



# SUPPLEMENTAL BATTERY STORAGE SYSTEM PURCHASE AGREEMENT

Bright Spot Solar, LLC

DATE: \_\_\_\_\_, 2025

CUSTOMER: \_\_\_\_\_ ("Purchaser")

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_, New Hampshire (the "Property")

REFERENCE: This Supplemental Battery Storage System Purchase Agreement ("Battery Agreement") is entered into in conjunction with the Power Purchase Agreement and Easement ("PPA") between Bright Spot Solar, LLC ("**Provider**") and **Purchaser** dated \_\_\_\_\_ for the dual-axis solar tracker Generation Unit installed on the Property. All terms of the PPA and Easement apply and are incorporated herein by reference. The easement granted in the PPA covers the installation, operation, and maintenance of the Battery System described below.

## 1. EQUIPMENT AND SCOPE OF WORK

Seller agrees to furnish, install, and warrant the following battery storage system (the "Battery System"):

One complete 27.82 kWh home battery storage system consisting of:

- Fox Hub GE Smart Energy Management System
- ECS 4000 FXO Battery
- Fox ESS US SERIES SPLIT-PHASE HYBRID/AC Inverter

OR

One complete 27.82 kWh home battery storage system consisting of:

- PowerQ ALL-IN-ONE RESIDENTIAL ENERGY STORAGE SYSTEM

The Battery System is designed to provide backup power so the solar tracker system can continue operating during utility outages (subject to proper configuration and utility rules).

**Seller shall:**

Supply and install all equipment, wiring, gateway, and integration with the existing solar tracker system.

Perform all work in a good and workmanlike manner in accordance with manufacturer specifications, National Electric Code, and NABCEP best practices.

Provide access to real-time monitoring through the same Watch monitoring system used for the solar tracker.

Complete all necessary permitting, interconnection documentation, and testing.

Purchaser has no responsibility for the installation, operation, or maintenance of the Battery System.

**2. PURCHASE PRICE AND PAYMENT**

The total purchase price for the Battery System (equipment, gateway, inverter, installation, and integration) is Fifteen Thousand Dollars (\$15,000.00).

Payment is due as follows:

50% (\$7,500) due upon signing this Battery Agreement.

50% (\$7,500) due upon completion of installation and successful commissioning of the Battery System.

**3. WARRANTY**

The Battery System carries the manufacturer's (Fox ESS) standard warranty:

12.5 years (150 months) limited warranty on materials and workmanship from the date of installation (covers replacement parts, product exchange, and logistics; does not cover labor, repair, or installation costs).

Performance warranty: retains at least 70% of nominal energy capacity for 12.5 years (or specified energy throughput, whichever occurs first).

The official Fox ESS ECS4000 Series U.S. Battery Warranty Policy can be found at:

<https://us.fox-ess.com/wp-content/uploads/2024/02/FoxESS-WarrantyPolicy-Battery-US-SERIESECS4000.pdf>

Labor for any warranty work on the Fox Battery System is billed separately at Bright Spot Solar's then-current rates.

Materials outside of the Fox manufacturer warranties will be billed at cost plus twenty percent (20%).

#### **4. EXCLUSIONS**

Any upgrades to the Property's electrical panel or service required solely for the Battery System (if needed, these will be quoted separately).

#### **5. TITLE AND RISK OF LOSS**

Title to the Battery System passes to Purchaser upon final payment. Risk of loss passes to Purchaser upon commissioning. The Battery System remains covered by the permanent easement granted in the PPA.

#### **6. MISCELLANEOUS**

This Battery Agreement is governed by the laws of the State of New Hampshire. Any disputes shall be heard in Strafford County Superior Court.

This document, together with the PPA and Easement, constitutes the entire agreement regarding the Battery System.

Electronic signatures are valid and binding.

**Provider:**

Bright Spot Solar, LLC

By: \_\_\_\_\_

Packy Campbell, Member

**Purchaser:**

\_\_\_\_\_ (Print Name)

By: \_\_\_\_\_

**SIGN & RETURN WITH PPA**

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