



Solar Equipment Testing Agreement

Version 20161202

Contact Information

Contact Name: _____ E-mail Address: _____
Company Name: _____ Telephone Number: _____

Tests Requested

Spire 460SLP Flash Test Sinton FMT350 Flash Test Electroluminescence Imaging LoadSpot Mechanical Test

Other Test (Please Detail): _____

1.0 Purpose

This is an agreement between the University of Central Florida Board of Trustees, for the benefit of the Florida Solar Energy Center (FSEC), and the client for testing of solar equipment according to the methods described in the FSEC Test Application. Client hereby acknowledges that Client has reviewed, understands, and is in agreement with the FSEC Test Application.

2.0 Agreement By Seller

In consideration for solar equipment testing services by FSEC, the client agrees to:

2.1 Recognize that all information and documentation submitted by client as well as the results of tests performed under this program are considered to be public records, in the public domain, and no such information shall be considered confidential.

2.2 Submit all required documentation in PDF file format via e-mail to pvmodule@fsec.ucf.edu including the information requested on the test application and any additional documentation requested.

2.3 Pay the testing fee(s) within 30 days of invoice receipt. FSEC will invoice the client prior to the scheduled start of the test. The test fee will be the amount posted on the FSEC Photovoltaic Testing Services Fee Schedule the day the invoice is generated. Payment instructions including acceptable payment methods will be included with every invoice. Client is responsible for all fees associated with a payment method.

2.4 Deliver the solar equipment for testing to FSEC, 1679 Clearlake Rd., Cocoa, FL 32922, during normal working hours by the pre-arranged date. Delivery is at the client's expense. The delivery date will be mutually agreed upon between the client and FSEC. Any risk of loss or damage to the solar equipment for testing shall remain with client until FSEC can verify that no damage occurred via shipping or that the equipment is not otherwise damaged. Client is solely responsible for any such damage and FSEC shall have no liability or responsibility for such damage.

If shipping from overseas, the client must have a U.S. contact to clear customs for the shipment. No one at FSEC is permitted to sign Customs Power of Attorney. Not having the customs clearing agent set up in advance or as part of the delivery sequence is a MAJOR barrier to having FSEC receive the product.

2.5 Provide a replacement article for tests if damage or defects are found which hinder testing or influence the test results. If the damage is caused by actions of FSEC staff, the cost of furnishing the replacement component will be negotiable between the client and FSEC but in no case will the FSEC liability exceed the manufacturing cost of the component or \$500 whichever is less.

2.6 Arrange for the return of the tested solar equipment at the client's expense.

2.7 Acknowledge that, although the intent is to test to the nominal method, deviation may occur. Any deviation from the method will be documented in the test report.

2.8 Recognize that the furnished test report is limited to the description of the test method, the equipment used during the test, pertinent environmental conditions, and the test results. FSEC does not make judgements regarding the quality, reliability, or durability of the materials tested.



3.0 Agreement By FSEC

In consideration for payment of the testing fees according to the FSEC Photovoltaic Testing Services Fee Schedule by the client, FSEC agrees to:

- 3.1 Notify the client of the approximate schedule for testing the solar equipment and conduct the test as expeditiously as possible. Outdoor performance testing times can vary widely due to weather.
- 3.2 Promptly report damage or defects detected in test article(s). FSEC is not responsible for damaged goods received. Client shall package equipment properly and purchase insurance from client's carrier for shipping. Client hereby indemnifies and holds FSEC harmless from any and all damage of the goods caused by inadequate packaging or client's failure to obtain adequate insurance.
- 3.3 Perform the requested tests according to the applicable method and document in the test report if any deviations from the method occur.
- 3.4 Notify the client of test article damage that occurs during the testing sequence. FSEC is not responsible for damage caused due to the test sequence. Test articles damaged during testing as a result of FSEC staff negligence or FSEC equipment malfunction is limited to the manufacturing cost, not to exceed \$500. FSEC will provide the final determination in questions of responsibility for damage at FSEC's sole discretion and will not be responsible for damage caused by vandalism, acts of nature, or any other cause not specifically listed herein and client hereby agrees to accept any such determination by FSEC and hereby expressly waives any right to object to or fight such determination.
- 3.5 Schedule a repaired or replaced test article as the next to be tested following any tests already underway if a damaged test article cannot be tested on schedule. The repair or replacement decision will be made by FSEC at FSEC's sole discretion.
- 3.6 Promptly report to the client any failure of the test article to meet the requirements of the testing method. FSEC does not investigate or report the failure modes associated the failure.
- 3.7 Provide an electronic test report to the client. Questions on test results will be answered by an FSEC representative within a reasonable time.
- 3.8 Prepare test article(s) to be shipped back to the client at the client's expense when the tests are completed. Any risk of loss or damage to the test article(s) shall transfer to client upon delivery of the test article(s) by FSEC to the carrier and FSEC shall have no liability or responsibility therefore.

Acceptance

I have read, understood, and will abide by the above Solar Equipment Testing Agreement.

Receiving this agreement via e-mail from the sender's specified e-mail account and receipt of payment by FSEC for services invoiced is equivalent to acknowledging you have read and understood this Solar Equipment Testing Agreement and agree to be bound by its terms.

Signature: _____ Date: _____

Printed Name: _____

**Completed agreement must be submitted in PDF file format to:
pvmodule@fsec.ucf.edu**