

**ROM ENERGY  
MANAGEMENT SYSTEMS, INC.**

102 EAST LEE ROAD • TAYLORS, SOUTH CAROLINA 29687

BOOK 20 PAGE 276  
**ROM-AIRE**  
Solar Systems

This Agreement entered into this 3<sup>rd</sup> day of September 1985 between  
Rom Energy Management Systems, Inc., 102 East Lee Rd., Taylors, South Carolina 29687, herein referred to as the Contractor and

Mr. & Mrs. Timothy J. Howell of  
Route # 2, Hwy 141 North 895-1651  
Greer S.C. 29651 (Home Phone)  
Greer S.C. 29651 (Business Phone)

herein referred to as the Buyer, witnesseth that in consideration of the undertakings herein expressed on the part of the parties hereto to be performed the Contractor and the Buyer do hereby agree as follows

Contractor agrees to furnish all materials, labor, machinery and equipment necessary to install the following Solar System for the above named Buyer. Contractor represents that the work will begin not later than 30 days from date of contract or financial approval and will be completed within 90 days thereafter.

**ROM 4000 (2100) DOUBLE PANEL HEATING SYSTEM**

1. TWO (2) 4'x8' SOLAR COLLECTORS
2. ONE (1) AIR HANDLING UNIT; TWO UNITS IF NECESSARY.
3. ALL DUCT WORK AND GRILLS
4. ALL LABOR AND MATERIALS FOR COMPLETE INSTALLATION
5. ALL ELECTRICAL LABOR AND MATERIALS FOR COMPLETE INSTALLATION
6. ALSO TO INCLUDE AT NO EXTRA COST ONE (1) TEMP 5000 COMPUTER.

7. ALSO TO INCLUDE AT NO EXTRA COST ONE (1) HOT WATER HEATER  
The Buyer agrees to pay the Contractor a sum as follows in full compensation for the work: FURNISH & BLANKET KIT.

5. ALSO TO INCLUDE VACATION IN TO MARCH
- (A) CASH PRICE OF WORK ..... \$ 6,200.00
- (B) DOWN PAYMENT MADE BY OWNER ..... \$ 1,200.00
- (C) UNPAID BALANCE ..... \$ 5,000.00

5 year Warranty

**TERMS AND CONDITIONS**

1. Owner individually and any and all other persons co-signing this agreement as Buyer are and shall be severally and jointly obligated and liable herein and wherever the word Buyer is used on either face of this agreement or on this, the reverse side thereof, it shall signify each and every person co-signing the same as such.
2. Seller shall furnish or cause to be furnished all materials and labor required in accordance with the specifications set forth above. It is agreed that Seller shall have the right to assign this agreement or sub-contract for the performance of any and all of its obligations hereunder. The Company may substitute materials as deemed desirable by the Company provided that same are of no less quality than those called for herein.
3. This instrument constitutes the entire agreement between the parties hereto, and no representations, promises or warranties have been made to the buyer with reference to the goods herein described unless specifically set forth herein. Buyer understands that the only warranty offered in connection with this sale is such warranty as may be offered by the manufacturer of the product and that there are no other warranties, express or implied.
4. Seller shall not be liable for delays caused by strikes, weather conditions, acts of God, unavailability of labor or materials at prices acceptable to Seller or any other causes beyond its control.
5. No payments shall be withheld by Buyer solely upon his request for service work from Seller. Payment in full shall be made to installer when terms call for Cash on Completion.
6. No additional work shall be done without the prior authorization of Buyer. Any such authorization shall be on a change-order form approved by both parties which shall become a part of this contract. Where such additional work is so added to this Contract, it is agreed that the total price under this Contract shall be increased by the price of such additional work.
7. Contractor reserves the right to reject Contract if on property inspection said Contractor cannot install above system as a result of construction of Buyers home.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR  
HANDS AND SEALS THE DAY AND YEAR ABOVE WRITTEN.

You, Buyer may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction, see the attached notice of Cancellation Form for an explanation of this right.

REPRESENTATIVE'S SIGNATURE Steve G. Mason BUYER Tim Howell

REPRESENTATIVE'S NAME (PRINT) STEVE G. MASON BUYER Tim Howell