



Terms and Conditions

General Terms & Conditions for solar systems Installation

performed by NRG UPGRADE:

1. Installations must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority (e.g. permits, inspections)
2. NRG UPGRADE will require the necessary client information to proceed with mandatory government and State applications.
3. NRG UPGRADE and its staff will require access to your property to proceed with initial project assessment, construction, inspection and required maintenance. The client will be contacted prior to NRG UPGRADE visits, and will need to arrange property access allowing NRG UPGRADE to fulfill its portion of the agreement. NRG UPGRADE will require all necessary forms filled and full client cooperation to complete its part of the contract.
4. We recommend the client to seek the appropriate consultation concerning any tax liabilities that may be associated with the receipt of the rebate.
5. NRG UPGRADE, its parents, subsidiaries, affiliates, officers, employees, contractors and agents:
 - Are not responsible for any tax liabilities that a client may incur.
 - Assume no responsibility for the performance of the equipment or equipment warranty,
 - Do not endorse, guarantee or warrant any particular brand, manufacturer or third party services.
6. The client hereby agrees to indemnify, defend and hold harmless, NRG UPGRADE, its parents, subsidiaries, affiliates, officers, employees, contractors and agents from any and all liability associated with this program/project except for the labor warranties provided.
Please refer to product spec sheet and online warranty information for details. Manufacturer is responsible for all solar components warranties, NRG UPGRADE is responsible for all labor warranties unless stipulated otherwise.
 - 25 years limited power output warranty on solar panels
 - 25 years limited product warranty on solar panels
 - 25 years limited warranty on micro inverter
 - 25 years limited warranty on racking system
 - 25 years limited warranty on workmanship
 - 5 years limited warranty on roof penetration
7. No amount of energy savings, energy production or income generation are guaranteed as a result of the purchase and installation of eligible equipment.
8. The client is responsible for the application process, from initiation through completion unless mentioned otherwise by a representative of NRG UPGRADE. The client may designate a primary contact; however, the client is responsible for ensuring that the guidelines, terms and conditions, requirements, and program processes are adhered to.



9. It is the responsibility of NRG UPGRADE to ensure that all appropriate permits (e.g. local, state) have been obtained including ensuring that Deed Restrictions or Home Owner Association Restrictions do not prohibit the installation of the proposed PV system.
10. Federal, State, Local, Utility program guidelines and rebate levels are subject to change without notice, and may be terminated by executive, legislative or regulatory action at any time. Utility rates are also subject to change. NRG UPGRADE is not held accountable for loss of rebate, income, savings or delays resulting from such situation.
11. Prior to final pricing, NRG UPGRADE reserves the right to conduct a site visit/audit to verify that all satellite calculations were exact. Materials offered are subject to change without notice. Quality and efficiency offered will remain equivalent or better.
12. All payments must be made according to the scheduled agreement. Personal Check, Wire Transfer, all major Credit/Debit Cards (only for initial deposit), and Bankers Draft are all acceptable methods of payment. All goods remain the property of the NRG UPGRADE until final payment has been completed. Payments outstanding beyond their respective due dates will incur interest at the rate of 2% on the outstanding balance, until the balance is paid in full and final settlement has been reached.
13. NRG UPGRADE does not, will not, and cannot hold responsibilities in relation to any form of damage caused by accumulated snow and/or ice and/or hail on or around the solar array.
14. The timeline proposed in this offer cannot be guaranteed by NRG UPGRADE and NRG UPGRADE cannot be held accountable for any delays resulting from situations not under the control of NRG UPGRADE (rain, snow, application approval delays etc.)
15. NRG UPGRADE will not sell, share, or rent your personal information to any third party, or use your e-mail address for unsolicited mail. All e-mail messages sent by NRG UPGRADE will pertain solely to the provision of agreed services and products. Any information on pricing and procedures will remain confidential between the client and NRG UPGRADE and are not to be shared with other companies.
16. Warranty or maintenance obligations information may be sold to or transferred to a third party at any time.
17. By signing electronically, and upon doing so, client agrees to all program requirements including all terms and conditions of NRG UPGRADE and both parties are executing this offer in good faith.
18. Please note that we are NOT tax professionals, any tax inquiries or questions relayed to taxes please reach out to your local tax consultant.