

NC Sustainable Energy Association Solar Business Code

The North Carolina Sustainable Energy Association (“NCSEA”) and its customer-sited solar members (“Members”) pledge to abide by certain obligations to the public, consumers, the clean energy industry, and related professions and industries. NCSEA’s Members agree to conduct business and promote their products and services in a manner which promotes the public health, safety, and welfare, and contributes to the advancement of the clean energy industry.

NCSEA and its Members have created the following solar business code (“Code”) to promote transparency, good faith, fairness, and understanding among NCSEA’s Members. As part of their membership, NCSEA’s Members agree to abide by this Code, and comply with any authorized actions by NCSEA to enforce findings made after due process. Members shall also provide a copy of this Code to all employees and representatives who have contact with consumers or consumer interests as part of their job responsibilities.

Where a Member uses contractors, service providers, or agents to perform activities covered by this Code, the Member shall take reasonable measures to require that such contractors, service providers or agents abide by this Code. Member shall inform its customers of any installation services to be performed by third-party and the identity of that third-party.

FUNDAMENTAL PROFESSIONAL BEHAVIOR

Members shall maintain the highest ethical standards of advertising, selling, installation, and service guided by the principles of honesty and integrity. Members should always act in full compliance with federal, state, and local laws regarding truth in advertising, consumer protection, contract law, and all other relevant federal, state and local regulations. This compliance includes, but is not limited to, requirements of truth and fair dealing set forth in local, state, and federal law regarding advertising or otherwise marketing consumer tax credits, statutory rebates or other federal, state, local or utility mandated consumer benefits and/or incentives related to solar.

Members shall conduct all aspects of business that affect consumers without any unfair, deceptive, or abusive acts or practices, including but not limited to marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

Members shall be guided in all their professional relations by the highest standards of integrity and hold paramount the safety, health, and welfare of the public in the performance of their duties.

Members shall perform their work in compliance with all applicable codes and standards.

Members shall not falsify or permit misrepresentation of their professional qualifications and must continually maintain all necessary applicable licenses, including, but not limited to, contractor licenses, while performing all work while a Member.

Members shall maintain the highest standard of safety and working conditions for employees.

Members shall not attempt to injure, directly or indirectly, the professional reputation and practices of other Members.

Members shall endeavor to educate the public about the benefits of clean energy and protect the industry from misrepresentation and misunderstanding.

ADVERTISING

No advertising claim by any Member should be deceptive or misleading, including claims about products, services, pricing, quality, and performance.

Members should avoid referring to renewable energy or energy efficiency products and systems as “free” in oral or written marketing or sales discussions unless the consumer will not pay anything for the product, system, or the energy it generates. Any other use of “free” in sales or marketing must present to the Consumer precisely what is being offered with and without any current or future cost in a clear and obvious manner.

Prices quoted must be accurate and complete, with payment terms clearly stated and the period of availability of the quoted prices specified.

If advertised prices include incentives, such as from a government or utility program, the Member shall fully disclose the incentives and appropriate details regarding the eligibility requirements and qualifications or otherwise provide resources that are reasonably necessary for the consumer to make an informed decision.

Estimated prices must be reasonably based on the information the Member possesses and should be clearly disclosed or labeled as estimates or similar terms. Estimated prices shall clearly delineate estimates, including itemization as necessary, for costs expected to be incurred and charged to a consumer for goods or services provided by a Member. Estimated prices should reflect a fair price based upon reasonable efforts by the Member to reflect the current relevant market. Members are expected to be transparent regarding market-pricing and provide customers with fair and truthful assessments of projected costs. Price-gouging and intentionally misleading about market pricing of systems or goods or services are strictly prohibited under the Code.

System production calculations must consider material factors which, depending on the product or system, may include hardware, tilt, azimuth, roof layout, geographic location, system size, shading and other factors related to system or product performance. Utility electricity price projections must be clearly identified, verifiable, and be based upon one or more of the following sources (“Sources”):

- Energy Information Agency (“EIA”) data from Annual Energy Review, Annual Energy Forecast, Monthly Energy Forecast, or similar official EIA publications for the state in which the system is located;
- State public utility commission (“PUC”), public service commission (“PSC”), energy office or commission, or similar official agency publications from the state in which the system is located;
- Official rate case filings or forecasts from the state’s PUC or PSC;
- Historical utility price data for the system location;
- Industry experts or other qualified consultants; or
- Other similar reliable sources reviewed and qualified by NCSEA.

Accepted methods for utility electricity price projections include:

- If based on historical data for the utility serving the installation site, combined average growth rate using no less than five years of data ending with the most recent year for which data is publicly available;
- If based on projections of third-party Sources, accurate representation of any data within the timeframe of the Source;
- When projecting beyond the timeframe of the Source data, combined average growth rate projection using a time period that is the greater of:
 - o Source data timeframe, or o
 - Five years.

Endorsements of the Member or its products or services by individuals must be genuine and authorized by the endorser.

SALES AND MARKETING

Members shall respect consumer privacy and shall comply with, and shall ensure that all of its employees, agents, and contractors comply with, any and all federal, state, and local laws regarding restrictions on contacting its consumers.

Member representatives shall treat consumers fairly and honestly and shall truthfully identify the company they represent.

Members shall not harass, threaten, or badger consumers. Members shall avoid highpressure sales techniques.

Members shall seek openness and transparency and shall not attempt to take advantage of a consumer's lack of knowledge. If a Member becomes aware that a consumer clearly misunderstands a material issue in a transaction or that the product or system will not work as intended to be used by the consumer, the Member should correct that misunderstanding.

Members shall consider a consumer's capacity to understand the terms and ramifications of a contract before entering into such contract and make reasonable efforts to fully explain any confusing terms and/or conditions of a contract prior to execution.

Members shall not market products or services they know will not work as expected.

Members shall answer consumer questions honestly, and Members shall not make statements that are false, misleading, or without reasonable basis in fact.

CONTRACTS

Member representatives shall not make promises or guarantees about system or product performance, results, or services to a consumer that exceed the promises or guaranties that will be in the company's agreements with that consumer.

Members shall utilize contracts that are clear and understandable to consumers, with material terms and applicable costs prominently placed in the contract. Material terms are those important to a knowledgeable understanding of an agreement between a Member and a consumer including, but not limited to cost, ownership terms, financing terms, warranties, termination and system removal options and cost, options in the event of a home or property sale, and consumer rights regarding damage to property from installation.

Notwithstanding any applicable federal, state and local laws, Members shall allow consumers the ability to rescind contracts and provide each consumer at least three business days from the time of final contract execution to rescind a contract, along with clear written notice of that right with reasonably

The below-signing Member (and its relevant organization) hereby acknowledges receipt of these Code of Conduct terms and understands that a violation of any of the above-listed terms will result in a responsive disciplinary action by NCSEA which could include, depending on the severity of the violation(s), suspension or expulsion from NCSEA membership and, if necessary and appropriate, the direct reporting to the relevant law enforcement and/or prosecuting entities of said violations.

The below-signing Member also recognizes and acknowledges that it is at NCSEA's sole discretion as to what constitutes a violation of the terms contained herein and, even if an act does not fit squarely within the language of this Code of Conduct, NCSEA still has discretion to expel a Member(s) for violations that NCSEA deems to fall within the purview and intent of this Code of Conduct.

THE FOLLOWING PARTY, ON BEHALF OF THEMSELVES AND THEIR ORGANIZATION, ACKNOWLEDGE AND AGREE TO THE TERMS SET FORTH HEREIN:

By: (Organizational Name) _____

(Representative's Signature or E-Signature) _____

Date __/__/____