

Terms & Conditions of Sale*

*For Products shipped from the United States

These terms and conditions (the "Agreement") govern the sale of products ("Products") by AEE Solar Inc. ("AEE Solar"), whether by phone, email, fax, mail, or other means. For sales orders placed using AEE Solar's website (AEEExpress.com), AEE Solar's Website Sales Terms and Conditions apply together with this Agreement.

1. Customers

Before you can become an AEE Solar customer ("Customer"), AEE Solar must first accept an AEE Solar Account Application from you. AEE Solar Account Applications are available from the AEE Solar website at www.aeesolar.com/create-account. By submitting an AEE Solar Account Application, you represent and warrant that you have all licenses, registrations, and other legal requirements in place to do business in the places where you intend to use or resell Products. By submitting a sales order to purchase Products from AEE Solar, you represent and warrant that:

- a. AEE Solar previously approved your AEE Solar Account Application, and the information submitted on the AEE Solar Account Application remains materially correct, and
- b. if you are a business, the individual submitting the sales order on your behalf is an authorized representative of the business and able to enter into binding transactions.

AEE Solar may reject an AEE Solar Account Application for any reason.

2. Sales Orders

You can purchase Products by either:

1. placing a sales order online on AEE Solar's website,
2. submitting a Purchase Order (PO) via email with sales order information, or
3. providing written authorization to accept a sales order via email.

Sales orders must include your AEE Solar account number, sales order #, AEE Solar item codes, product descriptions, quantities, bill to and ship to locations, shipping method, and total. Once AEE Solar receives your request to purchase products, AEE Solar will provide written confirmation of your sales order.

All sales orders you place will be binding unless rejected by AEE Solar in writing. Written confirmations of sales orders by AEE Solar are binding on AEE Solar.

AEE Solar will make reasonable efforts to accommodate your request to change or cancel a sales order. AEE Solar reserves the right to charge a change fee of up to twenty percent (20%) for sales orders that:

1. you change after submitting the sales order with AEE Solar or
2. have been placed with the manufacturer of the Product.

Note: Many manufacturers also impose cancellation charges, and any such charges will be passed through to you by AEE Solar. Once AEE Solar releases a sales order to the warehouse for shipping, the sales order cannot be changed or canceled.

3. Prices

Prices that AEE Solar quotes to you are valid for five business days. Prices displayed on the AEE Solar website are subject to change without notice. Prices do not include any federal, state, or local taxes or other governmental charges that, when applicable, will be invoiced in addition to the stated price.

Applicable sales taxes will be charged on sales orders until you provide a valid resale certificate. Sales taxes will not be refunded on orders placed before receipt of your resale certificate.

4. Payment and Credit Policy

Available payment terms are:

- a. prepayment via ACH, wire transfer, or mailed check;
- b. VISA, MasterCard, American Express, and Discover Card for payments under \$50,000; or
- c. per credit terms or other payment arrangements agreed upon between you and AEE Solar.

For credit card payments above \$50,000, a credit card fee of up to 3% will be imposed.

For special pricing or account balances with terms of greater than 30 days, payments must be made by either ACH, wire or check. For payments made to an AEE Solar credit account, payments received will be applied to the oldest invoice first if no remittance information is provided at time of payment.

Note: Your account balance continues to reflect charges for Products subject to an RMA (see below) until AEE Solar accepts the return and credits your account. AEE Solar reserves the right to change your credit and payment terms at any time or to require full payment in advance of shipping Products (including charging your credit card where that method of payment has been selected).

Note: Prepayment typically will be required when a manufacturer ships Products directly to you (a “drop shipment”).

If payment is made via check and the bank rejects the check for insufficient funds, then you will be charged a \$25 insufficient funds fee.

All late payments shall be charged interest computed on a daily basis from the due date until paid in full at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. On delinquent accounts, AEE Solar shall not be obligated to fulfill any sales orders not yet shipped to you. You agree to pay AEE Solar’s costs of collection (including attorney fees and court costs) incurred to recover any overdue amounts. If you tender payment for less than the full invoice amount along with words such as ‘payment in full’ or ‘in full satisfaction,’ AEE Solar may protest such words and accept the payment as partial payment, which shall not constitute an accord and satisfaction or a waiver by AEE Solar of its right to collect payment in full.

5. Shipping

Products are shipped Freight On Board (F.O.B.) and ship point of origin with shipping costs and handling fees charged to you. A.E.E. Solar’s Shipping Policy in effect at the time of order placement shall govern specific shipping methods, costs, and handling fees and is incorporated herein by reference. A.E.E. Solar’s Shipping Policy is available at www.aeesolar.com/shipping-policy.

6. International Shipments

Sales orders with a value below \$3,500 shipped outside of the U.S. (including Puerto Rico and U.S. Virgin Islands) and Canada will be charged an additional \$35 processing fee. You must prepay the full value of the shipment in U.S. Dollars before AEE Solar will ship products to international destinations. You must also arrange customs clearance and pay any import fees, duties, and taxes imposed at the destination port unless AEE Solar has agreed in a sales order to a different arrangement. To avoid delays in processing and delivery, please provide your customs broker’s name and phone number to AEE Solar with your order. Please refer to AEE Solar’s Shipping Policy for other shipping and handling charges.

7. Product Receipt and Acceptance

Please make sure to inspect and accept or reject each shipment upon receipt. You may reject a shipment only if (a) the Products or quantities received do not match the bill of lading or (b) there is visible damage to the Products (or their packaging). Please note the reason for rejection on the delivery receipt prior to the carrier’s departure. Please also notify AEE Solar in writing of the reason for rejection within 24 hours of delivery. FAILURE TO NOTE REASONS FOR REJECTION ON THE DELIVERY RECEIPT OR TO NOTIFY AEE SOLAR SHALL BE DEEMED AN UNQUALIFIED ACCEPTANCE OF THE SHIPMENT.

8. Returns Policy

In order to return Products, you must request a Return Merchandise Authorization (RMA) number from AEE Solar. If AEE Solar agrees to accept the return of the Products, please clearly mark the RMA number on the return package. All Products must be returned with shipping prepaid and insured to the address specified by AEE Solar (which may be the address of the manufacturer). Only the original Customer may request an RMA number; purchasers of Products from you must work through you and not direct with AEE Solar. AEE Solar will credit the purchase price of all normally-stocked merchandise returned with an RMA number, in new condition, and in original packaging. AEE Solar reserves the right to charge a restocking charge on Products returned of up to twenty percent (20%) absent a verifiable problem with the delivery.

If (a) you request an RMA number more than 30 days after delivery or Products are (b) not returned in a condition suitable for resale, (c) not normally stocked, or (d) special-order items, such as appliances, trackers and other custom electronics, AEE Solar will not issue credit. Damaged Products are not eligible for return credit. AEE Solar will notify you to make arrangements to dispose of the damaged Product. If you fail to do so after 30 days, AEE Solar may dispose of the damaged Products without liability.

AEE Solar reserves the right to apply any unused credit towards any outstanding balance or delinquency. Any unused credit over 60 days may be refunded to you per your written request to customerservice@aeesolar.com. If a return credit is not applied by AEE Solar to an existing balance, you agree to apply any credits issued by AEE Solar for returned Products to new orders of Products within one (1) year of issuance. IF A CREDIT IS NOT FULLY USED WITHIN ONE (1) YEAR, THE BALANCE OF THE CREDIT WILL BE CANCELLED.

Warning: Failure to obtain an RMA number prior to returning Products to AEE Solar will result in the refusal of the return. For unauthorized returns, AEE Solar will request that you provide your freight account information so that Products may be sent back to you at your expense. If freight account information is not received within 15 days, AEE Solar will scrap the unauthorized returned Products, and no credit will be issued.

9. Warranty & Repairs

No Products are warranted by AEE Solar. You will receive from AEE Solar the manufacturer's standard warranty (if any) provided with Products. You are responsible for complying with all manufacturer installation instructions. Some manufacturers may provide warranties only to the end user and not to you. The manufacturer must perform warranty repairs. AEE Solar will assist you with making warranty claims to manufacturers. Contact customerservice@aeesolar.com for help. AEE SOLAR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, AEE SOLAR DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Note: Many states and localities have codes and regulations governing the sales, construction, installation, or use of Products. Before purchasing a Product, please determine whether the Product complies with those rules.

10. Security Interest

AEE Solar retains a security interest in the Products delivered to you and in their accessories, replacements, accessions, proceeds, and products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under this Agreement. You agree that AEE Solar may file UCC-1 financing covering the Collateral until payment is received. If you fail to pay any amount when due, AEE Solar shall have the right to repossess and remove the Collateral in your possession, and you shall provide access to the Collateral at the request of AEE Solar. Any repossession of Collateral shall be without prejudice to any other remedy of AEE Solar, at law or in equity. You will be notified in writing immediately if this action is performed.

11. Limitation on Claim Filing

If you have a claim against AEE Solar with respect to a Product, you must bring that claim no later than twelve (12) months after the date you received the shipment that gives rise to the claim.

- **Limitations of Liability** THE LIABILITY OF AEE SOLAR FOR ANY CLAIM SHALL NOT EXCEED THE SUM OF YOUR PAYMENTS FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM. YOU WAIVE ANY CLAIM AGAINST AEE SOLAR FOR INCREASED COSTS FOR AN ALTERNATE SOURCE OF SUPPLY IF AEE SOLAR FAILS TO DELIVER, YOUR ANTICIPATED OR LOST PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AEE SOLAR'S DELAY OF DELIVERY, OR OTHER LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH PRODUCTS.
- **Governing Law; Venue** The interpretation of this Agreement shall be governed by the laws of the State of California. AEE Solar and Customer agree the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement. AEE Solar and Customer agree that any claims arising out of this Agreement shall be instituted only in the state or federal courts in the city and county of San Francisco, California, and they consent to the jurisdiction of those courts and waive any objection they may have to that venue.
- **Force Majeure** Neither party shall be held responsible for any delay or failure in performing this Agreement or any sales order to the extent the delay or failure is caused by circumstances beyond its control (a "Force Majeure"), including fire, flood, explosion, war, strike, embargo, government order, act of God, act or omission of carriers or other similar causes. If any Force Majeure occurs, the party delayed or unable to perform (the "Delayed Party") shall give prompt notice to the other party and shall be excused from performance for the duration of the Force Majeure. AEE Solar and Customer shall take all reasonable steps and cooperate to avoid or remove the cause of Force Majeure, and shall promptly resume performance when possible. If the Delayed Party cannot remove the cause of non-performance within sixty (60) days, the other party may terminate any sales order delayed by Force Majeure. Force Majeure does not excuse the failure to make a payment when due.
- **Non-Waiver** No course of dealing or failure of either party to strictly enforce any right granted by this Agreement shall be construed as a waiver of that right.
- **Conflicting Terms** AEE Solar's acceptance of sales orders is conditioned upon your acceptance of this Agreement. This Agreement supersedes any additional or different terms and conditions asserted or provided by you, including different terms and conditions in your form of purchase order. AEE Solar's failure to object to provisions contained in any communication from you purporting to vary or contradict the Agreement shall not be deemed a waiver of AEE Solar's right to enforce this Agreement. Nor shall AEE Solar's commencement of performance or delivery of Products be deemed acceptance of any additional or different terms and conditions proposed by you.
- **Entire Agreement** This Agreement, including the AEE Solar documents and policies referenced in the Agreement, constitutes the entire Agreement between AEE Solar and you with respect to purchases and sales of Products. This Agreement supersedes all prior oral and written quotations, communications, agreements and understandings of the parties with respect to purchases and sales of Products. AEE Solar reserves the right to modify any aspect of this Agreement upon notice to you, provided that sales orders placed with AEE Solar will be governed by the Agreement as it existed at the time that sales order was placed.