

## Terms & Conditions of Sale (Rev 030810)

### Quotations & Orders

1. Quotation is in USD unless otherwise indicated and is based on information provided to SOL Inc. at time of quotation, i.e. location, application, operating profile, etc., and is the responsibility of purchaser. If Project Parameters section is incorrect, please contact Sol immediatel to confirm that said information is accurate.
2. Orders are not considered accepted until Purchaser receives a written order confirmation from SOL Inc. Prices are firm for orders released to production within 90 days from issue date of quotation.
3. Unless otherwise noted, pricing is FOB Palm City, Florida USA with title to goods and risk of loss passing to Purchaser immediately upon shipment from SOL Inc.'s facility, and is exclusive of transportation, duties, VAT, sales tax, inspection fees, storage fees, or any other levies required by Local, State, Federal or Country law or regulations.
4. Unless otherwise noted, orders are considered to be released immediately to production; however, Purchaser may indicate on their purchase order that they require submittal drawings be sent out and returned to SOL Inc marked "Approved" or "Approved as Noted" prior to release to production. SOL Inc may also, at its sole discretion, require the Purchaser be sent submittal drawings that must be returned "Approved" or "Approved as Noted" before order is released to production. If submittals drawings are sent out by SOL Inc, all lead times will start from date the signed and approved submittal documentation is received.
5. Any submittals returned marked "Approved as Noted" or "Revise and Resubmit" may result in a pricing change which in turn will require either a Change Order or revised Purchase Order be sent to SOL Inc. before order is released to production or new submittal drawings are generated.
6. Unless otherwise noted, pricing is on current design, materials, and production methods. Solar lighting systems intended to match either an existing system or a previous project where the system(s) has shipped more than one (1) year previously that were not identified as such at time of quotation may be subject to a price increase not to exceed 10%.

### Payment

7. Payment is to be made in USD per the price and terms of the quotation and unless otherwise noted is 50% due at time of order and 50% due prior to shipment. Credit terms may be available to US-based purchasers based upon previous business transactions with SOL Inc and/or approval upon review of a completed credit application.
8. In the event a purchaser who has been afforded credit fails to pay in accordance within the stated payment terms, or if SOL Inc. has reasonable doubt regarding Purchaser's credit worthiness, SOL Inc will immediately:
  - a. refuse to make any further deliveries except against cash payments, and/or terminate any contract with regard to future deliveries, and
  - b. file the appropriate lien(s) against the purchaser
9. Purchaser shall not be entitled to withhold payment of any invoice by reason of any right of set-off or counter-claim.

### Cancellation & Returns

10. Cancellation charges of 10% or \$1000 (whichever is greater) will apply to orders cancelled in writing after 48 hours of either:
  - a. Purchaser transmitting an order to SOL Inc, or
  - b. receipt of submittal drawings marked "Approved or "Approved as Noted" for orders where submittal drawings were provided to Purchaser
11. Only standard items unopened and in their original packaging may be returned for credit. A minimum re-inspection and restocking fee of 25% shall apply, with credit being issued only after receipt and inspection of the returned items has been completed. Custom items, modified versions of standard items, or special finishes (i.e. not bronze, green, white, or black) are not returnable.
12. All returns for any reason must include a Returned Merchandise Authorization (RMA) number which is issued by SOL Inc. Shipping charges from Purchaser's location to SOL Inc. are the responsibility of Purchaser. SOL Inc. assumes no responsibility for any returns received without an associated RMA number.

### Freight & Delivery

13. Purchaser must make arrangements to properly receive, and if necessary, store the goods. If Purchaser refuses or fails to take delivery of the goods, they shall still be deemed to have been delivered and SOL Inc. shall be entitled to arrange storage either at its own premises or elsewhere on Purchaser's behalf and at Purchaser's risk and expense, subject to Item 14. Below.
14. Any transportation, unloading, reloading, storage or other fees incurred by SOL Inc. as a result of Purchaser's inability to take delivery of goods for any reason shall be the responsibility of the purchaser and shall be charged back to Purchaser at actual cost (inclusive of legal expenses) plus 18%, and shall be due immediately.
15. Delivery from SOL Inc. is to be in a single shipment unless otherwise noted on the Purchase Order. Poles may be shipped separately direct from supplier if supplier is other than SOL Inc.
16. Shipping lead times provided by Sol Inc at time of quotation and subsequently at order confirmation are based on many factors, some of which are out of the direct control of SOL Inc and as such are subject to change. Under no circumstances shall SOL Inc be held liable for consequential or other direct or indirect damages or loss suffered by Purchaser as a result of SOL Inc's inability to meet the expected shipping lead times stated, nor for any delays which occur during transportation.
17. Shipments must be checked upon arrival for shortages or damages in transit, with any reports of shortages or shipping damages needing to be communicated in writing to SOL Inc within five (5) business days of receipt of goods.

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### Performance & Substitutions

18. Goods shall perform per standard product or specification sheets and/or indicated on Submittal Drawings (if provided). No additional performance guarantees apply, unless supplied by SOL Inc. (in writing), specific to this Purchase Order. System sizing and information is based on original information provided by Purchaser to SOL Inc.
19. SOL Inc reserves the right to substitute items, components, etc. that are materially equal in performance to those ordered and/or shown on Submittal Drawings (if provided).

### Poles & Installation

20. Poles provided by SOL Inc. as part of this system shall meet all wind load, weight and EPA requirements based on the information provided to SOL Inc; however, SOL Inc. assumes no liability for conformance to any state, local, or unpublished building or other codes, or for poles provided by others, unless said liability was purchased as a separate line item and indicated as such on the Purchase Order.
21. Poles provided by SOL Inc. includes all hardware required to mount the PV panel rack to the pole (tenon), the battery enclosure and fixture to the pole, and the pole to the base (if applicable). Poles provided by others will require a tenon (size as specified by SOL Inc.) and hardware to attach the pole to the base (if applicable), and may require different hardware to mount the battery enclosure and fixture to the pole than what SOL Inc. supplies, all of which shall be the sole responsibility of the purchaser.
22. Installation is NOT included and shall be the responsibility of the purchaser unless otherwise noted. Purchaser assumes sole responsibility for determining the location where poles are to be installed and to ensure that there are no issues with regard to shading, underground wiring, sewage lines, etc.
23. Unless SOL Inc. Factory Commissioning was purchased or otherwise noted in writing, SOL Inc. shall bear no responsibility for unsatisfactory system performance due to site-specific variables such as shading, local air quality/environmental concerns, etc. even when specific site information has been provided to SOL Inc.

### Warranty

24. SOL Inc. warrants to Purchaser that at the time of delivery, the goods sold hereunder will substantially conform to the product description and be free of defects in workmanship and material based on SOL Inc's Order Acknowledgement and current Warranty Statement. SOL Inc.'s liability and Purchaser's remedy under SOL Inc's warranty is limited to the replacement of any defective item, but under no circumstance shall exceed the purchase price of the goods. Other warranties may be available for an additional cost with additional coverage and/or labor allowance included.
25. Warranty specifically excludes any goods which have been (1) subjected to misuse, neglect or accident; (2) altered or tampered with; (3) employed for a non-approved purpose; (4) deployed in an abnormal or inconsistent manner from SOL Inc's written and verbal instructions; (5) installed or operated with advice, electrical components or systems not supplied by SOL Inc. without prior written approval.
26. Purchaser is responsible for any and all costs involved to service and/or replace defective goods including labor and rental of equipment.

### Miscellaneous

27. No modifications to any terms contained herein shall be allowed unless confirmed in writing by an officer of SOL Inc.
28. SOL Inc. will not accept any back charges, non-payments or liquidated damages for any reason.
29. Goods will be invoiced immediately upon shipment.
30. Purchaser shall reimburse SOL Inc. for all costs and expenses (including legal costs) incurred in the defense of SOL Inc's rights as outlined and defined in this document. Additionally, SOL Inc. will be entitled to recover interest on all overdue payments for goods shipped at the highest interest rate allowed by law.