



**LIMITED WARRANTY  
PHOTOVOLTAIC ELECTRICAL ENERGY SYSTEM  
DFW SOLAR ELECTRIC, LLC**

DFW Solar Electric, LLC, 2201 Long Prairie Road, Suite 107-763, Flower Mound, Texas 75022 (the “Seller”) issues the following limited warranty regarding the Photovoltaic Electrical Energy System (the “PV System”) purchased by the party identified below (the “Purchaser”) according to the terms and conditions stated herein.

1. Seller warrants that **the installation** of the PV System described in the Photovoltaic Electrical Energy System Sales Contract signed by Purchaser and Seller (the “Sales Contract”) is free from defects in **installation workmanship** for a period of five years from the Effective Date stated in the Sales Contract.
2. **SELLER DISCLAIMS ANY WARRANTY OF THE PHOTOVOLTAIC PANELS AND COMPONENT PARTS OF THE PV SYSTEM SUBJECT TO WRITTEN WARRANTIES OF THE MANUFACTURERS, COPIES OF WHICH MANUFACTURERS’ WARRANTIES HAVE BEEN RECEIVED BY THE PURCHASER.**
3. **SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR THE PHOTOVOLTAIC PANELS AND COMPONENT PARTS SUBJECT TO WRITTEN WARRANTIES OF THE MANUFACTURERS, COPIES OF WHICH MANUFACTURERS’ WARRANTIES HAVE BEEN RECEIVED BY THE PURCHASER.**
4. **FOR BREACH OF THIS LIMITED WARRANTY PURCHASER IS LIMITED TO THE FOLLOWING DAMAGES: LABOR AND MATERIALS PROVIDED BY SELLER AND REQUIRED TO REPAIR DEFECTS IN INSTALLATION WORKMANSHIP. NO INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL BE AVAILABLE TO THE PURCHASER.**
5. This limited warranty extends to the Purchaser of the PV System, and to each transferee owner of the real property to which the PV System is affixed (the “Transferee Owner”) during the term of this limited warranty.
6. This limited warranty covers defects in **installation workmanship** except for the photovoltaic panels and component parts of the PV System subject to written warranties of the manufacturers.

7. In the event of a defect in the **installation workmanship** not caused by any misuse or damage to the installation while in the possession of the Purchaser or any Transferee Owner, Seller will remedy the defect in the **installation workmanship** within thirty (30) days of Seller's receipt of written notice of the defect, without charge to the Purchaser or any Transferee Owner. The remedy will consist of repair labor and materials for the defective **installation workmanship** but will not include any warranty work on the photovoltaic panels and component parts warranted by the manufacturers.
8. When performing any work under this warranty, Seller has the right, at its sole discretion, to repair or replace all or part of the PV System using new, remanufactured or refurbished parts or products provided said "parts" are of equal or greater quality of the part being replaced; provided that, if any defect is due to a design flaw in any part, Contractor shall, at its sole option, repair or replace such part with an acceptable substitute therefor.
9. The term of the warranty begins on the date that Seller has successfully tested the PV System's ability to turn on and ends on the last day of the fifth year immediately following the date that Seller has successfully tested the PV System's ability to turn on.
10. Purchaser must deliver to Seller written notice of each request for performance of this limited warranty at 2201 Long Prairie Road, Suite 107-763, Flower Mound, Texas 75022, phone (972) 435-0464 attention: Customer Service, [customerservice@dfwsolarelectric.com](mailto:customerservice@dfwsolarelectric.com). Information about this limited warranty may also be obtained by consulting the Seller's website at [www.dfwsolarelectric.com](http://www.dfwsolarelectric.com).
11. Any controversy or claim, of any and every kind, whether based on contract, tort, statute, regulations, or otherwise, arising out of, or connected with, or relating to this limited warranty, or the relationship of the parties, or the obligations of the parties, or the operations carried out under this limited warranty, including without limitation, any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination, or enforceability of this limited warranty, or the breach thereof, including the arbitrability of any controversy or claim, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Optional Rules for Emergency Measures of Protection of AAA, with the award being final and binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator, to the parties to this limited warranty pending arbitration. The Federal Arbitration Act shall govern all arbitration proceedings under this limited warranty. This limited warranty shall in all other respects be governed and interpreted by the laws of the State of Texas, excluding any conflicts or choice of law rule or principles that might otherwise refer construction or interpretation of this limited warranty to the substantive law of another jurisdiction. The arbitration shall be conducted in the county of the Purchaser's real property to which the PV System is affixed by one neutral arbitrator chosen by AAA according to its Commercial Arbitration Rules. Neither party nor the arbitrator may disclose the existence, content, or results of any

arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The prevailing party, according to the arbitrator, shall be entitled to an award of reasonable attorney's fees for the arbitration and for all appeals of the award, arbitration fees and administrative expenses, and pre-award and post-award interest at the prevailing Texas statutory pre-judgment and post-judgment interest rates. This agreement to arbitrate shall survive the termination or repudiation of this limited warranty.

**PURCHASER**

**SELLER**  
**DFW SOLAR ELECTRIC, LLC**

---

**By: PURCHASER**

---

**By: KAY KOZIOL**  
**Its: PRESIDENT**

**PURCHASER'S ADDRESS**

PURCHASER'S REAL PROPERTY  
STREET ADDRESS

**PURCHASER'S CITY, STATE & ZIP**

PURCHASER'S REAL PROPERTY  
CITY, TOWN, ZIP CODE

**DFW Solar Electric LLC** license number **EC 29469**, is regulated by The Texas Department of Licensing and Regulation:

P. O. Box 12157, Austin, Texas 78711  
1-800-803-9202, 512-463-6599  
website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)