



Article 1: Sales Agreement

- 1.1 These terms and conditions govern this agreement between SolarTech Universal, LLC ("the Seller") and the customer. These terms and conditions for the purchase of SolarTech Universal photovoltaic (PV) modules ("the product") take precedence over any previous conditions outlined in other correspondences, proposals, or other documentation issued to the customer. Failure to invoke, at any point, any provision outlined in these terms and conditions shall not be deemed a waiver by the Seller of their rights to invoke them at a time in the future.
- 1.2 Any plans, specifications, requests for proposal, and other documentation submitted to the Seller by the customer are the sole responsibility of the customer. The customer takes sole responsibility to ensure that the information contained in these correspondences is accurate. The customer declares that through the acceptance of this agreement that the customer has full knowledge of the technical characteristics of the product, and that it intends to use the product in accordance with all instructions issued by the Seller.
- 1.3 All agreements, or amendments to any agreement, must be confirmed by the Seller, in writing, before execution. Execution of an agreement, or amendment to an agreement, executed by the customer without written confirmation from the Seller, provides Seller sole right to accept or reject said agreement, or amendment.
- 1.4 Current and future availability of the product by the Seller are given solely by way of indication. They shall not, under any circumstances, constitute a guarantee by the Seller of performance. Likewise, delivery date of the product by the Seller is given solely as indication, and shall not, under any circumstances, constitute a guarantee by the Seller of performance. The customer acknowledges that the Seller will make efforts to meet availability and delivery dates, but that the customer shall have, under no circumstances, the right to claim compensation in the event of delays.

Article 2: Delivery

- 2.1 Unless otherwise noted by the terms of this agreement, all deliveries of the product are FOB Riviera Beach, Florida.
- 2.2 It is the duty of the customer to inspect the product upon receipt of delivery for damage and defects. Damage or defects must be noted on the Proof of Delivery (POD) and must be signed by a representative of the customer. Notification of damage or defects, including the POD, must be submitted in writing within (5) business days of the receipt of the product. If notification is not received within (5) business days, the order shall be deemed accepted. Action on claims submitted at any time after (5) business days from delivery of the product, shall be the sole discretion of the Seller.

Article 3: Purchase Specifications

- 3.1 The customer hereby agrees to the purchase of product at the specified price and quantity as outlined elsewhere in this agreement. With this agreement, the customer shall be obligated to accept delivery of product as agreed.
- 3.2 The product sold by the Seller and purchased by the customer, shall meet the specifications set out in the product data sheet provided to the customer by the Seller with this purchase. The Seller reserves the right to make changes to the information contained in the product data sheet at any time, without notification. The customer acknowledges that changes to the product data sheet may occur, and forgoes any rights to redress for said potential changes.
- 3.3 The customer acknowledges the limited product and performance warranty included with the purchase of the product. By agreeing to this purchase, the customer acknowledges the exceptions and limitations outlined therein.
- 3.4 The customer certifies that they are a licensed photovoltaic professional in their state or locality, and that the product was purchased with full knowledge of the product's specifications and instructions. Further, the customer certifies that the installation of the product will comply with all use, legal, technical and safety standards, to ensure a safe installation of the product. The customer acknowledges that all components used in conjunction with the installation and use of the product complies with all use, legal, technical and safety standards. The customer asserts that all required authorizations for the installation of the product have been obtained. The Seller assumes no obligation for expenses or liability associated with installation of the product.
- 3.5 The customer asserts that they are a certified electrical contractor in their state or locality, and that any electrical work performed in association with the product will be conducted to applicable standards set forth by their state, locality, and/or governing body. Should a third party be employed to perform work associated with the installation of the product, the customer asserts that this third party is a certified electrical contractor in their state or locality, and that



any electrical work performed in association with the product will be conducted to applicable standards set forth by their state, locality, and or governing body. Failure to perform installation of the product to the above guidelines shall render the limited product and performance warranty void.

- 3.6 If the customer has purchased the product for distribution, resale, trade, export, or is a non-licensed photovoltaic professional, the customer asserts that the third party in receipt of the product is aware of the product's specifications and instructions. The customer is solely responsible to ensure that the third party acts in accordance with section 3.4, 3.5 and the other provisions of this document.

Article 4: Price

- 4.1 Unless stated otherwise on quotation, prices quoted are valid for (30) days from the date of quotation. Prices and quotations (or any amendment to this agreement) may be modified at any time by the Seller to account for increases in cost associated with raw materials, labor, fuel, transportation, taxes and other influencing parameters. All quotations converted to sale of the product are subject to review for errors and/or omissions, and may be canceled, modified, or amended should errors and/or omissions occur. Updated quotations, supersede all original quotation terms, and are valid for (30) days from the date of updated quotation, unless otherwise stated on the updated quotation. This sales agreement supersedes any quotation, verbal agreement, or information in promotional material, and shall be the ruling document in any proceedings related to this agreement.

Article 5: Cancellation

- 5.1 Notice of cancellation of this agreement by the customer must be made in writing to the Seller prior to shipment, and is subject to written acceptance by the Seller.
- 5.2 The cancellation of this purchase by the customer, prior to shipment, may incur a processing fee. If the purchase has been executed and shipped from the Seller, the customer may be assessed by the Seller both a processing fee, and a restocking fee. The customer shall be solely liable for transportation costs associated with the return of the product. Should this purchase be executed and shipped by the Seller; and should delivery of the product be accepted by the customer, it shall be at the sole discretion of the Seller to accept a return of the product. The Seller reserves the right to assess additional fees, over and above the processing fee, and restocking fee, at the discretion of the Seller.
- 5.3 Alternate cancellation terms may be specified by the Seller for special orders, orders of certain size and monetary value, past history of the customer, and other influencing factors.

Article 6: Payment

- 6.1 Unless otherwise noted by the terms of this agreement, the customer shall remit payment, in full, for the product at the time of the order.
- 6.2 If the Seller and the customer have agreed to payment terms, and the customer fails to meet these terms, the Seller reserves the right to the product as the property of the Seller. The Seller may further assert the right to suspend or interrupt additional deliveries of the product until all past due amounts, of any kind whatsoever, have been paid in full.
- 6.3 Should storage, transportation, or additional costs be incurred by the Seller due to failure by the customer to meet the terms of this agreement, the Seller shall be paid in full for these costs by the customer. The Seller asserts its right to cancel this agreement at any time should the customer fail to pay for the product as agreed. The Seller shall incur no liability or costs in association with this cancellation.
- 6.4 Should the customer fail to pay for an invoice by its due date, the Seller reserves the right to assess a late payment fee of 10% of the purchase price of the order, or \$250.00 USD, whichever is greater. The Seller further reserves the right to assess late payment interest. This interest shall be added to the amount due at a rate of 2% (compounded) per month. Failure by the customer to pay an invoice when due shall render all other invoices owed to the Seller immediately payable to the Seller, even if these invoices are not in arrears.



Article 7: Returns

- 7.1 The product supplied by the Seller shall be deemed to conform to the order unless a written complaint is received within (5) business days of the receipt of the product by the customer (see article 2).
- 7.2 No return of the product shall be executed by the customer without prior written authorization of the Seller, and may not be made except in accordance with terms and conditions outlined herein. Returns shall be made to the location designated by the Seller, and at the customer's expense.
- 7.3 Any other claim or dispute that the customer deems actionable, but do not require a return, must be made in writing and received within (5) business days from the date of receipt of the product by the customer. Such claims or disputes do not alter the payment terms as specified.
- 7.4 Warranty claims can be exercised by the Seller as specified in the warranty document included with the purchase.

Article 8: Force Majeure

- 8.1 Should an event outside the control of the Seller, considered a force majeure, (including, but not limited to: fire, hurricane or other climatic weather events, labor disputes, global market instability, war, government orders, and acts of God) cause a failure or delay in the execution of this agreement, the Seller shall be relieved of its obligations, without compensation being payable to the customer. Should a force majeure occur, the Seller and customer shall act in good faith to attempt to negotiate an amendment to this agreement that amicably addresses the concerns of both the Seller and the customer.

Article 9: Dispute Resolution

- 9.1 The customer attests that consent to this agreement was entered into by an individual authorized under the customer's articles of incorporation, or a delegate of the customer's organization authorized by such an individual.
- 9.2 The Seller and the customer agree that any dispute relating to this agreement, or arising from this agreement's interpretation or application, shall be submitted to mediation. The Seller and the customer agree to mediate on at least one occasion, meeting with an accredited representative of a mediating body with decision-making authority, chosen by both parties. Barring resolution of the dispute, as well as in the case of any precautionary measure, all disputes relating to this agreement shall be heard, at the discretion of the Seller, in the courts of the State of Florida.
- 9.3 The laws of the State of Florida shall govern any dispute arising from or relating to this agreement. The Seller and the customer submit to the jurisdiction of the State of Florida and federal courts for, or in the county of, Palm Beach, Florida.