



Home Energy Americas, LLC Distributor / Dealer & Installer Program Overview

TABLE OF CONTENTS

1. HEA Distributor/Dealer Program
2. HEA Installer Program
3. HEA Dealer & Installer Certification Training Workshops

Appendix A - HEA Code of Conduct Agreement

Appendix B - HEA Non - Discloser/Confidentiality Agreement

Appendix C - Dealer & Installer Application Form

Welcome

Thank you for your interest in becoming a Home Energy Americas, LLC (HEA) Distributor / Dealer Installer. Our flagship product, the Energy Ball[™] small wind turbine, and its companion products of solar PV panels, solar heat tubes, and bio-mass furnaces are the highest quality wind/solar/bio-mass furnace products available. Engineered by Home Energy International BV, of the Netherlands, all are either made in the USA or imported for the highest possible quality vs. cost ratios. You will have the best of the best with which to satisfy your customer's needs. Home and commercial building wind, solar PV, and solar tube hot water systems are some of the fastest growing markets/industries in the world, with short term projections of exponential growth.

All HEA wind/solar/ and solar hot water systems are independently tested and certified, providing excellent performance, system integration, and home/commercial return on investment, and cost of ownership ratios. This unique combination of high performance and product integration, all from one company, reducing electrical grid dependence, reducing carbon foot print and increasing home/commercial building value is the HEA and your advantage – the advantage you have when selling and installing Home Energy[™] products.

As an HEA Dealer, you will be responsible for selling and supporting each category of Home Energy products for which you and your installer have been certified, directly to the end user. All HEA distributors and dealers are required to be certified by HEA or its authorized designee.

As an HEA products installer, you will be directly responsible for installing your customer's HE wind/solar/solar heat tube or bio-mass furnace systems, ensuring that they are performing properly and that your end user is 100% satisfied with their HE system, the installation, its integration, and operation.

Please read over the information in this overview, and if you are interested in becoming an HEA Distributor and/or Dealer & Installer, please fill out the application form and return the application directly to the HEA.

1.0 HEA Dealer Program Overview

HEA Distributors and Dealers represent and sell Home Energy wind and solar systems around the world. Home Energy Americas, LLC of McKinney, Texas has exclusive rights for Home Energy International B.V. products in the United States, Central America and the Caribbean. As a certified distributor or dealer you may sell and service product anywhere within those limits and only within those limits with written permission from HEA. As a HEA Distributor or Dealer you will have the opportunity to purchase Home Energy products at discounted prices, then sell and/or install them at retail pricing.

There are two key types of HEA Dealers:

- **HEA Dealer Installers** – these companies are responsible for selling directly to the end user and although not required to, they generally will have a sales coverage area of a couple hundred miles or less anywhere within the territorial limits of HEA.
- **HEA Distributors** – these companies are fully operational distribution hubs for Home Energy products. HEA Distributors use large warehouse facilities to stock containers of HE products and systems at any given time, providing fast, reliable sales to Dealers, Installers and End Users within their coverage region. The territorial limits of any given HEA Distributor are only limited by the boundaries of HEA itself. There are no exclusive territories for HEA Distributors within HEA's overall territory.

1.1 HEA Dealer Installer

HEA Dealer Installers are the public face of the HEA and the Home Energy International B.V. worldwide distribution chain. These companies present HE systems directly to the end user – from small residential systems to large commercial systems. HEA Dealers will purchase their HE products directly from HEA, or from the HEA Distributor in their region. The potential for very economically sound business revenue truly exists as an HEA Dealer Installer.

1.2 HEA Dealer Installer Requirements

As an HEA Dealer Installer, you will be required to:

- Purchase HE products directly from HEA or an authorized HEA distributor
- Meet HEA minimum purchasing requirements
- Maintain comprehensive customer service records (customer name and installation location, complaints, recommendations, etc)
- Ensure that your installation team is HEA certified and that they are legal citizens of the country in which you are working or that they carry legal permits to work issued by the appropriate governing authority where you are working
- Abide by the HEA (Home Energy Americas, LLC) Code of Conduct
- Meet HEA marketing requirements
- Meet HEA customer service requirements (response time, customer satisfaction, etc)

To be considered for being an HEA certified dealer installer, you must:

- Have in-company industry/related experience (wind, solar, plumbing, HVAC, construction, etc)
- Complete the necessary HEA dealer and installer certification training workshops/courses
- Stay up to date on the latest HE and HEA news, products and training
- Have strong entrepreneurial skills



- Carry and demonstrate on demand appropriate insurance, Tax IDs, business licenses, employee bonding, and employee work permits

1.3 Minimum Initial Order Investments

HEA distributor installers are required to make initial product category investments based on their current business type or existing expertise; as an example: wind or solar. Some may wish to offer wind and solar, or wind/ solar/solar heat tubes; each is a category. Each product category, wind/solar/etc., requires its own certification of each dealership, and each dealership must have at least one certified on-the-job employee installer.

HEA distributors exist to service wide areas of dealer installers who more conveniently may be logistically serviced by them. Distributors are not precluded from being dealer installers themselves, but they are required to make quantity purchases over prescribed timeframes to maintain their distributor status and associated discount pricing. Distributors must demonstrate good credit and credit line availability for purchase of HE product and for standard business activity.

1.4 HEA Dealer Installer Application Process

The following is a guide to the process of becoming an HEA Dealer Installer:

1. Make initial contact with HEA directly or through an authorized HEA distributor, by a phone call or email to info@homeenergyamericas.net
2. Complete the Dealer Installer Application and return it to HEA. Your authorized HEA distributor will keep copies on file
3. An HEA representative will contact you
4. Sign and meet the requirements of your HEA Dealer Contract
5. Attend HEA Dealer Installer Certification Training Workshops on all products you wish to represent (fee based certification)
6. Begin selling and installing HE products and systems in compliance with HEA standards

1.4.1 What to Expect from HEA

As an HEA Dealer Installer you will:

- Have access to HEA products and systems at discounted prices from retail MSRP
- Have your company listed on HEA's website as an Authorized HEA Dealer Installer
- Have access to HEA fee based training, marketing materials and sales information
- Be given HEA sales and installation leads for your primary coverage area
- Have access to HEA dealer representatives, technicians and support staff
- Be given a Dealer Installer Startup Package including training and sales materials, marketing materials and information guides
- Have access to the HEA Dealer Installer online portal through the HEA website

1.4.2 Why must you be or have an Authorized Installer?

HEA requires all Dealers to provide installation services – either by becoming a HEA Certified Installer themselves, having a staff member that is an HEA Certified Installer, or having a business relationship with an HEA Certified Installer (sub-contracting certified persons).

There are several important reasons that we require this of our HEA Dealers:

- HEA demands that its products be represented by all parties professionally and will accept nothing less. By having certified installers publically identified and available, customers will receive the information and guidance that they need to make informed, cost effective, and site appropriate, investments in HE products and systems.
- As an HEA Dealer Installer, you will need to properly service your customers, and provide them with the knowledge needed to make an informed purchasing decision. If you are unaware of how to size, design, or install an HE system you will be ill-equipped to work directly with customers. In order for you to grow your business and ours, you will need to have all of the skills and tools necessary– HEA Dealer Installer Certification Training provides these assets to you and provides continuous new and existing product updates.
- HEA does not sell or provide “territory exclusives”, but your certification as an authorized dealer and installer is your assurance that unauthorized individuals will not be allowed to work in your market area of influence.

2.0 HEA Distributor

HEA Distributors are a key component in the HEI distribution and sales network on a worldwide basis. Distributors purchase HE products, systems and components in large lots, warehouse these materials at their facilities, and distribute the materials, as needed, to the dealers and end users in their region. HEA Distributors purchase materials directly from HEA, and sell mainly to HEA Dealer Installers within their coverage region – providing several key functions to the Home Energy distribution chain:

- Lower Shipping Charges – by providing regional distribution points, HEA Distributors allow HE product to be shipped to Dealer Installers, worksites and end users at a lower cost than if they were coming from only one manufacturing point. This is a very important element in keeping HE products affordable and cost-effective.
- Regionalized Marketing & Sales Infrastructure – by providing direct access to regionalized markets, HEA Distributors allow for a smoother flowing, more profitable distribution chain for the sale and marketing of Home Energy products.

2.1 HEA Distributor Requirements

As an HEA Distributor your company will need to comply with the following at a minimum:

- Purchase and adequately inventory products directly from HEA, (Home Energy Americas, LLC) and only HEA
- Fund an initial purchase from HEA of HE product stock from each offered category (wind, solar PV, solar heat tubes) and continuously purchase a minimum of 30 units per month of major product items
- Have additional capital on hand for promotion, distribution and growth
- Build, Train and Support a High Performing HEA Dealer Installer Network
- Meet HEA marketing and branding requirements
- Adhere to the HEA Code of Conduct (listed in this guide & the Distributor Contract)
- Meet HEA Customer Service requirements (response time, customer satisfaction, etc)
- Periodically submit business, sales and marketing plans
- Complete any required HEA certification and training as is becomes available

In order to be certified as a HEA Distributor, you must:

- Have in-company prior/current experience in small wind, solar PV, solar heat tube, building, construction, plumbing, heating or related experience and/or experienced employees.
- Have sound marketing and customer service experience.
- Have strong experience in distribution network development and maintenance
- Have demonstrated financial management skills and business growth experience
- Have an experienced senior management team with demonstrated business experience
- Be computer literate and possess computer and internet equipment and software
- Have a warehouse infrastructure in place to receive, inventory, and distribute HE product.



- Have the staff available to grow and maintain a sustainable business:
 - Sales & Marketing Managers/Staff
 - Lead Engineer or Technology Officer with Wind, Solar, Wet HVAC or Plumbing Experience
 - Strong Administrative Team
- Have at least one available HEA Certified Installer on Staff.

2.2 HEA Distributor Application Process

The process for becoming an HEA Distributor is stringent. HEA realizes that regional spheres of marketing influence of its distributors will overlap. While it does not wish to have multiple distributors in any given local area it will NOT give or sell exclusive territories. Therefore strict adherence to distributor requirements, order procedures, financing, inventory, and good business practices is required of those chosen to be distributors. HEA is striving for controlled regional growth of the sales of all HE products. The following is a guide to HEA management discussions with you to become a distributor:

1. Initial contact/query
2. Completion of an application and its return to and review by HEA
3. Contact by an HEA representative with you
4. Sign and meet the requirements of your HEA distributor contract
5. A HEA representative may visit your facility
6. Place initial order
7. Distribute product and develop a Dealer Installer Network

* Please note that any requirements beyond those listed above, or within this guide, will be discussed with your Distributor Development Representative, and will be part the contract that you sign with HEA.

2.2.1 What to Expect from HEA

As a HEA Distributor, you may expect the following from HEA:

- Access to HE products at wholesale pricing
- Access to HEA certification, training, marketing materials and sales information
- Sales and installation leads for your coverage area from HEA's website inquiries
- Access to HEA dealer representatives, technicians and support staff
- Dealer Installer startup package including training and sales materials, marketing materials, and technical guides
- Listing on HEA's website as an authorized distributor of HE products
- Access to the HEA dealer installer online portal, for information, bulletins, and private communications
- Assistance in developing and maintaining a competent HEA dealer installer network within your coverage region



3.0 HEA Dealer Installers

All HEA certified Dealer Installers, no matter what Distributor they wish to purchase from must complete and strictly adhere to the following requirements to maintain their certification.

3.0.1 Basic Requirements for HEA Dealer Installer Applicants

All HEA installers and prospective installers are required to submit and complete the following before certification access is given:

All Dealer Installers will be required to provide the following information when applying:

- Previous experience including:
 - Solar heat tube or solar hot water installation
 - PV Installation
 - Wind installation
 - Plumbing system installation and design
 - HVAC system installation and design
 - Pool/Spa heating system installation and design
- Previous design installation records
 - Number of related installations for previous year
 - System design diagrams for 3 related installations
 - Images of previous related installations
 - Letters of recommendation from 3 related installation clients

3.0.2 HEA Dealer Installation Training Requirements

All prospective HEA Dealer Installers will be required to attend a fee based HEA Dealer Installer training certification workshop. Certification workshops will be offered several times throughout the year across the United States and Central America. They must adequately complete any testing that is required to demonstrate their level of expertise.

- Installation Training Workshop – offered several times throughout the year. This workshop covers the basic knowledge that is needed to begin sizing, designing and installing HE products and systems
- Basics Test – for those applicants with limited experience in the wind, solar, plumbing and HVAC fields, a basic abilities test will be administered prior to attendance of a Training Workshop, which will allow the applicant to demonstrate their knowledge of the basic wind, solar, plumbing and heating skills that will be required for each category of HE products and system's installation.

3.1 Business Requirements

All prospective HEA Dealers will have to have the following in place in order to become a Certified HEA Dealer Installer:

- Existing, or new, business established for Solar Heat Tube (Hot Water) Installations, or offering Solar Heat Tube installations through an existing plumbing or HVAC business
- Existing Small Wind installation business
- Existing Solar PV panels installation business



- Business Insurance & Liability to cover any damages/problems related to any HE product installations

3.1.1 Workshop Format

HEA Dealer Installer certification training is a combination of lecture and Audio/Visual presentation and hands on training with HE products and key components. Typically these workshops run about 4 hours in each category (wind, solar, solar heat tube, bio-mass furnace). Allowances are made to offer extended Q&A sessions with attendees to ensure that all issues and questions are addressed and every participant takes away from the workshop everything they need to become a successful HEA Dealer Installer.

3.1.2 What you will Learn

It is our goal to provide every attendee with the basic knowledge they will need to begin selling and installing HE products and systems immediately. As a general guide, your HEA dealer installer certification workshop will cover:

- Basic small wind installation
- Basic solar PV products and installation
- Basic solar heat tube system design and sizing
- HE product information, specifications and guidelines
- HEA policy and procedures

3.1.3 Attendance

- Complete and submit all required forms to HEA (and copy your desired regional distributor if applicable)
- Pre-pay for your desired date of training (no refunds after 2 weeks prior to the scheduled date)
- Phone: 972-548-1190 (and/or call your desired regional distributor for assistance)
- Email: info@homeenergyamericas.net or your desired regional distributor
- Web: www.homeenergyamericas.com/ (see training)



Appendix A - HEA Dealer Installer/Distributor Code of Conduct

In order to provide Home Energy product customers throughout North America, Central America, and the Caribbean with competent sales, support, installation and service, HEA has developed a Code of Conduct, to which all employed and independent representatives, distributors, dealer installers and their employees or direct hires must adhere. This Code of Conduct is as much for your protection as it is for the protection of the Home Energy brand and the integrity of our products within the open market. As an HEA Dealer Installer or Distributor, you and your employees and sub-contractors under your supervision will be required to adhere to the guidelines listed below as well as any guidelines and requirements listed separately in other forms and contracts.

Failure to comply with this code of conduct or any other requirements of the HEA dealer installer or distributor programs will result in the temporary or permanent suspension of your privileges as a HEA distributor or dealer installer.

- All HEA Dealer Installers and Distributors shall operate their businesses following fair business and trade practices under the laws, customs and trade practices of the country in which they operate.
- All HEA Dealer Installers and Distributors shall conduct business in an ethical manner.
- All HEA Dealer Installers and Distributors shall represent the HE brand in a positive manner.
- All HEA Dealer Installers and Distributors shall conduct all installations in accordance with federal, state and local codes, regulations, ordinances and general sound building, wind and solar installation practices.
- All HEA Dealer Installers and Distributors must be truthful in regards to information and specifications regarding the performance of HE Products and Systems.
- All HEA Dealer Installers and Distributors must adhere to any requirements listed elsewhere by HEA.
- All HEA Dealer Installers and Distributors are responsible for providing exceptional customer service, sales support and technical assistance to all their customers.

Appendix B - Non-Disclosure & Confidentiality Agreement

Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (the 'Agreement') dated this _____ day of _____, _____ BETWEEN: **Home Energy Americas, LLC OF THE FIRST PART** AND _____, an officer, or legal representative of _____, (the 'Purchaser') OF THE SECOND PART

Background:

1. The Seller and the Purchaser are contemplating a possible transaction (the 'Transaction') with respect to Home Energy products and Services. Home Energy Americas, LLC being the "exclusive" dealer of Home Energy products (Home Energy International B.V. of the Netherlands) in territory within which the party OF THE SECOND PART (the 'Purchaser') wishes to do business.
2. In connection with the Transaction (the 'Permitted Purpose'), the Purchaser has requested certain confidential information (the 'Confidential Information') regarding Home Energy products.

IN CONSIDERATION OF and as a condition of the Seller providing the Confidential Information to the Purchaser in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Seller to the Purchaser under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Purchaser. Confidential Information will not include information that:
 - 1.) is generally known in the industry of the Seller of Home Energy products;
 - 2.) is now or subsequently becomes generally available to the public through no wrongful act of the Purchaser;
 - 3.) the Purchaser rightfully had in its possession prior to receiving the Confidential Information from the Seller;
 - 4.) is independently created by the Purchaser without direct or indirect use of the Confidential Information.
 - 5.) the Purchaser rightfully obtains from a third party who has the right to transfer or disclose it.



Confidential Obligations

2. Except as otherwise provided in this Agreement, the Purchaser must keep the Confidential Information confidential.
3. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Seller; and will only be used by the Purchaser for the Permitted Purpose. The Purchaser will not use the Confidential Information for any purpose which might be directly or indirectly detrimental to the Seller or any of its affiliates or subsidiaries.
4. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Purchaser in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of 1 year from the date of such expiration or termination.
5. The Purchaser may disclose any of the Confidential Information:
 - 1.) to such of its employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
 1. the Purchaser has informed such personnel of the confidential nature of the Confidential Information;
 2. such personnel agree to be legally bound to the same burdens of confidentiality and non use as the Purchaser;
 3. the Purchaser agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 4. the Purchaser agrees to be responsible for and indemnify the Seller for any breach of this Agreement by its personnel.
 - 2.) to a third party where the Seller has consented in writing to such disclosure; and
 - 3.) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
6. The Purchaser agrees to retain all Confidential Information at his usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

Ownership and Title

7. Nothing contained in this Agreement will grant to or create in the Purchaser, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Seller or Home Energy International B.V.

Remedies

8. The Purchaser agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Seller. Accordingly, the Purchaser agrees that the Seller is entitled to, in addition to all other rights and remedies available to it at law or in equity, to an injunction restraining the Purchaser, any of its personnel, and any agents of the Purchaser, from directly or indirectly committing

or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

9. The Purchaser will keep track of all Confidential Information provided to it and the location of such information. The Seller may at any time request the return of all Confidential Information from the Purchaser. Upon the request of the Seller, or in the event that the Purchaser ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, as the case may be, the Purchaser will:
 - 1.) return all Confidential Information to the Seller and will not retain any copies of this information;
 - 2.) destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Purchaser's review of the confidential information; and
 - 3.) will provide a certificate to the Seller that such materials have been destroyed or returned, as the case may be.

Notices

10. In the event that the Purchaser is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Purchaser will give to the Seller prompt written notice of such request so the Seller may seek an appropriate remedy or alternatively to waive the Purchaser's compliance with the provisions of this Agreement in regards to the request.
11. If the Purchaser loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Purchaser will immediately notify the Seller and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
12. Any notices or delivery required in this Agreement will be deemed completed when hand delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
13. The address for any notice to be delivered to any of the parties to this Agreement is as follows: Home Energy Americas, LLC, 1505 Mercury Circle, Suite 100, McKinney, TX 75071.

Representations

14. In providing the Confidential Information, the Seller makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Termination

15. Either party may terminate this Agreement by providing written notice to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

16. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

17. This Agreement may only be amended or modified by a written instrument executed by both the Seller and the Purchaser.

Governing Law

18. This Agreement will be construed in accordance with and governed by the laws of the State of Texas.

Additional Provisions

19. Company return policy applies to all end users.
20. All Image and content at www.homeenergyamericas.com website and any of its pages and affiliated links may not be copied or used for any reason.
21. The distributor and/or dealer installer agrees to use its' own content and images.
22. Restrictions.

To the maximum extent allowable under applicable law, you agree not to publish, re publish, lend, license, give away, look at the software source code, modify the software source code, post to an Internet web site, or use in an automated system any of the Site Material, nor will you allow or assist a third party to do so without expressed written consent of Home Energy Americas, LLC.

Ownership of Intellectual Property:

Home Energy Americas, LLC DOES NOT TRANSFER to you title to any tangible copy, or original, of the products and services or any other Site Material. All ownership and copyright in the Site Material belong solely to Home Energy. Not to reduce or restrict any other penalties allowable under applicable law, you agree that to the extent allowable under applicable law any automated system using any of the Site Materials will be the property of Home Energy Americas, LLC and/or Home Energy International B.V.

Client Privacy

Home Energy Americas, LLC does not share customer information of any kind with anyone. We will not sell or rent your name or personal information to any third party. We DO NOT sell, rent or provide outside access to our mailing list. Home Energy Americas, LLC only collects such personal information that is necessary for you to access and use our services. This personal information includes, but is not limited to, first and last name, physical address, zip code, email address, phone number, birth date, credit card information.

23. Home Energy Americas, LLC may release personal information if Home Energy Americas, LLC is required to by law, search warrant, subpoena, court order or fraud investigation. We may also use personal information in a manner that does not identify you specifically nor allow you to be contacted but does identify certain criteria about our Site's users in general (such as we may inform third parties about the number of registered wholesalers, number of unique visitors, and the pages most frequently browsed).

Maximum Liability

Except as specified in these Terms, the maximum liability of Home Energy Americas, LLC is the amount paid to Home Energy Americas, LLC by the customer. The Terms take precedence over any conflicting material on the Site.

Indemnification

24. The user agrees to indemnify and hold Home Energy Americas, LLC, its directors, officers and employees, harmless from any claim, demand, or damage, including legal fees, asserted by any third party due to or arising out of the user's use of or conduct on the Site.

Enforcement

If any part of the Terms or the Site's Disclaimer cannot be enforced for any reason, this decision will not affect the validity of the remainder of the Terms and Disclaimer which will continue to be in full force and effect.

Governing Law

The Terms are governed by the laws of the State of Texas. You consent to the exclusive jurisdiction of the courts of the State of Texas.

General Provisions

25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
26. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
27. The Purchaser is liable for all cost, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Seller in enforcing this Agreement as a result of any default of this Agreement by the Purchaser.
28. The Seller and the Purchaser acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the Purchaser's intention

to give the Seller the broadest possible protection to maintain the confidentiality of the Confidential Information.

- 29. No failure or delay by the Seller in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- 30. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Seller and the Purchaser.
- 31. This Agreement may be executed in counterparts.
- 32. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

Name: _____

Company: _____

Date: _____

Signature: _____

Appendix C - Distributor, Dealer/Installer, Application forms: see:

On the Home Energy Americas (<http://www.homeenergyamericas.com>), website on the 'Distributors and Partners' web page and on the 'Inquiries' web page, contain both documents on the right side of the web pages.