REC customers on or after January 1, 2019.

⁶ Further warranty extensions may be given through REC Certified Solar Professional installers according to the conditions of the REC ProTrust Warranty package. See www.recgroup.com/protrust for further details.

Certificado de garantía para los módulos de la serie REC Alpha¹ (válida a partir del 1 de enero de 2019)

Esta garantía es válida para todos los productos REC (según lo definido anteriormente¹) entregados a partir del 1 de enero de 2019 en todos los Estados miembro de la Organización de los Estados Americanos (OES).

REC SOLAR PTE. LTD. (en lo sucesivo, el «garante» o «REC») concede la siguiente garantía voluntaria al usuario final que adquiera el producto en un Estado miembro de la OES y que utilice el producto por primera vez (en lo sucesivo, el «usuario final original»). Además de los derechos que concede la presente garantía limitada, el usuario final original puede tener otros derechos de garantía en virtud de la legislación nacional vigente que no se verán afectados ni limitados de ningún modo por esta garantía limitada.

I. Garantía del producto

REC garantiza, según las condiciones de la presente garantía limitada, durante un periodo de 20 años² a partir de la fecha de compra por parte del usuario final original (siempre y cuando no se sobrepase un periodo máximo de 20,5 años³ desde la fecha de fabricación indicada en el producto) (el «periodo de garantía») que los productos:

- No presentarán defectos materiales ni de fabricación si se instalan y utilizan de acuerdo con las instrucciones de instalación que pueden descargarse de la web www.recgroup.com; y
- Serán seguros y permanecerán en funcionamiento si el cable y los conectores se han instalado de un modo profesional y no están permanentemente en contacto con agua; siempre y cuando se excluyan los daños en el cable provocados por la abrasión en una superficie rugosa debido a una fijación insuficiente o al desplazamiento sin protección del cable sobre bordes afilados. También quedan excluidos los daños provocados por animales; y
- Los marcos de aluminio no se deformarán por efectos de congelación del agua en el interior si se han instalado correctamente siguiendo las instrucciones de nuestro Manual de Instalación.

La apariencia externa del producto, incluidos arañazos, manchas, óxido, moho, decoloración u otros signos de desgaste normal que aparezcan tras la entrega o instalación, no constituye un defecto siempre y cuando no afecte a la funcionalidad del producto. La rotura del cristal constituye un defecto sólo si no ha sido provocada por un factor externo.

Si durante el periodo de garantía aparece un defecto (o defecto de serie) que afecte a la funcionalidad del producto, REC podrá, según su criterio:

- Reparar el producto defectuoso; o
- Sustituir el producto por un producto equivalente;
- Reembolsar el precio de mercado vigente de un producto equivalente en el momento en que se produzca la reclamación.

II. Garantía de la potencia nominal

REC garantiza, según lo dispuesto en la presente garantía, que la potencia nominal real del producto llegará como mínimo al 98% de la potencia nominal especificada en la placa del producto durante el primer año (calculado a partir de la fecha de fabricación indicada en el producto). A partir del segundo año, la reducción anual de la potencia nominal real no superará el 0,25% durante un periodo de 24 años, de modo que al finalizar el 25º año, la potencia nominal real alcanzará como mínimo el 92% de la potencia nominal especificada en la placa del producto.

Esta garantía de potencia nominal sólo cubre la reducción del rendimiento debida a una degradación natural del cristal, de la célula solar, de la lámina incrustada, de la caja de conexiones y de las interconexiones producida en caso de uso normal.

Si el producto no alcanza los niveles de potencia nominal garantizados señalados anteriormente durante una medición efectuada por el garante o por un instituto de medición acreditado y independiente⁵ autorizado por el garante con anterioridad a la realización de la prueba, en las condiciones estándar de ensayo (IEC 61215) y teniendo en cuenta una tolerancia del $\pm 3\%$, REC podrá, según su criterio:

- Reparar el producto; o
- Sustituir el producto por un producto equivalente o suministrar los módulos adicionales necesarios para llegar al porcentaje garantizado de la potencia nominal especificada; o
- Reembolsar el precio de mercado vigente de un producto equivalente en el momento en que se produzca la reclamación.

¹ Incluidas las variantes de producto con uno o más de los siguientes sufijos: Pure, Black, 72, Q2 y excluyendo paneles que marcan Q3 como parte del nombre del producto.

² Puede ampliarse a 5 años más en función de las condiciones que prevalecen en el REC Certified Solar Professional Program. Para obtener más información sobre los productos, tipos de instalación e instaladores cualificados para realizar dicha ampliación, consulte: www.recgroup.com/rec-certified-solar-professional-program-installers

³ 25,5 años en caso de condiciones predominantes⁵.

⁴ Los defectos de serie sólo pueden ser confirmados por REC para ser considerados como un defecto de serie, y deben de estar de acuerdo con los estándares de REC relativos a este tipo de defectos en la producción.

⁵ Ejemplos: Fraunhofer ISE, TÜV Rheinland, UL o laboratorio equivalente según sea acordado por REC antes de la prueba.

III. Condiciones, limitaciones y exclusiones de la Garantía

1. El usuario final original no puede transferir la presente garantía, excepto si se trata del subsiguiente propietario de la misma instalación de energía solar fotovoltaica en la cual se instaló originalmente y sigue instalado el producto, siempre y cuando dicha instalación de energía solar no se haya modificado de ningún modo ni trasladado del edificio o propiedad en la cual haya sido instalada inicialmente.
2. En virtud del presente documento, cualquier reclamación de garantía deberá notificarse sin demora tras la detección del defecto y con anterioridad al vencimiento del periodo de garantía aplicable, de conformidad con el procedimiento de tramitación de la garantía estipulado en el apartado IV que aparece más abajo.
3. **La presente garantía no cubre, y el garante no reembolsará, ningún tipo de trabajo in situ ni ningún otro coste en el que se haya incurrido en relación con el desmontaje o la retirada de productos defectuosos, con el transporte o con la reinstalación de los productos reparados o sustituidos o de cualquiera de sus componentes.**⁶
4. El garante podrá, según su criterio, utilizar piezas o productos remanufacturados o reacondicionados a la hora de reparar o sustituir el producto al que se aplica la presente garantía limitada. Todas las piezas o productos cambiados o sustituidos pasarán a ser propiedad de REC. Los periodos de garantía establecidos de acuerdo con lo dispuesto en los apartados I y II anteriores no se ampliarán en modo alguno en caso de reparación o sustitución de un producto.
5. La presente garantía requiere que el producto sea instalado siguiendo las últimas instrucciones de seguridad, instalación y funcionamiento suministradas por REC y no se aplicará a los daños, averías, fallos de potencia nominal o fallos de funcionamiento que hayan sido provocados por: (a) la reparación, modificación o retirada del producto por parte de personas ajenas a un servicio técnico certificado; (b) la mala sujeción, instalación o aplicación del producto o (c) el maltrato, mal uso, accidentes, negligencias, cortes del suministro eléctrico o subidas de tensión, rayos, incendios, inundaciones, rotura accidental, acciones de terceros y otros actos o accidentes fuera del control razonable de REC y/o que no se deriven de las condiciones normales de uso.
6. La presente garantía se ofrece de un modo voluntario y sin coste alguno y no constituye una garantía independiente. Por lo tanto, si cualquier defecto afecta materialmente a la funcionalidad del producto o produce una potencia nominal inferior a los niveles garantizados, las soluciones para el usuario final original quedan exclusivamente limitadas a las soluciones indicadas en los apartados I y II en los casos de garantía especificados en dichos apartados. **REC NO ASUME NINGUNA GARANTÍA, EXPLÍCITA O IMPLÍCITA, DISTINTA A LAS GARANTÍAS EXPUESTAS EN EL PRESENTE DOCUMENTO. REC RENUNCIA EXPRESAMENTE A CUALQUIER OTRA GARANTÍA, COMERCIALIZACIÓN O ADECUACIÓN A UN FIN CONCRETO. REC EXCLUYE TODA RESPONSABILIDAD POR DAÑOS, ESPECIALES, DIRECTOS O INDIRECTOS, DERIVADOS DE LA INCAPACIDAD O INCAPACIDAD DEL PRODUCTO DE FUNCIONAR SEGÚN LO GARANTIZADO, INCLUYENDO, ENTRE OTROS, DAÑOS POR PÉRDIDAS DE POTENCIA, BENEFICIOS O AHORROS QUE NO SE HAYAN MATERIALIZADO O GASTOS DERIVADOS DE RECLAMACIONES DE TERCERAS PARTES.** Este punto no se aplica en los casos en los que el garante está obligado en virtud de la legislación obligatoria de responsabilidad de producto ni en los casos de negligencia grave o intencionada por parte del garante.
7. Esta garantía deberá ser gobernada e interpretada de acuerdo con las leyes del Estado de California sin dar efecto a sus conflictos con las disposiciones de la ley. La Convención de las Naciones Unidas sobre los Contratos de Compraventa de Mercancías Internacionales (1980) no será de aplicación ni regulará la presente garantía limitada ni ninguna controversia o litigio derivado de la misma.

IV. Procedimiento de reclamación de la garantía

Las reclamaciones derivadas de la presente garantía deben efectuarse mediante una notificación al distribuidor o comercio autorizado en el que se haya adquirido originalmente el producto. La reclamación debe registrarse en:

www.recgroup.com/claims

Los datos de contacto de los Distribuidores de REC a nivel global puede encontrarlos en:

www.recgroup.com/distributors

Una vez que se haya presentado una reclamación, ésta será tratada por la oficina regional de REC, cuyos datos de contacto se pueden encontrar en:

www.recgroup.com/contact

Para que una reclamación de garantía pueda ser tramitada, es imprescindible adjuntar a la reclamación un comprobante de la compra original del producto y de cualquier venta subsiguiente, incluida la transferencia de esta garantía. La reclamación debe incluir una descripción del (de los) defecto(s) por el que (los que) se reclama y el (los) número(s) de serie del producto. Antes de devolver cualquier producto o componente a REC, es necesario haber obtenido un número de autorización de devolución de mercancía o RMA (Return Merchandise Authorization). Dicho número puede obtenerse poniéndose en contacto con REC en la dirección indicada anteriormente.

La presente garantía es válida para los productos entregados a partir del 1 de enero de 2019.

Esta versión en castellano es una traducción de la versión original en inglés. En el caso que hubiere diferencias entre la versión traducida y la versión inglesa, la versión inglesa prevalecerá sobre la versión traducida.

⁶ Extensión de garantía a través de los instaladores REC Certified Solar Professional acorde a los términos del paquete REC ProTrust Warranty. Para más información visite www.recgroup.com/protrust.

SAMPLE



REC SOLAR PTE. LTD.
20 TUAS SOUTH AVENUE 14
SINGAPORE 637312
Tel: +65 6495 9228
Mail: post@recgroup.com

www.recgroup.com



Tigo Energy Limited Warranty

Tigo Energy, Inc. ("Tigo") has developed the integrated TS4, add-on TS4-A, and retrofit TS4-R Platforms, Cloud Connect Advanced (CCA), RSS Transmitter, Tigo Access Point (TAP) and RSS Signal Detector ("Equipment"). This Tigo limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Equipment for the applicable duration ("Warranty Period") set out below:

- Integrated TS4, add-on TS4-A, and retrofit TS4-R Platforms: twenty-five (25) years commencing on the earlier of ("Warranty Start Date"): (i) 4 months from the date the Equipment is shipped from Tigo; and (ii) the installation of the Equipment ("Warranty Start Date"), provided, however, that for the module embedded Equipment, the Warranty Period shall not exceed the maximum of (1) the PV Module product warranty period and (2) the PV Module power warranty periods provided by the applicable module manufacturer.
- Cloud Connect Advanced and Tigo Access Point: five (5) years commencing on the earlier of ("Warranty Start Date"): (i) 4 months from the date the Equipment is shipped from Tigo; and (ii) the installation of the Equipment, provided, however, that for the inverter embedded Equipment, the Warranty Period shall not exceed the maximum of the inverter product warranty period provided by the applicable inverter manufacturer.
- RSS Transmitter: ten (10) years commencing on the Warranty Start Date when used with the TS4-x (any of Tigo's applicable) products, provided, however, that for inverter embedded Equipment, the Warranty Period shall not exceed the inverter's warranty period provided by the applicable inverter manufacturer.
- RSS Signal Detector: one (1) year commencing on the Warranty Start Date, when used with the TS4-x (any of Tigo's applicable) products.

Registration with the Tigo Monitoring service must be completed in 90 days from installation date for Limited Warranty to be valid, for the following Equipment: TS4-M, -S, -O, -L, Tigo Access Point, and Cloud Connect Advanced when implemented for communication.

The Limited Warranty does not apply to components which are separate from the Equipment, ancillary equipment and consumables, such as, for example, cables, fuses, wires and connectors, whether supplied by Tigo or others. Some components may carry their own manufacturer warranty.

The Limited Warranty only applies to a customer who has purchased the Equipment from an authorized seller of Tigo, or, in case of module or inverter embedded Equipment, from an authorized seller of the module or inverter manufacturer, respectively, for use in accordance with its intended purpose. The Limited Warranty may be transferred from the customer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, provided that the Equipment is not moved outside its original country of installation and any reinstallation is done in accordance with the installation instructions and use guidelines accompany the Equipment and available on the Tigo Resource Center at support.tigoenergy.com (collectively the "Documentation").

The Limited Warranty applies to all versions of the TS4-F if and only if it is being used with Tigo's RSS Transmitter or an Inverter with a built in RSS Transmitter certified by Tigo. No warrantee is provided if the RSS Transmitter is used with a non-certified 3rd party receiver.

During the Warranty Period, if Tigo determines, in its sole and absolute discretion, through inspection, the existence of a defect that is solely due to defects in Equipment material or workmanship, the Equipment will be considered defective and will be subject to remedy under the terms of this Limited Warranty.

Tigo Energy Limited Warranty

March 26, 2020



If a remedy is allowed for defective Equipment under the terms of this Limited Warranty, Tigo will, at its option, either issue a credit note to the customer for an amount up to the appropriate residual market value of the Equipment, as determined by Tigo, for use towards the purchase of new product, or repair or replace the defective Equipment. Tigo will, at its option, use new and/or reconditioned parts in repairing or replacing the defective Equipment. Tigo reserves the right in connection with in repairing or replacing the defective Equipment to use parts or products of original or improved design in such repair or replacement. If Tigo repairs or replaces defective Equipment, this Limited Warranty will continue for the repaired or replacement Equipment for the remainder of the original Warranty Period or ninety (90) days from the date of Tigo's return shipment of the repaired or replaced Equipment, whichever is later. This Limited Warranty does not include labor or material costs related to un-installing the defective Equipment or re-installing the repaired or replacement Equipment. This Limited Warranty covers the costs of shipping repaired or replacement Equipment from Tigo to customer and the shipping cost of returning defective Equipment to Tigo, via a non-expedited freight carrier selected by Tigo. The Limited Warranty does not cover, and Tigo will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier, and any such damage is the responsibility of the freight carrier.

The Equipment is designed to withstand normal operating conditions and typical wear and tear when used for its original intent and in compliance with the Documentation and the installation and operating instructions supplied with the original Equipment. The Limited Warranty does not apply to, and Tigo will not be responsible for, any defect in or damage to any Equipment that: (1) has been misused, abused, neglected, tampered with, modified, altered, opened, or otherwise damaged, either internally or externally; (2) has been improperly installed, operated, handled, maintained or used, including use under conditions for which the Equipment was not designed, use in an unsuitable environment, or use in a manner contrary to the Documentation or applicable laws or regulations; (3) has been subjected to fire, excessive water exposure, fire, pest damage, accident, generalized corrosion, biological infestations, actions of third parties, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Documentation or the Equipment specification, including high input voltage from generators, lightning strikes or power surges; (4) has been subjected to incidental or consequential damage caused by defects of other components of the system into which the Equipment is integrated; (5) has been used in combination with other equipment, items or materials not permitted by the Documentation or in violation of local codes or standards; or (6) had the original identification markings (including trade mark, serial number) of the Equipment have been defaced, altered, or removed. The Limited Warranty does not cover cosmetic, superficial, technical or design defects, or shortcomings, which do not materially influence or affect the energy production or degrade form, fit or function of the Equipment. Tigo's maximum obligation under this Limited Warranty for each piece of Equipment is limited to the original cost of such Equipment.

No rights under this Limited Warranty for the TS4 integrated products will be available unless all personnel installing or replacing TS4 integrated products have completed the TS4 Certification Course available online at tigoenergy.com/ts4key. Upon successful completion of the course, a certificate will be issued via email to the trainee. Tigo retains a record of certified personnel for these Limited Warranty purposes. No rights under this Limited Warranty will be available unless installation and removal of Equipment must be performed only with the approved tools: TS4 Key or TS4 Production Key.

The rights under this Limited Warranty will be available and prompt service obtained only if the Equipment capable of being monitored is monitored by the Tigo Monitoring service. A system including the Equipment must have an active internet connection and must communicate with Tigo using Tigo's free level monitoring, as a minimum, for the rights under this Limited Warranty to be available for Equipment capable of being monitored.



To obtain repair or replacement service, or a credit or a refund (as applicable), under this Limited Warranty, the customer must comply with the following policies and procedures:

- All defective Equipment must be returned to Tigo with a Return Merchandise Authorization (RMA) number that the customer must obtain from Tigo. Before obtaining the RMA, however, the customer must contact a Tigo technical support representative to evaluate and troubleshoot the problem while the Equipment is in the field, since many problems can be solved in the field. Customer must provide Tigo technical support with the following information:
 - Model number of the defective Equipment.
 - Serial number of the defective Equipment.
 - Detailed description of the defect.
 - The Tigo system ID number.
- If in-field troubleshooting does not solve the problem, the customer may request an RMA number, which request must include the following information:
 - Proof-of-purchase of the defective Equipment in the form of: (i) the dated purchase receipt from the original purchase of the Equipment at point of sale to the end user, (ii) the dated dealer invoice or purchase receipt showing original equipment manufacturer (OEM) status, or (iii) the dated invoice of purchase receipt showing the Equipment exchanged under warranty.
 - Shipping address for return of the repaired or replacement equipment (as applicable).
- All defective Equipment authorized for return must be returned in the original shipping container or other packaging that is equally protective of the Equipment.
- The returned defective Equipment must not have been disassembled or modified without the prior written authorization of Tigo.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIGO HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS EQUIPMENT OR ITS USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TIGO BE LIABLE TO THE CUSTOMER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE CUSTOMER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE EQUIPMENT, EVEN IF TIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIGO'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO TIGO BY THE CUSTOMER FOR THE EQUIPMENT IN THE CASE OF A WARRANTY CLAIM.

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF TIGO UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY TIGO. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE EQUIPMENT WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER.



YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

THIS LIMITED WARRANTY HAS BEEN PREPARED IN ENGLISH AND IF TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH FOR ANY PURPOSE, THE ENGLISH VERSION SHALL IN ALL EVENTS PREVAIL AND BE PARAMOUNT IN THE EVENT OF ANY DIFFERENCES, QUESTIONS OR DISPUTES CONCERNING THE MEANING, FORM, VALIDITY, OR INTERPRETATION OF THIS LIMITED WARRANTY. THE ENGLISH VERSION CAN BE FOUND AT WWW.TIGOENERGY.COM/DOWNLOADS/WARRANTY.

SAMPLE



DCE Solar Limited Warranty on Materials

Lockhead Martin

PV System Owner

Lockhead Martin

Project Name

125,280 Watts

Size of System

5600 West Sand Lake Rd, Sand Lake, FL 32819

Address of Site

Eco-Top

DCE Solar Racking System

DCE Solar Customer:

4/9/2021

Date of Project Completion

4/9/2041

Date of Warranty Expiration

Advanced Roofing, Inc.

Name

1950 NW 22nd Street Ft. Lauderdale, FL 33311

Address

(954) 522-6868

Telephone Number

THE WARRANTY

Limited Warranty. DCE WARRANTS THAT THE PRODUCT DOES NOT INFRINGE ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT OR SIMILAR INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, WILL BE DELIVERED TO CUSTOMER FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WILL BE FREE FROM DEFECTS IN DESIGN, MATERIAL, AND WORKMANSHIP AND WILL CONFORM TO ANY SPECIFICATIONS IN THE CONTRACT THROUGHOUT THE WARRANTY PERIOD.

"Warranty Period" means a period of twenty (20) years from time of delivery and payment for products installed in accordance with DCE's installation instructions. The warranty does not include aesthetics or aesthetics shall be effective if Customer or third parties make changes or effect any repair work on the Products without DCE's written consent, such consent not to be unreasonably withheld. The warranty also does not cover damage caused by Customer's failure to take reasonable steps to confine the known damage so that DCE can remedy the defect. Further, the warranty does not cover damage caused by Customer's use of spare parts or consumer products not meeting DCE specifications. Warranty holder is responsible for prompt snow removal to prevent excessive damage. Failures directly caused by delinquent action shall not be covered under the warranty terms. **DCE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR LAW. DCE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY OTHER THAN AS STATED HEREIN.**

Limitation of Liability. IN NO EVENT SHALL DCE OR CUSTOMER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCT OR SERVICES CONTAINED HEREIN WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHER THEORIES OF LAW.

This warranty is transferrable or assignable to any subsequent owner of the Product, subject to the terms herein.

Customer's Remedies. Except with respect to claims that the product infringes United States or foreign patent, copyright or similar intellectual property rights of any third party, DCE Solar's total liability and customer's exclusive remedy for any cause of action associated with the contract, whether based in tort, contract, strict liability or any other legal theory, is expressly limited to replacement of nonconforming product or payment in an amount not to exceed the purchase price of the specific product for which damages are claimed, at DCE Solar's option. In no event shall DCE Solar be liable for any other damages including, without limitation, indirect, incidental, special, punitive, exemplary or consequential damages.

Customer shall visually inspect all product supplied hereunder immediately upon delivery. Customer's failure to give notice to DCE Solar of any defect(s) or non-conforming material upon inspection, shall negate the warranty provisions herein, or if Customer is assigning to DCE Solar any other liability in connection with the Products, which must be in writing and signed by an authorized officer of DCE Solar, which expressly gives such warranties or assumes such liability, and which is made part of the Contract pursuant to paragraphs 1 and 2 above.

DCE Solar 19410 Jetton Rd Ste 220 Cornelius, NC 28031

Phone 704.659.7474 www.dcesolar.com



CHINT POWER SYSTEMS AMERICA INVERTER WARRANTY

BUYER ACCEPTS THIS WARRANTY IN LIEU OF ANY OTHER WARRANTY, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND CHINT POWER SYSTEMS AMERICA CO.'S LIMIT OF LIABILITY FOR ANY AND ALL LOSS OR DAMAGE RESULTING FROM DEFECTIVE OR NONCONFORMING PRODUCT(S).

Chint Power Systems America Co. ("CPS") and its parent company, Shanghai Chint Power Systems Co., Ltd, warrant that all new inverter Products conform to applicable codes and standards in effect at the time of Product manufacture and are free of any defects in material and workmanship for a standard warranty period of ten (10) years for 1000Vdc models and five (5) years for 1500Vdc models. The warranty period begins one (1) month from the date CPS ships the Product or the date of installation, whichever comes first. If the Buyer purchases an extended warranty, the warranty terms and conditions provided herein will continue for the duration of the extended warranty. The CPS Warranty, including the limitations, is transferrable from the original Buyer to subsequent owners.

Scope of Warranty Services:

- Covers new inverter Products installed in North America.
- CPS will repair, replace with a Product of the same type, or refund the purchase price at its sole discretion, at no cost to the Buyer if the Buyer notifies CPS of any breach of warranty within the warranty period.
- CPS will, with commercially reasonable efforts, respond to Buyer inquiries within 24 hours and provide a resolution plan within 48 hours to rapidly resolve warranty issues.
- If the unit is replaced in the field, the Buyer agrees to utilize the CPS Return Material Authorization ("RMA") process in place at the time of replacement.
- CPS warrants that any repaired or replaced Product will be free from defects in material or workmanship for the remainder of original unit warranty period.

Warranty Exclusions:

- Damage from shipping or transportation.
- Damage caused by improper installation, operation and maintenance according to the installation manual or any local, state or federal codes and requirements, or other misuse.
- Replaceable service items, including fuses and filters.
- Any costs incurred by the Buyer or installer for troubleshooting, installation, removal or the value of lost energy production.
- Damage caused by force majeure, including but not limited to flood, fire, earthquakes and lightning.
- Material or workmanship not provided by CPS or its approved service providers.
- Damage caused by rust or corrosion.
- Units not paid for in full by original purchaser per mutually agreed payment terms.

If your Product requires troubleshooting or warranty service, contact your installer or dealer. If you are unable to contact your installer or dealer, or the installer or dealer is unable to provide service, contact CPS directly at:

North American call center: 1-855-584-7168

CPS LIABILITY FOR LOSSES CAUSED BY PRODUCT FAILURE OR DAMAGE IS SOLELY LIMITED TO THE PURCHASE PRICE OF THE PARTICULAR PRODUCT(S) WITH RESPECT TO WHICH LOSS OR DAMAGE IS CLAIMED, PLUS ANY TRANSPORTATION CHARGES ACTUALLY PAID BY THE BUYER FOR SUCH PRODUCT(S) AND EXCLUDES CONSEQUENTIAL LOSSES. IN THE EVENT OF ANY DISCREPANCY BETWEEN OTHER APPLICABLE QUALITY GUARANTEE OR AFTER-SALES PROVISIONS AND THIS WARRANTY, THIS WARRANTY SHALL PREVAIL. IN THE EVENT THAT PROVISIONS OF THIS WARRANTY ARE IN CONTRADICTION WITH APPLICABLE STATE OR FEDERAL LAWS OR REGULATIONS, THE LATTER SHALL HAVE TOP PRIORITY. THE RIGHT OF MODIFICATION AND INTERPRETATION OF THIS WARRANTY IS RESERVED BY SHANGHAI CHINT POWER SYSTEM CO., LT

Revision Effective September 25, 2019
CHINT POWER SYSTEMS AMERICA CO.
2188 Pomona Blvd
Pomona, CA 91768