

Extended Warranty Equipment Service & Maintenance Agreement

This **Extended Warranty Equipment Service & Maintenance Agreement** (“**Agreement**”) is entered into between Sustainable Energy & Lighting Solution LLC (“SELS”) and _____ (“**Customer**”). Intending to be legally bound, SELS and Customer agree as follows:

1. EQUIPMENT COVERED

1.1 SELS shall provide the services specified in this Agreement for the following equipment supplied by SELS (“the Equipment”) pursuant to a separate agreement between Customer and SELS:

[LIST EQUIPMENT THAT WILL BE SERVICED]

EX: SELS PS 3200 S Dynamic – SER# 157298

2. TERM

2.1 This Agreement is effective as of _____ and shall continue in effect until the earlier of (a) 10 years from the effective date; or (b) termination in accordance with termination provisions below.

3. TERMINATION

3.1 Mutual Agreement. This Agreement can be terminated at any time provided both parties so agree in writing.

3.2 Customer’s Right to Terminate for Breach. Customer may terminate this Agreement, in whole or in part, as of a date specified in a written notice of termination to SELS, if SELS breaches in any material respect any of its obligations under this Agreement, which breach SELS fails to cure within 20 days after written notice of breach from Customer to SELS.

3.3 SELS’s Right to Terminate for Breach. SELS may terminate this Agreement, in whole or in part, as of a date specified in a written notice of termination to Customer if Customer breaches in any material respect any of its obligations under this Agreement and fails to cure such breach within 20 days of receipt of notice of breach from SELS.

4. SERVICES. During the term of this agreement, SELS shall perform the following services:

4.1 Maintenance services. SELS shall provide Customer with regular maintenance service visits every 22 to 26 months to be scheduled at a time and on dates which are reasonably convenient to Customer, but in no event outside of regular service hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

4.2 Repair service. SELS shall repair or replace, at its option, the Equipment if it fails to function in accordance with the applicable warranty provided to Customer.

5. EXTENDED WARRANTY

5.1 During the term of this Agreement, SELS will provide to Customer all services, repairs and replacements in the manufacturer's warranty applicable to the Equipment, subject to the terms, conditions, and limitations, in such warranty, for up to ten years after the date the Equipment was installed. This extended warranty ends when the term of this Agreement ends.

6. COMPENSATION

The Customer will pay SELS \$_____ for the extended warranty and the services rendered and to be rendered pursuant to this Agreement.

7. SUCCESSORS AND ASSIGNS

7.1 SELS may assign this Agreement without the written consent of Customer.

7.2 Customer may assign this Agreement in connection with the mortgage, sale, exchange, swap or other transfer of ownership of the site at which the Equipment is installed.

8. MISCELLANEOUS

8.1 This Agreement is the entire agreement between the parties and supersedes all previous communications between them, oral or written.

8.2 This Agreement may not be modified, except in a writing executed by an authorized representative of each party.

8.3 Any notice that is required or permitted to be given pursuant to this Agreement will be deemed to have been sufficiently given and received if sent by facsimile transmission, email, or by regular mail to the following addresses.

8.3.1 Address for notice to Customer:

attn: _____
Fax #: _____

8.3.2 Address for notice to SELS:

Sustainable Energy & Lighting Solutions
200 Penn Street
Reading, PA 19602
attn: Dewey Smith
Email: dsmith@selsllc.org
Fax #: (844) 328-5874

8.3.3 Either party may change its information for this purpose by giving written notice to the other party in the manner above provided.

8.3.4 This Agreement will be governed by the laws of the Commonwealth of Pennsylvania without reference to its choice of law rules.

Customer

(Signature)

(Print Name)

Date: _____

Sustainable Energy & Lighting Solution LLC

By: _____

Date: _____