

Solar Connections International, Inc.
Terms and Conditions

“**Solar Connections**” means Solar Connections International, an Illinois corporation. “**Buyer**” means the party purchasing the applicable products or services from Solar Connections. By purchasing the applicable products or services from Solar Connections, Buyer confirms that the following terms and conditions (collectively the “**Terms and Conditions**”) shall apply to Buyer’s purchases. Any modifications to these Terms and Conditions must be in writing and signed by Solar Connections. References to “**products**” include items specifically provided for in any purchase order between Buyer and Solar Connections or incorporated in goods and services Buyer purchases from Solar Connections. Time is of the essence of this agreement.

1. Payment Terms. Payment terms are as set forth above in the Purchase Order which said terms and conditions of the Purchase Order are incorporated herein by reference. In the event of any conflict between the terms and conditions of the Purchase Order and the terms and conditions set forth herein in these Terms and Conditions, the Terms and Conditions set forth herein shall prevail and dictate. All amounts past due are subject to interest at the rate of 1 ½% per month compounded monthly. Buyer shall be solely responsible for the payment of any and all costs Solar Connections incurs to collect any amounts due and owing including, but not limited to, collection agency fees, court costs and reasonable attorney’s fees and costs. Buyer acknowledges that Solar Connections may at any time and in its sole and absolute discretion, for any reason or for no reason, suspend credit or refuse credit to Buyer and/or require full payment prior to shipment of any goods that are subject to the Purchase Order. In the event Buyer fails to tender full payment when due in accordance with the terms of the Purchase Order and in accordance with these Terms and Conditions, all interest and collection costs incurred by Solar Connections, including collection agency fees, court costs and attorney’s fees and costs shall become part of Buyer’s outstanding balance. Buyer agrees to pay and reimburse Solar Connections all expenses incurred by Solar Connections to cover any checks returned by Buyer’s bank as unpaid.

2. Shipping. All shipping costs are paid by Buyer. Risk of loss shall pass to Buyer upon delivery by Solar Connections to the carrier at the point of shipment and at the time and location the carrier first takes possession of the product. Solar Connections shall not be liable for damage to the product during shipping, which damage shall be the sole and absolute responsibility of the Buyer. Solar Connections shall not be obligated to provide or pay for insurance for the product insuring damage during shipping, which said obligation shall belong solely to the Buyer. The Buyer must notify Solar Connections within 24 hours of Buyer’s receipt of the product of any missing or damaged items. The Buyer is responsible for all shipping costs relating to missing or damaged items.

3. Controlling Provision. In the event of a conflict between the provisions of these Terms and Conditions and the provisions of any other oral or written understanding or agreement between the parties, Solar Connections and Buyer hereby agree that the provisions of these Terms and Conditions shall forever prevail and dictate.

4. Indemnification. Buyer hereby agrees to indemnify, defend and hold harmless Solar Connections and its officers, directors, shareholders, affiliates, employees, agents and assigns from and against any and claims, demands, costs, liabilities and expenses (including, without limitation attorney’s fees and court costs) arising in whole or in part from a third-party claim involving any product purchased by Buyer from Solar Connections. Buyer further agrees to indemnify, defend and hold harmless Solar Connections and its officers, directors, shareholders, affiliates, employees, agents and assigns from and against any and claims, demands, costs, liabilities and expenses (including, without limitation attorney’s fees and court costs) arising in whole or in part from the negligent act or omission of the Buyer, or any negligent act or omission of Buyer’s agents employees in connection with: (i) formulating and/or preparing drawings and specifications for the product; and/or (ii) the installation of the product by the Buyer or the Buyer’s agent, employee or contractor, including without limitation all materials, methods and techniques associated with installation of the product.; or (iii) Buyer’s and/or Buyer’s customer’s use and enjoyment of the product.

5. Return. ALL SALES ARE FINAL AND NO RETURNS WILL BE ACCEPTED.

6. Layout. SOLAR CONNECTIONS DOES NOT PERFORM AN INDEPENDENT SITE INSPECTION. ALL SOLAR CONNECTIONS LAYOUTS INCLUDING, BUT NOT LIMITED TO, NUMBER OF ROWS AND PRODUCT QUANTITIES ARE RECOMMENDATIONS ONLY BASED SOLELY ON THE INFORMATION PROVIDED BY THE BUYER, IN ADDITION TO THE PROJECT’S GEOGRAPHICAL LOCATION, ROOF PITCH, LENGTH OF RUN AND TYPE OF ROOF SYSTEM. BUYER MAKES THIS PURCHASE BASED ON PROJECT SPECIFICATIONS AND ITS OWN EVALUATION AND NOT BY REASON OF ANY STATEMENT MADE OR PURPORTED TO HAVE BEEN MADE BY OR ON BEHALF OF SOLAR CONNECTIONS SOLAR CONNECTIONS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. Architect/Engineer/Structural Engineer Review. Solar Connections is not licensed to provide design, architecture or engineering services and Solar Connections does not provide stamped or otherwise certified calculations or engineering drawings of any kind. Solar Connections is not required to ascertain that any Solar Connections recommendations or products are in compliance with applicable laws, statutes, building codes, ordinances, best industry practices or rules and regulations of any kind, which said obligations belong solely and exclusively to the Buyer in the jurisdiction and venue where the Buyer intends for the products to be used and installed. All Solar Connections recommendations are simply recommendations and suggestions only which shall be verified by Buyer’s project Architect/Engineer and by the Buyer’s structural engineer to ensure that the product will be suitable for the use anticipated by Buyer. If professional design services or certifications are required, such services and certification shall be specified in advance by Buyer and performed by a licensed design professional for an additional expense payable by Buyer. Solar Connections does not assume any liability therefore in connection with design and certification of the products for Buyer’s specific use and installation. Buyer hereby warrants and covenants that Buyer has consulted with Buyer’s properly licensed structural engineer and/or properly licensed architect prior to purchasing any product from Solar Connections Buyer warrants to Solar Connections that Buyer has conducted all necessary due diligence with Buyer’s properly licensed structural engineer and architect prior to ordering any product from Solar Connections so as to: (a) allow Buyer to confirm the product is suitable for Buyer’s use at Buyer’s premises and (b) make certain that the product purchased from Solar Connections by Buyer, once installed, will be in full compliance with all applicable building codes, ordinances, laws and regulations and can be installed in safe and proper manner.

8. Project Specifications and Drawings. Any review of project specifications or preparation of drawings by Solar Connections is as a material supplier only and not as a licensed design professional. Solar Connections is not liable for discovering errors, omissions or inconsistencies in the specifications, or for ascertaining if the specifications are in compliance with applicable laws, statutes, building codes, ordinances or rules and regulations of any kind (collectively "Building Code Compliance". Buyer shall indemnify, defend, and hold harmless Solar Connections from and against any and all claims, demands, costs, liabilities and expenses arising in whole or in part from any failure of the product to meet the requirements of Building Code Compliance, which said obligation shall belong exclusively to Buyer. Drawings prepared by Solar Connections are upon request only to illustrate Solar Connections' products only and do not constitute a representation by Solar Connections that it has verified field measurements, field conditions or any other construction criteria applicable to the project. Solar Connections is not liable for coordination of drawings prepared by Solar Connections with any other project requirements or contract documents.

9. Installation. As a condition precedent to Buyers use of the product, Buyer warrants to Solar Connections and further agrees that the products will be installed by Buyer utilizing a qualified contractor retained by Buyer which said contractor will install the product in accordance with best industry standards and practices and that these products be installed by a qualified contractor who will have the knowledge and ability to properly install the product. Solar Connections does not take any responsibility for acts, errors or omissions of the installer and cannot be held responsible in any way for product installation. Solar Connections does not provide any warranty on the installation of any of its product. Installation must be completed in a manner consistent with any installation guide, instructions or manual provided by Solar Connections, if any, or in accordance with industry standards. Solar Connections does not warrant against the failure of any installation materials used with the product and the Buyer must rely on the applicable manufacturer's applicable warranty, if any. Solar Connections will not be responsible for misapplication of the product, incorrect materials or defects that were obvious at the time of installation.

10. Warranties and Limits of Liability. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SOLAR CONNECTIONS BE LIABLE TO ANY PARTY (INCLUDING BUYER OR ANY THIRD PARTY) FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT OR TORT AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY DAMAGES OF ANY KIND ARISING UNDER ANY THEORY OF LAW WHATSOEVER. THE PERFORMANCE OF THE PRODUCT DEPENDS ON THE PURCHASER'S ADHERENCE TO SOLAR CONNECTIONS' RECOMMENDED USE, LAYOUT AND INSTALLATION IN CONFORMANCE WITH SOLAR CONNECTIONS'S INSTALLATION INSTRUCTIONS. SOLAR CONNECTIONS WILL NOT BE RESPONSIBLE TO BUYER FOR ANY DEVIATIONS THEREFROM. SOLAR CONNECTIONS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY WITHIN THESE TERMS AND CONDITIONS OR THE PURCHASE ORDER AND SUBJECT TO ANY DAMAGE LIMITATIONS SET FORTH IN THESE TERMS AND CONDITIONS, IN NO EVENT SHALL SOLAR CONNECTIONS HAVE LIABILITY FOR ANY REASON TO BUYER IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE OF PRODUCT PURCHASED BY BUYER IN THE CALENDAR YEAR IN WHICH A CLAIM IS MADE BY BUYER, AND ONLY TO THE EXTENT SUCH DAMAGE CLAIM IS PAID THROUGH A POLICY OF INSURANCE HELD BY SOLAR CONNECTIONS (THE "DAMAGE LIMITATION"). ADDITIONALLY, AS PART OF THE DAMAGE LIMITATION, SOLAR CONNECTIONS SHALL HAVE NO LIABILITY ARISING IN WHOLE OR IN PART OUT OF THE SALE OF ANY PRODUCT BY SOLAR CONNECTIONS TO BUYER, WHETHER SOUNDING IN CONTRACT OR TORT, OR OTHERWISE, FOR ANY AMOUNT IN EXCESS OF THAT SUM PAID BY AN INSURANCE COMPANY THROUGH A POLICY OF INSURANCE HELD BY SOLAR CONNECTIONS.

11. Buyer Default. In the event Buyer fails to make timely payment of any invoiced amounts or other outstanding balances due and owing, if Buyer fails to perform any other obligation under these Terms and Conditions or any purchase order, or if Buyer breaches any representations or warranties made to Solar Connections, then Buyer shall be in default. Upon Buyer's default, Solar Connections, at its sole discretion, may demand, without prior notice to Buyer, that all invoiced, outstanding balances be due for immediate payment. Solar Connections is not obligated to fulfill any order(s) if Buyer is in default under this or any other contract with Solar Connections, or upon the insolvency or dissolution of Buyer, or in the event the Buyer is involved with litigation of any kind in which Solar Connections is a party to that litigation. In the event Buyer fails to make any required payment, or fails to comply with any other provision or term of these Terms and Conditions or any purchase order, or in the event the financial responsibility of Buyer becomes unsatisfactory to Solar Connections, then Solar Connections, at its sole discretion, may stop supplying any material ordered by Buyer without prejudice to any other remedy Solar Connections may have, or require payment in advance, satisfactory security, or a guaranty that invoices will be paid when due.

12. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois. Any and all disputes arising hereunder shall be heard and resolved in the appropriate court of McHenry County, Illinois and Buyer submits to personal jurisdiction in Illinois and agrees that such court shall have exclusive jurisdiction over the subject matter. Buyer waives any objection to such jurisdiction including, but not limited to, forum non conveniens. In the event of a dispute between the parties in which Buyer does not prevail, the prevailing party shall be entitled to collect legal fees from the non-prevailing party.

13. Severability Provision. If any phrase, clause or provision of these Terms and Conditions is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation of these Term and Conditions is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken, in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible under applicable law within reasonable bounds.

14. Entire Agreement and Acceptance. These terms and conditions shall be incorporated into the terms of the Purchase Order and shall govern the business relationship between the parties. Solar Connections reserves the right to change any provision of these Terms and Conditions upon written notice to the Buyer at which time the Buyer shall be deemed to have accepted such modification absent written notice by Buyer to Solar Connections within ten days of such notification. These Terms and Conditions (as may be amended) shall govern all future transactions and Purchase Orders between Solar Connections and Buyer.