

# Dandelion Renewables

## Supply and Installation Agreement

Dandelion Renewables

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Owner

**SUPPLY AND INSTALLATION AGREEMENT**

<b>Contract Item</b>	<b>Description</b>
Supplier	Bask Canada Inc o/a Dandelion Renewables
Owners	Village of Ryley, Alberta
Properties	Village of Ryley Lift Station
Solar Assets	144KW Solar Ground-Mounted: 384 x Longi 375W bifacial, 2 x ABB 60KW inverters, Zimmerman racking
Supply and Install (excl GST)	\$237,600
GST	\$11,880
Total Purchase Price (inc GST)	\$249,480
Annual Operation & Maintenance	(yes/no) - choose one – quoted at \$1,200/year
Project Progress Payment Schedule	As set out in Schedule 1 (TBD)
Terms and Conditions	You agree to accept the Terms & Conditions applicable to this Agreement and specified in Schedule 2
Financing	This contract is subject to Financing
Funding	This contract is subject to AMSP Funding
Public Consultation	This contract is subject to Public Consultation
Acceptance	You agree to be bound to Agreement by signing it.

**EXECUTION**

**Signed By the Owner on \_\_\_\_\_:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Signed by Dandelion Renewables on \_\_\_\_\_:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

Signed at 8539 Coronet Rd, Edmonton

## SCHEDULE 1: Project Progress and Schedule

Milestone	Completion Date	Completion Progress	Payment with GST
Pile Testing and Foundation Design	11-dec-2019	Tested and design completed	\$7,484.40
Contract Sign	17-dec-2019	Contract Signed	
AMSP Submission	18-dec-2019	Stage 2 application submitted	-
AMSP Funds approval, Financing approval, Public Consultation	19-feb-2020	Town notifies about approvals	-
Remaining Engineering and Permitting	13-mar-2020	IFC Engineering package is provided to the Town	\$19,958.40 (8%)
Racking and Piling Order	14-mar-2020	Placed Order with manufacturer	\$37,422.00 (15%)
PV Modules Order	20-mar-2020	Placed Order with manufacturer	\$87,318 (35%)
Inverter Order	25-mar-2020	Placed Order with manufacturer	\$19,958.40 (8%)
Piles surveying, piles Installation	15-june-2020	Pins staked, piles Installed	\$12,474.00 (5%)
Underground wires and trenching	30-june-2020	Wired laid down, trenches closed	\$12,474.00 (5%)
Racking Installation	20-july-2020	Racking installed	\$12,474.00 (5%)
PV Modules Installation	10-aug-2020	PV Modules installed	\$12,474.00 (5%)
AC Gear and Inverters Installation	17-aug-2020	AC Connections are terminated	\$12,474.00 (5%)
System Commission	25-aug-2020	System is energized and commissioned	\$12,474.00 (5%)

## **SCHEDULE 2: Terms and Conditions**

### **1. Solar Assets**

1.1 The Owner agrees to buy the Solar Assets from Dandelion Renewables and arrange for Dandelion Renewables to install the Solar Assets at the Owner's Property on the terms of this Agreement and agrees to be bound by this Agreement on and from Acceptance.

1.2 Dandelion Renewables agrees to install the Solar Assets on the Property in a good and tradesmanship manner and be bound by this Agreement on and from Acceptance. All Dandelion Renewables employees and contractors who are installing Solar Assets will have WCB coverage.

1.3 Dandelion Renewables reserves its right to terminate this Agreement for any reason within 5 business days of Acceptance.

### **2. Purchase Price and Amount Payable**

2.1 The Deposits are forfeited to Dandelion Renewables if this Agreement is terminated as a result of the Owner default.

2.2 The Progress Payment must be paid to Dandelion Renewables on or before the day of supply and installation of the Solar Assets at the Property.

2.3. The Final Payment must be paid to Dandelion Renewables within 5 business days of the completion certificate receipt.

2.4 The Parties acknowledge that the Purchase Price was based on information and details (Information) supplied by the Owner to Dandelion Renewables. If either party ascertains that the Information was inaccurate then the Owner agrees that the Purchase Price may be adjusted up to an amount of 5% to allow for such variation without the parties agreeing to a new Agreement. If the Information was inaccurate to such an extent that the Purchase Price should be adjusted by more than 5% then the parties will need to agree to such a change and in the absence of such agreement either party may terminate this Agreement by giving 5 days written notice to the other party.

### **3. Authority to Install**

3.1 The Owner authorizes Dandelion Renewables:  
(a) to install the Solar Assets at the Property; and  
(b) to connect the Solar PV to the electricity grid (or to arrange for, or authorize, the connection of the Solar PV to the grid); and  
(c) to use pictures or video of the solar assets installed at the Property.

3.2 The Owner warrants that he/she owns the Property and that he/she has full authority to accept this Agreement. The Owner must ensure that Dandelion Renewables has sufficient access to the Property at the times it may reasonably require in order to install or remove the Solar Assets. Dandelion Renewables may terminate the contract if access was requested but not provided over 30 days. If, during the process of installation, some or all of the Solar Assets are affixed, attached or secured to land or premises at the Property, the goods are deemed not to be a fixture and may be removed by Dandelion Renewables at any time in accordance with this Agreement.

### **4. Authority to Remove on Termination and Costs Payable on Termination**

4.1 If this Agreement is terminated because of Owner's default, Dandelion Renewables may remove the Solar

Assets from the Property if any amount remains due and payable to the Dandelion Renewables under this Agreement 15 days after the date of termination.

4.2 The proceeds from any sale of Solar Assets (net of the cost of their removal and sale) may be set off against any amount due from the Owner to Dandelion Renewables under this Agreement.

4.3 If the Owner lists or sell the Property after Acceptance and there is money payable by the Owner to Dandelion Renewables, then the Owner agrees that such money outstanding is secured over the Property and Dandelion Renewables is entitled to lodge a caveat over the title of the Property.

### **5. Ownership and Risk**

5.1 Ownership of Solar Assets on the Property passes to the Owner after the Owner has:

(a) paid the Amount Payable in full to Dandelion Renewables; and

(b) completed any documents, or taken any action, Dandelion Renewables requires under this Agreement.

5.2 Risk in respect of the Solar Assets passes to the Owner when they are installed at the Property.

### **6. Government Rebates, Finance and Environmental Rights**

6.1 Dandelion Renewables does not warrant that the Owner will receive any grant, rebate, credit, other benefit or be entitled to create the environmental rights which the Owner requests for the Property.

6.2 The Owner authorizes Dandelion Renewables to sign and apply for any grant, rebate, credit or other benefit in the Owner name with the Owner being a beneficiary.

6.3 If the Owner does not receive the grants, initial deposit less cost incurred by Dandelion Renewables will be refunded.

6.4 Dandelion Renewables has no responsibility if the Owner is ever required to repay the grant, rebate, credit or other benefit to a government authority.

6.5 Any emission credits, offsets, renewable energy certificates or other environmental attributes related to the installation will be solely owned by the Owner.

6.6 If this Agreement is subject to finance including but not limited to a loan from the government then the following provisions will apply:

(a) the Owner must notify and provide all relevant documentation to Dandelion Renewables of the details of the Owner application for Finance;

(b) the Owner and Dandelion Renewables agree to use all reasonable endeavors to obtain the approval of the Finance as soon as possible;

(c) the Owner and Dandelion Renewables must keep each other fully informed of the progress of the Finance application;

(d) if the Finance is approved, then this Agreement will be unconditional;

(e) if the Finance is rejected, then the Owner agree to allow Dandelion Renewables to appeal the decision. If the decision to reject Finance is not reversed within 30 days of notification, then this Agreement is voidable at the Owner option and initial deposit less costs incurred by Dandelion Renewables is returned to the Owner.

### **7. Termination**

7.1 Dandelion Renewables may terminate this Agreement if the Owner fails to comply with its terms.

7.2 The Owner may elect not to buy the Solar Assets if they are not installed at the Property within 120 days after the date of this Agreement and Dandelion Renewables caused the delay in the installation. In this case the full Deposit will be returned to the Owner.

7.3 If the Owner ceases to own the Property before the installation of the Solar Assets is complete, Dandelion Renewables may terminate this Agreement. If so, the Owner will forfeit the Deposit to Dandelion Renewables.

## **8. Failure to Pay**

8.1 If the Owner fails to pay any amount that is due and payable under this Agreement, interest accrues at the 5% per month rate on the amount outstanding until paid.

8.2 The Owner will also have to pay Dandelion Renewables any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs).

## **9. Dandelion Renewables Warranties**

9.1 Dandelion Renewables warrants that once the Solar Assets are installed, the installation will comply with all relevant Canadian standards or, where they do not exist, with the relevant international standard and with all relevant codes of practice, building codes, local government and legislative requirements in place at the time of installation. Dandelion Renewables provides 3-year workmanship warranty with respect to Solar Assets to be installed according to the above standards.

9.2 Dandelion Renewables will repair at its cost any damage to the Property that is caused in installing the Solar Assets provided that the Owner notifies Dandelion Renewables of that damage within 3 months after installation.

9.3 If the annual O&M option is selected and timely paid on each anniversary from the commissioning date, then Dandelion Renewables will regularly maintain and check that the system operates normally. The annual O&M fee will also cover service calls, our time to claim manufacturer's warranties and labor required to replace the defected equipment.

9.4 The Owner has an option to have Dandelion Renewables to act on the Owner's behalf to satisfy manufacturer's warranty claims in relation to the Solar Assets. However, if the annual O&M option is not selected, the Owner is responsible for all expenses related to shipping and replacing of the defected equipment.

## **10. No Guarantee of Performance**

10.1 The performance of the Solar Assets is subject to a number of variable factors including but not limited to the number of hours of sunlight, cloud cover and weather patterns, the location of the Solar Assets and the location of surrounding structures and flora.

10.2 Dandelion Renewables will use its best endeavors to install the Solar Assets in a position that is likely to maximize the performance of the Solar Assets.

10.3 Dandelion Renewables does not guarantee the performance of any Solar Assets and accepts no responsibility if the performance of any Solar Assets is lower than anticipated. This clause does not affect or diminish the manufacturer's warranties in relation to the Solar Assets.

## **11. Exclusion of Warranties and Liability**

11.1 Dandelion Renewables does not make any representations or warranties to the Owner in

connection with any Solar Assets or their installation, except for those warranties set out in this Agreement and those warranties, which cannot be excluded from this Agreement.

11.2 To the extent permitted by law, Dandelion Renewables liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant Solar Assets.

11.3 To the maximum extent permitted by law, Dandelion Renewables has no liability to the Owner for breach of this Agreement other than as is set out in the preceding paragraph and, in particular, Dandelion Renewables has no liability to pay any damages or compensation for breach of this Agreement.

## **12. GST**

12.1 The Purchase Price includes applicable GST. If a Supply under this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Owner must pay all applicable GST as part of the consideration, and Dandelion Renewables must give the Owner a Tax Invoice for the Supply.

## **13. Information, Privacy & Government Legislation**

13.1 The Owner will provide Dandelion Renewables with all information necessary to apply for any grant, rebate, credit or other benefit, which the Owner may be entitled to receive from any Government authority.

13.2 The information collected by Dandelion Renewables may include "personal information" within the meaning of the Privacy Act.

13.3 Dandelion Renewables will collect information from the Owner for the purposes of applying for the grant, rebate, credit or other benefit on the Owner's behalf. Accordingly, Dandelion Renewables may disclose that information to or with:

- (a) the relevant Government authorities;
- (b) Dandelion Renewables related bodies corporate, agents and contractors (such as mail houses, data processing analysts and debt collection agencies); and
- (c) where relevant, distributor, where required to fulfill its obligations under this Agreement and also for any other purpose the Owner consents to or as authorized by law.

13.4 By accepting this Agreement, the Owner consents to Dandelion Renewables collecting, using and disclosing the Owner's information as set out in this Agreement.

## **14. Miscellaneous**

14.1 This Agreement sets out the entire agreement between the Owner and Dandelion Renewables.

14.2 In this Agreement, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

14.3 The laws of Alberta govern this document.

14.4 A reference to Dandelion Renewables includes a reference to its employees, servants, agents, installers, contractors and sub-contractors where the context so requires.

14.5 Clauses 3.2, 4.1, 4.2 and 4.3 shall survive any termination of this agreement.