

Solar Business Code of Conduct

1. The Purpose of this Code

The Canadian Solar Industries Association (“CanSIA”) has created the Solar Business Code of Conduct (the “Code”) to establish strong mechanisms for consumer protection and to promote transparency within the Canadian solar industry. By providing consumers with clear standards and principles to which they can refer, CanSIA aims to ensure that consumers are informed of the benefits of working with a CanSIA member company.

In addition, CanSIA has created a process to address complaints or information regarding CanSIA Members that may lead to disciplinary action. The Complaint Resolution and Disciplinary Process (“Process”). This Process is intended to provide the opportunity for CanSIA Member’s to respond to and work through issues of consumer complaint to the mutual satisfaction of both the Complainant and the CanSIA Member. The Process also sets forth the process to be followed by CanSIA in connection with non-renewal, suspension or expulsion of a member or any other matter where CanSIA exercises disciplinary authority over a member. In accordance with its by-laws, CanSIA will take non-compliance with such Code into account in connection with renewal of membership, suspension or expulsion.

For more information visit the [CanSIA website](#) or email consumerprotection@cansia.ca.

2. Document Change History

Version	Reason for Change	Date
1.0	Solar Business Code of Conduct posted.	June 13, 2016

3. Definitions and Interpretation

1. Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Code. Where a word or phrase is defined in this Code, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code.
2. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or

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public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate.

3. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions.
4. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.
5. When used herein, the following words and terms have the meaning assigned to them as follows:
 - a. "CanSIA Member" means the member of CanSIA subject to a disciplinary matter and may include any director, officer, employee, or agent of the CanSIA Member;
 - b. "Code" means the Solar Business Code of Conduct;
 - c. "Consumer" means a member of the public who is a consumer;
 - d. "Board" means the board of directors of CanSIA or any delegated committee;
 - e. "discipline" means non-renewal of membership, suspension or expulsion or a warning in respect of the foregoing;
 - f. "Ethics Committee" means the ethics committee of the Board or any other committee appointed by the Board generally or specifically to address a discipline matter, and includes any delegation by any of the foregoing;
 - g. "Investigator" means any individual or individuals, which may include a member of the Ethics Committee, the Board, employee of CanSIA or any other individual directed or engaged by CanSIA to investigate a Complaint(s) or information giving rise to a disciplinary matter;
 - h. "Material Factors" means the list of factors as defined in Section 5.6.1 of the Code;
 - i. "Material Terms" means the list of terms as defined in Section 5.9..7 of the Code;
 - j. "Process" means the Complaint Resolution and Disciplinary Process; and
 - k. "UDAAP" means unfair, deceptive, or abusive acts or practices.

4. Applicable Process and Code Versions

CanSIA shall use the version of the Process in effect at the time of the filing of a Complaint. The version of the Code to be applied shall be that in effect at the time of the alleged violation of the Code described in the Complaint.

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5. Code of Conduct

5.1 Guiding Principles

5.1.1 Members of the Canadian Solar Industries Association (“CanSIA Members”) are required to abide by this Code while conducting their business, both in letter and in spirit.

5.2 Obligation to Comply with the Law

5.2.1 CanSIA Members must always act in full compliance with federal, provincial and municipal laws regarding truth in advertising, consumer protection, contract law and other relevant regulations.

5.2.2 A CanSIA Member shall comply with all applicable provisions of this Code. Nothing in this Code affects the obligation of a CanSIA Member, or any representatives it appoints to act on its behalf, to comply with all applicable federal, provincial and municipal law.

5.2.3 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or otherwise.

5.2.4 Where compliance with the Code would cause non-compliance with a relevant law or regulation in a specific jurisdiction, a CanSIA Member should act in full compliance with the relevant law or regulation in that jurisdiction instead of the Code.

5.2.5 CanSIA will cooperate with federal, provincial and municipal law enforcement and partner with business organizations regarding violations of the Code and any related laws.

5.3 Obligation to Ensure Compliance

5.3.1 A CanSIA Member shall ensure that its staff or any representatives it appoints to act on its behalf adhere to the same standards required of the CanSIA Member as set out in this Code.

5.3.2 Any acts or omissions by any representative acting on behalf of a CanSIA Member shall be deemed to be the acts or omissions of the CanSIA Member.

5.3.3 CanSIA Members expressly agree to follow the Code, cooperate with CanSIA, including employees of CanSIA, CanSIA Board and CanSIA Ethics Committee, and any designated third

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party during any investigations into alleged violations of the Code, to comply with the process and requirements of the Complaint Resolution Disciplinary Process (“Process”), and to comply with any authorized actions by CanSIA or third parties to enforce findings made with due process.

5.3.4 Where a CanSIA Member uses contractors, service providers or agents to perform activities covered by the Code, the CanSIA Member shall take measures to require such contractors, service providers or agents abide by the Code by having all parties read and agree by written signature to abide by the Code. In such instances, references to CanSIA Members shall be read to include reference to such contractors, service providers or agents. The CanSIA Member shall maintain an internal log documenting all persons, contractors, service providers or agents who have read and signed the Code.

5.3.5 CanSIA Members shall provide a copy of the Code to all employees and representatives who have contact with consumers or consumer interests (“Consumers”) as part of their job or responsibilities. For clarity, CanSIA Members shall only be required to provide a copy of the Code to employees and representatives who have contact with Consumers as part of their job or responsibilities if those jobs and responsibilities relate to the solar industry.

5.3.6 CanSIA Members shall provide a copy of this Code to Consumers.

5.4 Unfair, Deceptive, or Abusive Acts or Practices

5.4.1 As a guiding principle, each CanSIA Member shall conduct all aspects of its business that touch on Consumers or their interests without any unfair, deceptive, or abusive acts or practices (“UDAAP”).

5.4.2 Each CanSIA Member shall regularly examine and consider the possibility of UDAAP violations in all aspects of its business that touch on Consumers or their interests, including but not limited to marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

5.4.3 Each CanSIA Member shall regularly remind and train each employee, from sales to senior management, to always consider Consumer interests and to avoid UDAAP violations.

5.4.4 The Code must be followed with an understanding that UDAAP rules also apply to each provision below.

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5.5 Advertising

- 5.5.1 No advertising claim by any CanSIA Member should be deceptive or misleading, whether by affirmative statement, implication or omission, including claims about products or services, about pricing, quality or performance.
- 5.5.2 All claims must be supported by factual, verifiable sources.
- 5.5.3 CanSIA Members should be familiar with all advertising laws, rules, regulations and guidance in force and effect in the jurisdictions in which they operate.
- 5.5.4 CanSIA Members should avoid referring to a solar system as “free” in oral or written marketing or sales discussion unless the Consumer will not pay anything for the solar system or the energy it generates.
 - 5.5.4.1 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, including reference to possible property tax (without offering tax advice) or insurance cost implications.
- 5.5.5 Prices quoted must be accurate and complete, covering all products or services offered or requested, with prices for optional or additional products or services clearly identified as such, with payment terms clearly stated, and with the period of availability of the quoted prices specified.
- 5.5.6 If estimated prices, whether denominated as “estimated,” “suggested,” “prospective,” or other similar term, are presented to a Consumer, they must be reasonably based on the information the CanSIA Member possesses. Additionally, they should be clearly disclosed or labeled as estimates or similar terms.
- 5.5.7 Comparisons of current pricing, contract terms, products or services must not be misleading, and must include all relevant facts to fully understand the pricing, terms, products or services being compared.
- 5.5.8 If advertised prices include initial pricing reductions, such as teaser rates, or future increases, all material terms of such initial reductions or future increases shall be disclosed when such prices are marketed or otherwise communicated to Consumers.

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5.5.9 If advertised prices do not include ongoing operation and maintenance costs, CanSIA Members shall disclose this to Consumers. If advertised prices do include ongoing operation and maintenance costs, CanSIA members shall disclose what costs/services are included.

5.6 System Production Calculations

5.6.1 Depending on the installation, material factors (“Material Factors”) for production calculations of the system should include:

- Hardware specifications;
- Tilt;
- Azimuth;
- Size;
- Roof layout;
- Geographic location;
- Shading; and
- Any other reasonably evident or anticipated factors impacting system performance.

5.6.2 In the event a performance calculation is unable to include the Material Factors stated above, production projections should clearly identify the omitted factors and the reason for any such omission.

5.7 Sales and Marketing Interactions

5.7.1 CanSIA Members shall comply with, and shall ensure that all of its employees, agents and contractors comply with, any federal, provincial and municipal laws regarding restrictions on contacting Consumers.

5.7.2 CanSIA Members must respect the wishes of Consumers, who are not customers, who do not want to be contacted by maintaining accurate and current “do-not-contact” lists of such Consumers, and/or requiring their contractors, service providers and agents to maintain such lists.

5.7.2.1 CanSIA Members that receive Consumer “do-not-contact” requests through an employee, agent or contractor must add the Consumer to their “do-not-contact” lists.

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5.7.2.2 CanSIA Members must ensure that employees, agents and contractors (ex. solar lead generators) have access to up to date “do-not-contact” lists.

5.7.2.3 CanSIA Members must have reasonable protocols to ensure that employees, agents and contractors do not initiate contact with Consumers on their “do-not-contact” lists.

5.7.3 CanSIA Members, their agents and contractors may contact Consumers previously listed on a “do-not-contact” list who later initiate contact with the CanSIA Member, their agents or contractors, but subject to all applicable federal, provincial or municipal limitations on the breadth of such contact.

5.8 Fair and Honest Treatment of Consumers by CanSIA Member Representatives

5.8.1 A CanSIA Member, or representative of that CanSIA Member, when interacting with a Consumer, shall:

- Immediately and truthfully give the name of the representative and the CanSIA Member to the Consumer;
- If interacting with a Consumer in person at a place other than the CanSIA Member’s place of business, display an identification badge that meets the spirit of transparency in this Code;
- Clearly state the offer to the Consumer;
- Not exert undue pressure on a Consumer;
- Allow a Consumer sufficient opportunity to read all documents provided;
- Not make any offer or provide any promotional material to a Consumer that is inconsistent with the contract being offered to or entered into with the Consumer; and
- Not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a Consumer.

5.8.2 Each CanSIA Member is responsible for ensuring that its contractors, subcontractors, and any other agents who interact with Consumers on the CanSIA Member’s behalf comply with the requirement to identify themselves as acting on behalf of the CanSIA Member.

5.8.3 CanSIA Members shall not harass, threaten, or badger Consumers.

5.8.4 CanSIA Members should avoid high-pressure sales techniques.

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- 5.8.5 CanSIA Members should seek openness and transparency and not seek to take advantage of a Consumer's lack of knowledge. If a CanSIA Member becomes aware that a Consumer clearly misunderstands a material issue in a solar transaction or that the system will not work as intended to be used by the Consumer, the CanSIA Member must correct that misunderstanding.
- 5.8.6 CanSIA Members should consider a Consumer's capacity to understand the terms and ramifications of a contract before entering into such contract.
- 5.8.7 CanSIA Members should not misrepresent the reason for any contact with a Consumer.
- 5.8.8 CanSIA Members should not market products or services they know will not work as expected.
- 5.8.9 Consumer questions must be answered honestly. If a CanSIA Member representative or agent does not know an answer to a Consumer question, he or she must:
- Tell the Consumer he or she doesn't know the answer;
 - Find and report on the answer within a reasonable period of time; and/or
 - Direct the Consumer to someone who can answer the question.
- 5.8.10 CanSIA Members may not make statements that are false or without reasonable basis in fact.
- 5.8.11 CanSIA Members must not omit material information when interacting with Consumers if the omission makes any statement or other communication with a Consumer misleading.

5.9 Contracts

- 5.9.1 CanSIA Members shall ensure that written contract terms and verbal representations do not conflict.
- 5.9.2 CanSIA Members shall ensure that written contract terms and verbal representations do not conflict with a Consumer's ability to comply with federal, provincial or municipal laws, such as reporting generation revenues to the Canada Revenue Agency.
- 5.9.3 CanSIA Member's representatives shall not make promises or guaranties about system performance, results, or services to a Consumer that exceed the promises or guarantees that will be in the CanSIA Member's agreements with that Consumer.

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- 5.9.4 CanSIA Members must list any applicable costs or the method for calculating applicable costs.
- 5.9.5 Proper headings should be assigned to contract sections.
- 5.9.6 CanSIA Members must include all material terms (“Material Terms”) in their contracts.
- 5.9.7 Material Terms are those important to a knowledgeable understanding of an agreement between a CanSIA Member and a Consumer including, but not limited to:
- Costs (including possible ongoing operation and maintenance costs);
 - Ownership terms;
 - Financing terms;
 - Warranties;
 - Consumer options in the event of a home sale;
 - Termination and system removal options and costs; and
 - Consumer rights regarding damage to property from installation.
- 5.9.8 Material Terms should be prominently placed in the contract and not hidden in non-obvious portions of the contract.
- 5.9.9 Separate documents containing or referencing Material Terms should only be used in agreements that are reasonably and customarily contained in separate stand-alone documents such as service agreements, promissory notes, security agreements, warranties and guarantees.
- 5.9.10 Except in the case of solar systems included as part of a new home sale transaction, CanSIA Members must provide each Consumer at least ten business days from the date of final contract execution to rescind a contract, as provided for under *The Consumer Protection Act*, and clear written notice of that right with reasonably convenient means of exercising such rescission.

5.10 Ontario microFIT Program Specific Provisions

- 5.10.1 A CanSIA Member, or representative of that CanSIA Member, when interacting with a Consumer, shall state that the Company is not associated with the Independent Electricity System Operator (“IESO”), the Government of Ontario, or any Local Distribution Company (“LDC”).

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- 5.10.2 If a CanSIA Member is facilitating a Consumer's participation in Ontario's microFIT Program and acting as a third-party representative for the Consumer, the CanSIA Member must take steps to educate the Consumer about the microFIT Program and encourage them to investigate possible implications of participation including to their:
- Property taxes;
 - Income taxes; and
 - Home insurance.
- 5.10.3 The CanSIA Member should explain the appropriate details regarding the microFIT Program eligibility requirements and applicable price schedule, or otherwise provide resources that are reasonably necessary for Consumer to make an informed decision, subject to limitations and disclosures regarding providing tax advice.
- 5.10.4 The CanSIA Member must explain to the Consumer that if their application to the microFIT Program is successful, that they will be the supplier under the microFIT Contract and will be entering into a 20 year power purchase agreement with the IESO.
- 5.10.5 The CanSIA Member must provide the Consumer with a link to the IESO's microFIT website and a copy of, or link to, the applicable version of the microFIT Rules and microFIT Contract.
- 5.10.6 The CanSIA Member must provide the Consumer with the username and password to their "My microFIT" online portal.
- 5.10.7 The CanSIA Member must ensure that the Consumer reviews their microFIT application before the application is submitted to the IESO.
- 5.10.8 The CanSIA Member must ensure that the necessary declaration is signed by the Consumer and a notary or commissioner of oaths using a wet ink signature and only after the Consumer has received the username and password to their My microFIT Home Page, have reviewed their microFIT application, and have satisfied all other declarations included in the declaration.
- 5.10.9 The CanSIA Member must ensure that the Consumer accepts the microFIT Contract. For clarity, the CanSIA Member must not accept the microFIT Contract on behalf of the Consumer.

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6. Additional Resources

1. CanSIA Consumer Protection Webpage: <http://www.cansia.ca/consumer-protection.html>
2. CanSIA Provincial Policy and Regulatory Resources Webpage: <http://www.cansia.ca/policy-and-regulatory.html>
3. Better Business Bureau: www.bbb.org
4. Ontario Independent Electricity System Operator: www.ieso.ca
 - microFIT Program: microfit.powerauthority.on.ca
 - What you should know before applying to the microFIT Program: <http://microfit.powerauthority.on.ca/what-you-should-know>
 - Using third-party service providers to apply to the microFIT Program: <http://microfit.powerauthority.on.ca/using-third-party-service-providers>
 - FAQs for new potential applicants to the microFIT Program: <http://microfit.powerauthority.on.ca/faqs/faqs-new-potential-applicants>