

## **Terms & Conditions**

For orders placed to and shipped from the United States. These terms and conditions are governing sale of products (Products) by Sierra Solar Systems (Sierra Solar Systems). These terms and conditions (Agreement) take precedence over Customer's additional or different terms and conditions. Acceptance by Customer is limited to these terms and conditions. Neither Sierra Solar System's commencement of performance nor delivery shall be deemed or constituted as acceptance of customer's additional or different terms and conditions. All pricing quoted is in US (United States) Dollars.

### **(1) Approved Customers**

Orders can be placed with Sierra Solar Systems by all approved customers. Approval is subject solely to Sierra Solar System's discretion. Contact Sierra Solar Systems sales staff for more information.

### **(2) Orders**

All orders placed by Customer will be binding even if no express written order confirmation is given by Sierra Solar Systems. Written order confirmations by Sierra Solar Systems will be binding for Sierra Solar Systems. All orders must include delivery dates, quantities and complete description of Products or item code being purchased. There will be a 15% cancellation fee for orders that (i) are changed more than 48 hours after placement of orders, or (ii) have already been shipped, or (iii) have already been placed with and confirmed by the manufacturer of Products.

### **(3) Minimum Order Size**

All orders under \$150 will be charged actual shipping rates. Sierra Solar Systems reserves the right to charge a \$30 minimum order fee to customers who have more than 10 minimum orders per month. Orders for Sierra Solar System's catalog are not subject to our small-order fee.

### **(4) Prices**

Prices that Sierra Solar Systems quotes are valid for 14 days unless otherwise specified. Prices otherwise displayed by Sierra Solar Systems, for example on the price list, are subject to change without notice. Prices do not include any federal, state or local taxes, or other governmental charges, which, when applicable, will be invoiced in addition to the prices, set forth herein. Price lists are available on Sierra Solar System's website.

### **(5) Payment and Credit Policy**

Terms are pre-payment with order; C.O.D.; VISA, MasterCard, American Express and Discover Card; or approved credit and payment terms. Sierra Solar Systems charges an additional fee of 1.5% of the invoice amount for credit card payment. Sierra Solar Systems reserves the right to establish and/or change credit and payment terms extended to Customer when, in Sierra Solar System's sole opinion, Customer's financial condition or previous payment record warrants that action. Sierra Solar Systems will consider granting credit to long-term Customers who have placed a minimum order volume of \$10,000 through at least two separate transactions with us over the last 12 months. Sierra Solar Systems will also consider granting credit to new Customers who are anticipating regular, monthly business and are placing a minimum order of \$15,000. Contact Sierra Solar Systems to request a credit application. 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, Sierra Solar Systems shall not be obligated to continue performance under any agreement with Customer. Applicable sales taxes will be charged on all orders until a valid resale certificate is on file. Charges for sales taxes will not be refunded on any orders placed prior to receipt of your certificate.

### **(6) Freight Charges and Rush Fees**

All prices are F.O.B. point of origin. Sierra Solar Systems charges the following shipping rates (in percent of order amount) for non-rush US continental ground shipping: 8% for order amounts up to \$500, 6% for order amounts between \$500.01 and \$ 5,000, 4% for order amounts between \$5,000.01 and \$ 15,000 and 2.5% for order amounts above \$15,000. Better rates may be available for large Customers at the discretion of Sierra Solar Systems. The minimum shipping rate is \$17.00 all shipments. Fees for residential delivery and lift gates will be charged at the rate quoted by the carrier not to exceed \$75. Customers who specify a shipping carrier will be charged actual shipping

based on Sierra Solar System's negotiated rate with that carrier. Customers can request actual shipping on any order, please be advised that this will not be pre-quoted by our sales staff and may result in delays on pre-paid orders. The states of Hawaii and Alaska do not qualify for a quoted percentage and will be charge actual shipping on all orders. At its discretion, Sierra Solar Systems may choose to charge actual freight cost instead of the fixed percentage rates listed above. On freight shipments there will be an additional \$25 charge for requesting call-ahead service. Shipment of batteries, mounts, large appliances and other large items are excluded from the above pricing structure based on fixed percentage rates. Such large items, as well any drop shipped items, will be shipped and billed separately, with shipping charged at actual freight cost. This can result in multiple billings from one sales order. There are additional carrier charges for C.O.D. shipments; C.O.D.'s may not be possible on freight orders. Sierra Solar Systems will use reasonable efforts to ship orders within 5 days of order placement, or for orders subject to the Pre-Approval Policy, within 5 days of receipt of Pre-Approval in compliance with Section 9. Sierra Solar Systems will make a reasonable attempt to notify Customer in the event that order will not be shipped in this time period. If next day or two-day delivery is requested on small package, orders will be considered a rush and will be prioritized. Any order that is placed with and requests same day shipment by any next day or two day small package delivery service will incur a rush fee of 2% of the order amount with a minimum of \$15 and a maximum charge of \$250. The rush fee will be charged at the discretion of Sierra Solar Systems. Rush freight shipments will incur the following rush fees based on the dollar amount of the order: 2% up to \$999; 3% on orders between \$1000 - \$4999; 5% over \$5000, with a maximum charge of \$250.

#### **(7) International Orders**

Orders below \$3,500 shipped outside of the US and Canada will be charged an additional \$35 processing fee. Sierra Solar Systems must receive prepayment in U.S. funds before shipping. All international shipments will be charged actual shipping rates.

#### **(8) Canadian Orders**

A GST of 5% will be charged on all orders shipping within and into Canada that utilize Sierra Solar System's customs broker. For orders where customers are utilizing their own customs broker, or which are "blind shipments" Sierra Solar Systems will not assess the 5% GST. In addition to charging the GST a \$150 brokerage fee will be assessed to each order.

#### **(9) Pre-Approval Policy**

All Sierra Solar Systems orders are subject to Sierra Solar System's Pre-Approval Policy, excluding those orders listed below. Sierra Solar Systems will not process orders until formal Pre-Approval from an authorized representative of the customer is received. Pre-Approval of the order is binding on both Sierra Solar Systems and the customer. Orders fulfilled in line with the Pre-Approved Order will not be eligible for return for refund or credit. If the shipment does not match the Pre-Approved Order, return for credit may be available, subject to the terms of this Agreement. Delay by Customer in providing Pre-Approval of order according to the process outlined below may result in delays to order processing. Sierra Solar Systems reserves the right to deviate from this Pre-Approval Policy at its sole discretion. Process for Pre-Approval of telephone orders:

1. Sierra Solar Systems will email the customer a completed order for Customer's review and approval. An authorized representative of Customer must respond via written email expressly approving the order..
2. Verbal Pre-Approval is available only for those customers without email access. If the customer does not have email access, Sierra Solar Systems will verbally confirm the contents of the order, and Customer must provide a verbal approval authorization to release the order. The following order methods do not require additional approval:
  1. Purchase orders sent by the authorized purchaser of the company sent by fax or email listing the items to order by the Sierra Solar part number.
  2. Orders placed on the dealer website.

#### **(10) Returns Policy**

No merchandise may be returned without prior authorization from Sierra Solar Systems. If the return is authorized, the buyer will be issued a return authorization (RA) number, which must be clearly marked on the package. Only the purchasing Customer may return Products to Sierra Solar Systems. All subsequent purchasers must return Products through the dealer from whom they purchased Products. Sierra Solar Systems will credit the purchase price of all normally stocked merchandise returned in new condition, in original packaging, within 30 days of purchase. There will be a 25% restocking charge on merchandise returned after 30 days. All items must be returned freight-prepaid and insured. Contact customer service. Items not in salable condition, not normally stocked, and special-order items, such as appliances, trackers and other custom electronics, may not be returned for credit. Product returned

to Sierra Solar Systems that is damaged due to customer error or misuse will be held for 30 days. Customer will be contacted and advised of no credit for returned and damaged Product, and must make arrangements for Product pickup. After 30 days, all such Products will be disposed of without further liability to Sierra Solar Systems.

**(11) Warranty Repairs**

All warranty repairs must be performed by the manufacturer. Contact customer service for instructions.

**(12) Security Interest**

Sierra Solar Systems retains a security interest in the products delivered to Customer, 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. If Customer fails to pay any amount when due, Sierra Solar Systems shall have the right to repossess and remove all or any part of the Collateral from Customer, but not from Customer's customers. Any repossession or removal shall be without prejudice to any other remedy of Sierra Solar Systems hereunder, at law or in equity. Customer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Sierra Solar Systems to transfer, create, perfect, preserve, protect and enforce this security interest.

**(13) Statute of Limitations**

No action by Customer may be brought at any time more than six (6) months after the facts occurred upon which the cause of action arose.

**(14) Limitations of Liability**

The liability of Sierra Solar Systems hereunder for all claims shall not exceed the sum of Customer's payments for the Products which are the subject of the dispute. Sierra Solar Systems assumes no liability for consequential damages, anticipated or lost profits, incidental damages, loss of time, or other losses incurred by Customer or any third party in connection with the Products. Sierra Solar Systems makes no warranties or representations as to the accuracy or completeness of system drawings. Customer assumes all risk and liability with regards to systems installed according to such drawings, including but not limited to circumstances where the drawings do not include all provisions required for an installation.

**(15) Governing Law**

The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the laws of the State of California. Sierra Solar Systems and Customer specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

**(16) Choice of Forum**

The parties hereto agree that any suits, actions or proceedings arising out of this Agreement that may be instituted by any party hereto shall be instituted only in the state or federal courts in the city of Reno, Nevada, and the parties hereto do hereby consent to the jurisdiction of those courts and waive any objection which they may now or hereafter have to venue of those suits, actions or proceedings.

**(17) Force Majeure**

Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by causes beyond its control (Force Majeure Conditions), including, but not limited to, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes. If any Force Majeure Condition occurs, the party delayed or unable to perform (Delayed Party) shall give immediate notice to the other party (Affected Party), and the Affected Party, upon giving prompt notice to the Delayed Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Condition, provided, however, that the Affected Party shall take all reasonable steps and cooperate with the Delayed Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of non-performance, the affected Party may terminate this Agreement.

**(18) Non-Waiver**

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition.

**(19) Entire Agreement**

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be modified or rescinded. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.