

# GENERAL TERMS AND CONDITIONS (REV 20200601)

Please visit our website at <http://www.solarinnovations.com/contractor-numbers/> for our list of Contractor License Numbers

**THESE GENERAL TERMS AND CONDITIONS APPLY TO ALL SALES AND INSTALLATION WORK. THESE GENERAL TERMS AND CONDITIONS SUPERSEDE ANY PRIOR LETTER OF INTENT OR OTHER AGREEMENT. BY SIGNING THE QUOTE, BUYER AGREES THAT BUYER HAS READ AND ACCEPTS THESE GENERAL TERMS AND CONDITIONS OF SOLAR INNOVATIONS, INC. ("SI") AS PART OF THE PARTIES CONTRACT:**

## GENERAL TERMS OF THE CONTRACT

**ENTIRE AGREEMENT BETWEEN PARTIES:** The entire agreement between the parties consists: of the Confidentiality Agreement (if applicable); signed Quote; these General Terms and Conditions; the Project Lead-Time Schedule; Buyer-Approved Shop Drawings; signed and accepted Change Orders and Addendums; and SI's Limited Warranty. The parties agree that the written terms of the listed documents are the sole terms of the parties' agreement. All other documents, oral discussions, assurances, or representations are superseded and not included as part of the contract. Architectural or other drawings, specifications, codes or other documents/criteria are not part of the contract unless provided to SI in advance of the Quote and specifically identified in the Quote. Buyer's Purchase Order may not alter or supplement the terms of the parties' agreement, unless unequivocally accepted as part of the contract by an authorized SI representative in writing. **Buyer may issue a purchase order for administrative purposes only.**

In the event Buyer proposes additional contract terms at any time after Quote acceptance for consideration by SI, Buyer will pay SI for all costs of SI employees and SI legal counsel (at prevailing rates) for time incurred in negotiating any and all additional terms. **Any additional proposed terms will delay the lead times.**

**SPECIFICATIONS USED FOR QUOTE:** All quotes reflect SI's interpretation of the Buyer's request and/or specifications. SI may deviate from specifications for function, cost, etc. or per Buyer's request. SI reserves the right to provide its closest available alternative to the Buyer's specification, provided that the alternative does not materially impair the intended use of the product. It is Buyer's responsibility to verify that SI's Quote and Shop Drawings meet Buyer's needs, whether reflected in the specifications or otherwise. Any items not specifically included in the Quote are excluded from SI's scope of work, even if included in specifications provided at time of Quote. Professional engineering calculations and/or stamped seal are not included, unless specifically noted or accepted by the Buyer as an Add line item.

**WITHDRAWAL OF OFFER/QUOTED PRICE:** SI reserves the right to withdraw or adjust its Quote at any time prior to acceptance. If a Quote is not accepted within 30 days from the date it is issued by SI, it shall be deemed to have been withdrawn and of no effect unless specifically accepted, renewed and/or updated by SI in writing. Upon Buyer's request and upon written agreement of SI, may hold pricing for a longer period in its discretion. In the event SI receives an executed Quote more than 30 day after issuance, SI shall have up to 60 days to issue written notice to Buyer of revised costs. Upon receipt of the notice, Buyer shall have 14 days to cancel the Quote by written notice to SI. If not so cancelled, the price adjustment shall be accepted.

**ACCEPTANCE:** SI's offer may be accepted only by signing a copy of the Quote in the space provided. Electronic signatures are valid and equal to original signatures. Acceptance of the Quote is expressly limited to the exact language of the Quote and the terms contained herein. Any attempt to alter or omit any of such terms shall be deemed void unless expressly agreed to, in writing, by SI. SI is not responsible to begin performance prior to receipt of signed Quote and required support paperwork.

**SALES ACKNOWLEDGMENT:** Following execution of this Quote, you may receive a Sales Acknowledgment from SI. This document will summarize and confirm the selections you have made in this Quote and provide the basis of SI's continued work on your project. **It is your responsibility, within five (5) business days following receipt of the Sales Acknowledgment, to advise SI (by e-mail, fax or other writing) if the Sales Acknowledgment is inaccurate in any way. You must follow the instructions on the Sales Acknowledgement in notifying SI. You will be responsible for any costs incurred by SI due to errors in the Sales Acknowledgment that should have been discovered upon your review.**

**TITLE TO DRAWINGS, PLANS, AND SPECIFICATIONS:** SI at all times shall be deemed the sole author of, and shall have exclusive ownership of and title to, all designs, drawings, plans, and specifications, and all associated copyrights, prepared or used in connection with this Quote. The Buyer shall be permitted to use such drawings, plans, and specifications only in connection with this Quote and shall not disclose such drawings, plans, or specifications to any person, firm or corporation: (a) other than Buyer's employees, customers, consultants, subcontractors, or government inspectors; and (b) in furtherance of SI performance of designated project. The Buyer shall, upon SI's request or upon completion of this Project, promptly return all drawings, plans, and specifications to SI. SI's drawings, plans, and specifications shall not be used by the Buyer or others on other projects. The Buyer shall place an appropriate copyright notice (reflecting SI's copyright ownership) on all copies, made by or at the direction of the Buyer, of the drawings, plans, and specifications, and shall not remove any copyright notices.

**DRAWING APPROVAL:** SI will provide detailed Shop Drawings. Drawings are designed to ensure that the Buyer and SI agree on Product to be produced. By approving Shop Drawings, Buyer and/or its agents are accepting full responsibility for dimensions, details, and criteria listed. SI recommends consulting with an industry professional prior to approving Shop Drawings, as SI will not be held liable or responsible for any alleged inaccurate dimensions or specifications approved by the Buyer on the Signed Shop Drawings. **Buyer assumes all responsibility for contents of final Shop Drawings that Buyer has approved. Construction and fabrication of SI's product, in material conformity with approved Shop Drawings, will constitute satisfactory fabrication and/or installation of the product.**

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SI's Quotes using Paradigm will include detail regarding the product being purchased that is not available in SI's current software. Not all products will require Shop Drawings in that system. Buyer may purchase Shop Drawings at Buyer's option. If Buyer declines to purchase separate Shop Drawings, Buyer and/or its agents are accepting full responsibility for dimensions, details, and criteria listed in the executed Quote in the same manner described above for approval of Shop Drawings.

**ADDITIONAL COSTS:** SI's Quote includes standard and customary time devoted to drafting of Shop Drawings, cut-listing, machining, engineering, fabrication, etc. In the event extraordinary changes to the Shop Drawings, project re-designs/changes, errors by Buyer or other circumstances, not due to the fault of SI, require unexpected and/or extraordinary time devoted by SI to these activities, Buyer agrees that SI will bill Buyer for its extra work at its customary and prevailing rates. Buyer specifically acknowledges and agrees that quoted figures for stamped drawing relate to services provided by outside professionals and, accordingly, are estimates only. Buyer will be responsible for additional charges incurred by outside engineers or SI in providing extraordinary or unexpected services.

Buyer's quoted pricing is based on optimization of extrusions and other materials. In the event Buyer changes product sizes or characteristics that result in increased material costs to SI, SI will be entitled to associated pricing adjustments through Change Order process.

SI's quoted delivery charges assume standard delivery and unloading. SI occasionally incurs additional charges from common carriers in the event Buyer requests use of the carrier's lift gate, incurs detention or redirection fees or is in a high cost and/or limited access delivery area. In the event any such charges are incurred, Buyer agrees to pay the upcharges incurred by SI from its common carrier, together with reasonable mark-up to cover costs incurred by SI.

**UNFORESEEN MATERIAL INCREASES:** Where the price of the material, equipment, energy, or other indirect/direct associated costs (if applicable) increases in excess of 5% during the term of the contract, through no fault of SI, the contract sum shall be equitably adjusted by Change Order. A price increase is measured from the date of the Quote to the date of performance. Buyer agrees to sign and approve said Change Orders.

**CHANGE ORDER:** Any modifications to the original Signed Quote will follow SI's Change Order approval process. **Any alterations to projects which require engineering re-evaluation or revised drawings will be charged to the Buyer at prevailing rates. Buyer is required to sign a Change Order accepting the additional time and applicable costs before any revision work will begin. Buyer agrees to execute or communicate rejection of SI's proposed Change Order within 10 business days of receipt. In the absence of written rejection, the Change Order will be deemed accepted by Buyer.** All Change Orders will reflect reasonable mark-up for overhead, burden and profit of SI. By way of example, Change Orders that include changes in glass sizes (particularly to oversized glass in excess of 40 sq. ft.), finish and hardware selections, dimensions, design and other changes will result in pricing and lead time adjustments. In the absence of an approved Change Order, SI will be entitled to reasonable compensation for any additional materials or services which Buyer had knowledge and/or accepted the benefit of the work. **Additionally, lead times may be extended, in the discretion of SI, based: (a) on the nature of the Change Order; (b) delay in its execution; and/or (c) business conditions at time of Change Order acceptance.**

**INSPECTION:** Buyer may request inspection of the goods ordered at SI's manufacturing site. Such inspection shall not interfere with SI's operations and occur only upon a written request with a minimum notice of one (1) week.

**CANCELLATION:** SI may cancel/terminate Buyer's agreement if: a) Buyer fails to make any payment due SI by the date indicated herein or on the invoice; b) Buyer fails to perform any other obligation in a timely manner, including approval of Shop Drawings, return of PDS documents, or other obligations; c) Buyer is otherwise in material breach of the Contract; or d) Buyer fails, upon request, to provide adequate assurance of its ability to perform its contractual obligations. Upon ten (10) days written notice to Buyer, and failure of Buyer to cure a default, SI may terminate the contract and apply all deposits to its damages. Upon termination, SI may contract with Buyer's customer or other involved party to complete the Project without recourse by Buyer. Cancellation by Buyer will be effective only upon written acknowledgement of SI.

Upon cancellation by SI for Buyer's default or by Buyer, SI is entitled to recover the contract price less only the costs saved by not being required to fully perform. In that event, payment to SI shall include, but is not limited to, all costs and expenses incurred in SI's performance, as well as reasonable compensation for overhead and profit. SI shall have not less than thirty (30) days to provide to Buyer a calculation of the balance owed, in accordance with this paragraph, following SI's cancellation or acknowledgement of Buyer's notice of cancellation.

**CONFIDENTIALITY:** By receiving requested information provided by SI, Buyer and anyone acting on Buyer's behalf shall treat the information as confidential. Proprietary, protected or confidential information will not be disclosed to any third party, except in furtherance of Buyer's project and consistent with industry standards, unless upon the written consent of SI. You further ratify and agree to remain bound by the current Customer Confidentiality Agreement available on SI's website at <https://solarinnovations.com/customer-confidentiality/>.

**PERSONAL INFORMATION:** SI will maintain your personal information, as applicable, in accordance with its Privacy Policy located at <https://solarinnovations.com/privacy-policy/>.

**COMMUNICATIONS WITH OTHERS:** Buyer agrees that if Buyer's customer, end-user, or any other party involved in Buyer's project communicates to SI that Buyer's work, conduct, management of a project or performance of service is deficient, SI may (at its option) conduct an investigation to determine the legitimacy of the complaint and Buyer's compliance with SI's requirements and published service procedures. Buyer authorizes SI to communicate directly with Buyer's customer or other involved parties and conduct any such investigation. Buyer also authorizes SI to contact Buyer's customer/end user or other involved party if Buyer fails to respond to inquiries by SI relating to the project. Buyer agrees to take such corrective actions as may be reasonably requested by SI. SI reserves the right to take any action needed to service the Buyer's customer or other

involved party if, in SI's reasonable discretion, Buyer fails to do so in a timely manner. In the event of breach by Buyer, SI shall be entitled to reimbursement of all reasonable costs incurred to service the Buyer's customer. Buyer acknowledges that its failure to adhere to the provisions of this paragraph shall constitute a material breach of this Agreement.

**CONTACT INFORMATION:** The name, address, and phone number of the property owner and all pertinent points of contact (Architect, General Contractor, etc.) will be required on the Job Specific Information Form to be submitted with Buyer-signed Quote. Buyer hereby warrants and certifies that the information being provided is correct, especially the jobsite address and owner identification. Buyer will be responsible to pay any damages, losses, costs, or expenses incurred by SI resulting from Buyers' failure to provide correct information, including any inability of SI to effectively assert a lien against the correct property.

### **PAYMENT, COLLECTION, AND TAX TERMS**

**STANDARD TERMS:** Any orders less than \$5,000.00 must be paid in full at the time the order is placed. Orders totaling between \$5,000.00 and \$10,000.00 and ALL orders shipping outside of the United States must be paid in full prior to shipment (50% deposit due with signed Quote/50% paid two weeks prior to shipment). Projects that are greater than \$10,000.00 follow standard terms of: 50% deposit due with signed Quote; 40% paid 2 weeks prior to shipment; 10% paid with a certified check or wire transfer at time of shipment, subject to credit approval. Payment terms are applied independently to each partial shipment pursuant to the Quote. SI may invoice Buyer in reasonable stages reflecting fabrication milestones (in larger projects), sequence of shipments, percentage of completion, progress of installation, etc.

Deposit payment is due within one week of receipt of signed Quote. Any delay in deposit payment may delay the release of project to drafting. In the event that there are any outstanding monies owed to SI for any reason, SI reserves the right to delay production, suspend lead times or hold a shipment on any job until such time as all invoices have been paid in full. Any payments made prior to shipment will require verification of funds if not paid by certified check or wire transfer before material will be released for shipment. SI may require a personal guarantee. At any time at the sole discretion of SI, SI retains the right to amend these payment terms. For all projects in which SI does not have bond or mechanics lien rights under applicable law (including states in which lien rights are impaired when the owner has made full payment to the general contractor), full payment must be received by SI as a condition of and prior to shipment and will require verification of funds if not paid by certified check or wire transfer before material will be released for shipment. Credit cards will not be accepted for international shipments or projects that SI does not have mechanics lien rights. Credit cards with international addresses will not be accepted. Otherwise, credit cards will be accepted for payment at the sole discretion of SI. Wire transfer is the only accepted form of international payment.

**SECURITY INTEREST OF SI:** Buyer grants a security interest in: (a) all deposits/payments made for any project by Buyer; (b) all product of SI in the possession of SI or Buyer; and (c) any payments owed to Buyer by its customer. In the event of any payment default by Buyer, Buyer authorizes Solar to apply any deposit/payment for any other project towards the past due amount, as well as to exercise any remedies available under the Uniform Commercial Code. Solar's duty to perform the project(s) associated with any applied deposit/payment shall be suspended until such time as deposit(s)/payment(s) are restored. Payments will be applied to any outstanding invoice(s) of Buyer at the discretion of SI.

**INSTALLATION PAYMENT TERMS:** 50% due before or upon arrival of crew/start of installation (payment on day of crew arrival must be by wire transfer); and 50% due upon substantial completion of installation services, unless otherwise outlined on project payment terms. At SI's discretion, projects exceeding two weeks for SI crew will be paid on a weekly basis pursuant to payment schedule issued by SI at or before start of installation. Payment terms for international installation locations are, by wire transfer, 90% due five (5) business days before arrival of installation crew; 10% upon crew's substantial completion of installation.

**JOINT CHECK AGREEMENT:** SI will require, for all new Buyers purchasing for resale with no credit history with SI, a Joint Check Agreement to be completed by Buyer and Buyer's customer. SI reserves the right to require a Joint Check Agreement to be completed by ANY Buyer and Buyer's customer, regardless of history with SI, if SI believes payment is insecure. Buyer agrees to sign joint check issued by Buyer's Customer and forward to SI for deposit.

**DEFAULT OF PAYMENT:** All payments must be made within the specified timeframes of the Quote and these General Terms and Conditions. Buyer is not permitted to make back charges, deductions, or offsets against payments due under the terms of the parties' contract; any such actions will be a material breach of the contract. Buyer will be responsible for a finance charge of 1.50% per month on all past due amounts. The minimum monthly finance charge will be \$10.00 per month. Default of payment on any one (1) invoice by Buyer may result in full revocation of credit terms and place the entire account on credit hold. Buyer will not be entitled to issuance of a Warranty if any outstanding balances are owed to SI for the specified project, or past due balances exist for any other project. Buyer will be responsible for all reasonable attorney fees and other costs incurred in collecting any and all past due balances. Attorney's fees of 35% of the outstanding balance or \$250.00 per hour shall be conclusively presumed reasonable but shall not preclude SI from recovery of higher amounts if reasonable. Buyer will be charged a \$50.00 fee for any checks returned for insufficient funds.

**CHARGEBACKS:** Revocation of credit card authorization and/or chargebacks by Buyer are not permitted. Buyer will be responsible for all costs incurred by SI in contesting any chargeback or deduction against the amount due, including the labor costs incurred by SI for its employees in addressing or contesting the chargeback. Any credit card chargebacks will result in permanent cancellation of credit card purchasing privileges and the voiding of applicable warranties.

**SALES/USE TAX:** All applicable taxes are the responsibility of the Buyer. Estimated sales tax on the Quote is a budgetary amount only. SI will not be liable for calculation errors or rate differences. All sales tax due will be invoiced, as per shipment destination's applicable tax rate(s), with the final invoice if product ships to a state in which SI is registered to collect and remit sales tax (see Quote for current list of registered states). If

Buyer or the end-user qualify for sales tax-exempt status, Buyer must mail, e-mail, or fax a copy of the appropriate state's Tax Exemption Certificate, Direct Pay Permit or Resale Certificate to SI's accounting department. If the certificate(s) Buyer provides cannot be accepted in good faith, SI will impose sales/use tax on these transactions, if applicable. Acceptance of exemption paperwork in good faith does NOT mean these forms will be accepted as valid exemption by the State requiring them. Buyer will complete and return a Sales & Use Tax Exemption Statement required by SI after receiving a signed Quote and Buyer. Failure to return this form promptly will delay shipment of the goods as shipment will not be released without all necessary paperwork on file. Buyer is responsible for remitting sales tax in states SI is not registered to remit sales tax. If SI is installing this product, SI will collect and remit use tax.

**OTHER TAXES:** Prices on the goods are exclusive of all Federal, State, Municipal, Sales, Use, or any other type of tax, including, without limitation, taxes on manufacture, sales, receipts, occupation, use and similar taxes, unless otherwise stated. Any other type of tax not specifically included in Quote that may arise or is assessed as a result of this purchase will be the responsibility of the Buyer.

**MECHANICS LIEN PROCESS:** It is SI's standard operating procedure to issue a preliminary notice and/or notice of intent to file a lien for ALL projects to secure collection of payment. SI reserves the right to file liens per the requirements of the applicable state without reservation to protect SI's interests, including through early notification to Buyer's customer or the end-user of preservation of rights to assert liens. In the event that SI asserts a mechanics lien against the owner of the property, Buyer will be responsible for all reasonable counsel fees, costs, interest, and charges incurred in pursuing the mechanics lien, even if those items are not recoverable against the owner.

**MECHANICS LIEN WAIVER:** Upon written request, SI will provide Buyer with a SI Conditional Lien Waiver if payment has not been received and/or a SI Unconditional Lien Waiver if payment has been received and funds verified. Endorsement of a Buyer supplied lien waiver is at the sole discretion of SI. Buyer agrees that payment will not be withheld if SI standard form and commercially acceptable lien waivers are provided by SI.

### **PROJECT SCHEDULE**

**PROJECT LEAD TIME:** SI issues a tentative Project Lead Time Schedule at time of Quote acceptance. This schedule will remain in effect as long as the Buyer meets Buyer's obligations pursuant to the Quote, the Project Lead Time Schedule and these General Terms and Conditions. Lead times are conditioned upon the receipt of signed Quote, timely turnaround of Shop Drawings by Buyer (as dictated by project circumstances, but in no event more than 10 business days), receipt of final signed/approved Shop Drawings, receipt of all payments when due, return of substrate, and all other required forms. Any delay in submissions/payments/approvals by Buyer will extend lead times and may result in re-pricing due to increased material/labor costs to SI due to the delay.

In the event of any revisions to the Project Lead Time Schedule due to approvals, Change Orders or any other circumstances beyond the control of SI, Buyer acknowledges and agrees that SI has the right to revise the Schedule based on prevailing production schedules, holidays, Solar shutdowns or other events impacting Solar's ability to respond to the revision. SI lead times are increased by one week each for Thanksgiving, the December holiday season, and the New Year's Holiday. Lead times are also increased by three days for Memorial Day, Labor Day, and the 4th of July. If Buyer's project includes any of these holidays, please increase the lead time by the appropriate number of days.

Upon request of Buyer, SI may, in its discretion, offer an accelerated ("Fast Track") Project Lead Time Schedule for an additional cost. SI can have a duty to provide an accelerated project lead time only upon a written Change Order signed by SI.

**ESTIMATED LEAD TIMES/DELAYS:** Project estimated lead times are noted on the Project Schedule provided with or following receipt of the executed Quote. All lead times are subject to change based upon material availability or other situations beyond SI's reasonable control. All orders or contracts, whether or not Fast Track, are accepted with the understanding that they are subject to SI's ability to obtain the necessary raw materials. All orders or contracts, as well as shipments applicable thereto, are subject to SI's current manufacturing schedules, government regulations, orders, directives, and restrictions that may be in effect from time to time. SI will not be liable for delay of shipments caused, directly or indirectly, by or from fires, floods, accidents, civil unrest, acts of God, war, terrorism, pandemic, government interference or embargoes, strikes, labor difficulties, shortage or delay of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond SI's reasonable control. For SI installation, weather must be suitable for work to be done by SI, including a forecast for the week(s) involved, to expect a productive mobilization. SI may not be able to mobilize to site due to weather forecast in its discretion. SI is not responsible for delays due to weather.

Custom colors/finishes requested by Buyer will impact lead times. Buyer must approve samples of custom colors/finishes. The Project Lead Time Schedule will be suspended after samples are supplied until such time as Buyer has approved the samples, in writing.

**BUYER DELAY:** Return of final signed and approved Shop Drawings by Buyer more than 90 days from date of initial submission by SI, or any other material delay in the project caused by Buyer, may result in the adjustment of contract price to offset any increase in the cost of labor/materials to be incurred by SI, plus a reasonable mark-up for overhead and profit. Increases in the contract price will follow the SI Change Order process. Buyer agrees to sign and approve said Change Orders.

### **SITE PREPARATION AND INSTALLATION**

**SITE PREPARATION:** This paragraph applies to both SI installed products and products installed by others. Buyer is solely responsible to ensure that site is prepped and ready based on the approved Shop Drawings for either SI's product or installation crew arrival, including but not limited to rough opening dimension, base wall preparation, curb preparation, etc. Buyer has provided project specific information and approved Shop Drawings to SI. Buyer warrants that all information it provided is accurate. SI will rely on the accuracy of all such information. SI will not be held

liable for any site conditions/installation issues which are related to incorrect or incomplete information provided by Buyer, or on any drawings approved by Buyer. Should SI be delayed at any time during installation, site supervision, or shipment because of any such inaccurate information or through the fault of any other party, Buyer will be responsible for any and all additional costs incurred or required due to delay. SI may determine that delays require SI's installation team or site supervisor to leave the job site and return at a later date at SI's sole discretion. Date of re-deployment of installation team will be at SI's discretion and subject to its scheduling, weather and any other relevant issues. Costs incurred, plus reasonable mark-up, for SI to re-deploy or re-ship will be the sole responsibility of the Buyer. If requested by SI, Buyer will sign and accept a Change Order accepting these charges even if Change Order is received after re-deployment or other delays are suffered.

**SUBSTRATES/WATERPROOFING:** Buyer is responsible to erect curb/base wall/openings for SI's product in accordance with the approved shop drawings. Buyer is responsible for installation of appropriate membrane, flashing or other waterproofing between SI system and applicable substrate, curb, sill, drains and jambs. Surrounding surfaces should be designed and constructed to drain water away from SI system. Water infiltration can occur under SI system if proper waterproofing and drainage is not installed by Buyer. Further, Buyer is responsible for interior waterproofing of greenhouses suitable for misting or fogging systems that create moisture and water inside the structure. Failure to do so can lead to damage to spaces below or adjacent to SI products for which SI can have no liability.

**INTEGRATION OF NEW STRUCTURES WITH EXISTING STRUCTURES:** Integration of new structures with existing structures involves the risk of damage to existing structures. Existing structures can crack or fail during construction through no fault of SI. In the absence of negligence on the part of SI, SI is not liable for any damage caused to existing structures during the process of erection and integration of the SI product into existing structures. In that event, Buyer assumes all responsibility and costs for the replacement or repair of the existing structure (including any of its components), as well as any rework required by SI to remove or reinstall any SI products. It is also Buyer's responsibility to evaluate and determine whether installation of SI's product will impair the function or void the warranties associated with other structures/property of Buyer.

**REQUIRED SUBSTRATE CONDITIONS:** Unless otherwise specified in writing in Quote, the following terms apply to substrate conditions:

Wood: If SI based Quote on wood substrate, SI will be attaching to a standard 2x wood pack-out with proper embedment and edge distances. Standard pack-out is defined as a 2x with a minimum of (2) ¼" Lag fasteners perpendicular to the grain able to withstand a minimum bearing strength of 220lbs at any one point.

Concrete, Core Filled Block, and/or Solid Masonry: If SI based Quote on concrete, core filled block, and/or solid masonry substrate, SI will be attaching to solid concrete with proper embedment and edge distances. This standard pack-out is defined as 2,000psi concrete able to withstand a minimum bearing strength of 750lbs with a 1" embedment for a minimum of (2) ¼" Tapcon fasteners.

Brick/Stone: If SI based Quote on brick/stone substrate, SI recommends attaching to suitable wood pack out designed to maintain the loads required to support SI's systems. Customer will be responsible to secure wood pack out, unless wood pack out by SI is included in Quote. If requested, SI will provide a cost for capping the wood in aluminum. SI will attach the appropriate fasteners to the wood substrate at a required frequency and bearing capacity to meet the appropriate loads.

Steel: If SI based Quote on steel substrate, SI assumes it will be attaching to a maximum 1/8" to 1/4" thick steel member with proper embedment, clearance for complete fastener, a minimum of 3 threads, and edge distances. This steel member is to withstand a minimum bearing strength of 854 pounds-force for a minimum of (2) ¼" Tek 5 fastener. Any non-standard fastener needed to attach to steel will require a change order for additional costs. Additional costs will also apply for SI to install unit into steel members with a thickness more than 1/4".

Non-Filled Masonry Block: If SI based Quote on non-filled masonry block substrate, SI will be attaching to solid concrete with proper embedment and edge distances. This standard pack-out is defined as lightweight block able to withstand a minimum bearing strength of 250lbs with a 1" embedment for a minimum of (2) ¼" Tapcon fasteners, or medium weight block able to withstand a minimum bearing strength of 500lbs with a 1" embedment for a minimum of (2) ¼" Tapcon fasteners.

It is the responsibility of the Buyer's engineer to ensure that the substrate used complies with these minimum standards. To attach to this pack-out, SI intends to use a standard qualified fastener for attachment purposes. Any non-standard fastener, including specialty or code-related fasteners, needed will require a Change Order at additional costs.

If any substrate is not prepared per the approved Shop Drawings, or if the base material does not meet the minimum specified bearing capacity, SI accepts no liability or responsibility for attachment. Buyer agrees to defend, indemnify, and hold SI harmless for any failures or damages caused as a result of fastening into such substrates.

Buyer is also required to ensure that any silicone, sealants, membranes or other products used between SI's products and adjoining surfaces will achieve desired performance. SI can have no liability for the performance failure of any such products unless the specific product (including the manufacturer) is provided to SI in advance of the executed Quote and SI expressly assumes responsibility to provide product that is compatible with the compound/membrane in its Quote.

**SCHEDULING:** Projected installation dates will be determined after receipt of signed Shop Drawings, all required payments, current site pictures showing site is ready for install, together with all other completed applicable paperwork. All installation dates are subject to SI crew and personnel

availability at time of installation, coordination of the work with other contractors on-site, and appropriate weather for safe installation per product type and job site requirements.

SI shall not be held responsible for installation delays due to events beyond SI's control including, but not limited to, acts of God, adverse weather conditions, product/supply shortages, supplier negligence, or Buyer/Contractor/Owner/Architect delays. Buyer/Contractor/Owner/Architect delays may result in additional fees being assessed. If requested by SI, Buyer will sign and accept a Change Order accepting these charges even if Change Order is received by Buyer after re-deployment or other delays are suffered.

**FIELD MEASURE:** If project is within 150 miles of Solar's Pine Grove, PA, corporate facility, field measures will be scheduled within 2 weeks of date of written notification of site readiness, conditioned on the receipt of required payment and project information determined at the sole discretion of Solar Innovations, Inc. If project is more than 150 miles from Solar's Pine Grove, PA, corporate facility, field measures will be scheduled as determined upon notification of site readiness, conditioned on the receipt of required payment and project information determined at the sole discretion of Solar Innovations, Inc. All Field Measure dates are subject to SI availability. SI will not be liable for any consequential damages suffered by Buyer by reason of delay in field measure.

If Buyer has accepted SI's quoted field measure, Buyer will be entitled to one pre-scheduled site visit only. If upon arrival, site conditions have not progressed or are not completed in such a manner as to allow final field measure, Buyer will be responsible for field measure payment. SI will not be responsible to provide any additional visits for field measure unless SI agrees to an additional site visit through a signed Change Order that includes all additional costs and expenses incurred by SI. In the absence of an acceptable field measure, SI will provide the product based upon the final Buyer-approved Shop Drawings for dimensions and substrates. It is the responsibility of Buyer to hold dimensions of openings to within 3/8" tolerance for window/door sizes. Buyer will be responsible to rebuild openings that do not conform to that tolerance, as well as all re-mobilization or other costs incurred by SI due to non-conformity.

**SI INSTALLATION:** Installation services may be offered to Buyer at the sole discretion of SI. Prices are subject to final inspection of the job site conditions. SI may use subcontractors and/or contract labor to supplement its crew in its discretion. Installation cost may be adjusted, or installation services denied based on site conditions, prevailing and union labor, or demolition requirements where applicable. SI Quote does not include field measurements, unless approved by SI in writing. SI assumes all shipments are to ground level only. Refer to Terms of Shipment section for further shipment information. If the product is installed above ground floor, a freight elevator of sufficient size, crane, hoist, or other type of acceptable equipment as to allow movement of materials without restriction must be made available at Buyer's expense. If that is not available, there will be an additional charge for a different means of transportation and unloading, including applicable labor. All staging and scaffolding is not included in installation pricing and must be provided by Buyer to SI, where applicable, unless assumed and quoted as a cost in SI's Quote. All electrical hook-up and wiring, plumbing, other mechanical connections and restroom facilities are excluded and will be provided by others, unless specifically included in Quote. Installation may be noted as "plus expenses", which includes but is not limited to the following: lodging, food, tolls, parking, and unforeseen installation and construction costs. The above amount is calculated per job due to fluctuations in costs and conditions throughout our installation area. Demolition and removal of debris, including removal by dumpster, is not included in installation costs; should SI be forced to provide a dumpster or haul away debris, an additional charge will be required. SI reserves the right to adjust or substitute/alter installation crews based on availability and scheduling needs of SI. If Verizon cell phone service is not readily available at the site, Buyer must provide a land line or other phone service readily available for the benefit of SI Installation Crew. Buyer authorizes SI to place a sign on the project site identifying SI as a glazing contractor at the site.

SI will not be held responsible for any damage to the premises or anything on or around the premises during the installation process or any time before or thereafter, except in instances of gross negligence by SI. SI will not be held responsible for items that are lost, stolen, or damaged on the premises, from the premises, or around the premises, except in instances of gross negligence by SI. Unless specifically included in Quote, SI does not provide temporary, overnight, or weekend weather protection for the property of Buyer or the work of other trades. Buyer must arrange to protect installation site, as well as the work and equipment/property of other trades, to Buyer's own satisfaction. Buyer agrees to protect and/or cover all substrate conditions from inclement weather, frost, or other conditions that would adversely affect proper adhesion of sealant. Buyer must provide a secure location for storage of SI deliveries, as well as SI's equipment and materials during installation. SI does not provide finishing services to wood or other Products and will not be held responsible for finishing services required as a result of installation or any time before or thereafter.

Application of silicone and other sealants may be required between SI products and substrates or surfaces prepared by others. Silicones and other sealants may be designed or suitable for use only with specific products and surfaces. It is the responsibility of Buyer to specify the surfaces to which SI's products will be applied and designate a specific sealant to be used that is compatible with the surfaces. Except if SI fails to use the sealant designated by Buyer in the Quote/approved Shop Drawings, SI is not liable or responsible for the choice of/failure of sealants designated by Buyer under any circumstances. Any sealant designated by the Buyer after the execution of the Quote is subject to availability and may extend lead times for the project. Costs associated with any delay will be the responsibility of the Buyer.

Site rules of Buyer or any third party must be disclosed to SI prior to execution of the Quote. Any such rules supplied after Quote execution will result in a change order associated with increased costs, if any, of SI. Should SI be delayed at any time for any reason during the installation process at the fault of any other party, Buyer will be responsible for any and all additional costs incurred or required due to delay. Costs incurred plus reasonable mark-up for SI to re-deploy will be at the sole responsibility of the Buyer. If requested by SI, Buyer will sign and accept a Change Order accepting these charges even if Change Order is received after re-deployment or other delays are suffered.

Buyer agrees to provide a safe and clean workplace for SI's installation crew. Buyer is responsible to arrange for safe access to SI's work, including safe and dry walking surfaces. SI reserves the right to delay or cancel an installation by SI if, in SI's judgment, extreme weather, travel conditions, site or environmental conditions increase the risk of injury to SI's installation crew.

**JOB MEETINGS:** SI representative will attend progress or coordination meetings while SI crew onsite. Any other meetings shall be by telecommunication participation, unless agreed to in writing and Buyer agrees to time and expenses billing for meeting attendance.

**CLEANING:** Unless an accepted line item on the Quote, SI does not provide any cleaning of glazing or surfaces prior to or upon substantial completion. An industry expert in the cleaning of glazing and other materials should be consulted to ensure construction debris or dirt does not damage the glass or surface finish.

**PUNCH-LIST ITEMS:** Upon substantial completion of SI's installation, punch-list items shall be documented in writing and signed by Buyer or Buyer's authorized representative prior to SI's departure from the site. For projects that are installed by floor or staged installation, Buyer agrees to provide a timely punch-list for each floor or stage of installation. Any items not on the punch-list are waived. Buyer or Buyer's Authorized Representative MUST be available, at the time of completion by SI's install crew, to conduct a walk-through and create a punch-list. Absence from the site at that time by Buyer will be considered acceptance of the job as complete and free from punch-list items. Unless agreed otherwise in writing by SI, punch-list items will not be completed until payment is made in full for the original project, less only a dollar value assigned to outstanding punch-list items (not to exceed two times the reasonable value/cost of the punch-list items).

**FIELD TESTING:** Buyer acknowledges that, despite the best efforts of any manufacturer and/or installer, glass products have an inherent risk of failure in field testing. Transportation, installation, care and maintenance, etc. can affect the immediate performance of the products. In the event Buyer's project involves field testing, SI will be given the opportunity to investigate and evaluate any field-testing failures involving its product or work. Consistent with AAMA 502-12 and/or AAMA 503-08, SI will be given every reasonable opportunity to remediate any failures that Buyer or any other party attributes to SI.

All field-testing requirements must be disclosed in writing by Buyer prior to issuance of the Quote and must be specifically included on Quote by SI as an independent line item. All field testing must be executed in accordance with AAMA 502-12 (including but not limited to the static water pressure limit of 2/3 of the testing or rated laboratory performance) and/or AAMA 503-08 standards, especially with reference to test method, sampling, and remediation. If field testing is not included as a line item on SI's Quote, Buyer will pay all costs of SI's crews to investigate, evaluate, and remediate test failures. However, Buyer will not be responsible for any such costs determined by SI to be due to the fault of SI.

**SERVICE WORK:** Timing of service work is at discretion of SI and is subject to crew/technician availability, weather, scheduling requirement of SI or any other relevant issue. If Buyer requests work to be completed on-site in relation to this order or any subsequent orders in relation to this project, and it is found by SI that the work completed by SI was to correct errors, damage, inadequate installation, etc. by any other party, Buyer will pay SI for the reasonable cost of the service work and related expenses. Payment shall include the value of all parts provided, as well as to reimburse SI for related expenses and labor at its prevailing rates per man hour. SI will maintain lien rights and the right to void warranty for lack of payment.

**BUYER INSTALLATION:** Unless otherwise specifically provided, the Buyer (or its contractor) has full responsibility for the installation of the goods. Upon request, SI may provide contact information for independent installers who have experience in installing SI's products; however, SI shall not endorse, or be liable for, any work provided by independent installers. In projects for which SI does not install its product, substrate anchors/fasteners, exterior sealants, backer rod and perimeter silicone are provided by Buyer/others, unless specifically enumerated in SI's Quote.

Buyer assumes all responsibility for movement of SI's product upon delivery, unless communicated otherwise, in writing, by SI Management. Buyer is advised to consult with a trained professional for purposes of lifting and moving SI product, particularly pre-glazed units. Lifting product using improper contact points or methods can result in damage to SI's product. Buyer assumes all responsibility for any such damage. SI can have no responsibility or liability for damage to product occurring after delivery.

SI provides up to three (3) standard fasteners per bay. Standard fasteners to only include one of the following at SI's discretion: 3/8" Lag, 1/4" Tek 5, or 3/8" Power SKRU. Substrate fasteners outside of these parameters are excluded unless specifically identified as a line item in the Quote.

Silicones and sealants for attaching SI's product to adjacent surfaces are included in amounts per SI's standard silicone usage calculator.

To the maximum extent permitted by law, Buyer shall defend, indemnify and hold SI harmless from any and all claims or causes of action relating to the installation by others of the product of SI. This duty to indemnify shall apply whether the product of SI was installed through a contractor hired by Buyer or any other party (including any independent installer whose name was provided by SI). Buyer's duty to indemnify SI shall apply to any and all claims or causes of action for bodily injury, property damage, product failure, breach of contract or otherwise made by any third party that alleges that the damages were caused, in whole or in part, by the manner of installing the product of SI. Buyer must provide independent counsel, at Buyer's expense, to defend SI from all claims in any lawsuit or claim in which it is asserted that the manner of installation of SI's products by others caused the damages. The duty to provide defense counsel at the expense of Buyer shall apply even if it is also alleged that the product of SI was defective or deficient in any way, provided that the manner of installation is alleged to have been a contributing factor to the loss. Further, Buyer shall have a duty to indemnify SI from any judgment in which Buyer or the installer retained by Buyer or other (including that installer's subcontractors) is determined to have been partially at fault for the loss. The duty to indemnify shall apply even if it is ultimately determined that the product of SI was deficient or defective, provided that the manner of installation is determined to have been a contributing factor to the loss. The parties agree that Buyer's duty to provide a defense and indemnify SI shall be to the fullest extent permitted under applicable law.

**SITE SUPERVISOR:** If Buyer has accepted SI's quoted line item to supply a Site Supervisor, that individual will provide guidance and recommendations for the benefit of Buyer. SI's Site Supervisor will not be responsible for the outcome of installation, rework on the project, or meeting of any project specifications, nor will SI warrant any installation. All such responsibility will remain with Buyer. While SI may communicate to Buyer issues relating to installation or site preparation, SI does not assume responsibility for installation inconsistent with their manuals and Shop Drawings. SI's quoted line item includes specific time frames for Site Supervisors. SI may decline requests for additional time on site, regardless of the project's progress or state at time of Site Supervisors scheduled departure, after meeting quoted obligation. If SI Site Supervisor does remain on site to assist Buyer beyond quoted obligation, Buyer will pay SI quoted daily rate plus expenses. All working supervisor additions will be at SI's prevailing rates, unless otherwise agreed to by SI in writing.

## **REGULATORY AND TECHNICAL REQUIREMENTS**

**LICENSES/FEE/PERMITS/INSPECTIONS:** Any and all applicable licenses, fees, and/or permits required for the Project are the sole responsibility of the Buyer. Where applicable, Buyer shall secure and pay for all permits, fees, licenses, and inspections by all government agencies necessary for proper execution, completion and approval of SI's work. Under no circumstances will SI assume responsibility for securing building permits or arranging associated inspections. Customer will provide proof, upon request, that all required equipment and permits have been secured as a condition of scheduling installation. Buyer shall be liable to SI for all costs incurred by SI as a result of the Buyer's failure to secure and pay for any permits, fees, licenses, and inspections. Buyer is required to obtain approval/acceptance from Local Code Officials with regard to product manufacturing, specification, and performance prior to Quote acceptance.

Unless indicated otherwise in writing, SI's Quote assumes that the project's jurisdiction does not require any licensing or registration for contractors. If SI learns of such a requirement after Quote acceptance, SI may withdraw from the project and cancel the contract, without penalty or obligation. If SI can provide compliance with licensing and/or registration requirements, this provision shall not prevent the parties from negotiating amended terms to delay or modify the contract.

**U-VALUES:** SI's product does not include any warranted U-Value unless it is specifically requested by Buyer in advance of the issuance of the Quote and referenced in the Quote.

**BUILDING CODES:** SI's structures are designed to meet or exceed most known building code requirements. The Buyer should be aware that different localities may have different code requirements pertaining to glazed structures. Interpretation of building code criteria and compliance with it is the sole responsibility of the Buyer or its agent(s). It is recommended that Buyer obtain approval/acceptance from any state, local, or other code officials prior to Quote acceptance. SI SHALL NOT BE HELD LIABLE IN ANY RESPECT OR FOR ANY COSTS, CLAIMS OR DAMAGES RESULTING FROM NONCOMPLIANCE IN ANY WAY WITH APPLICABLE LOCAL, STATE OR NATIONAL BUILDING CODE REQUIREMENTS.

Buyer has specified to SI any applicable statutory, Building Code or ADA requirements applicable to Buyer's work in the contract. Buyer agrees that SI is not responsible for compliance with statute, Building Code, ADA or any other code, drawings or specifications not specifically included in the contract. It is Buyer's duty to specify code or handicap accessibility compliance requirements as part of the quoting process. SI has no responsibility to provide product design not specified in the signed Quote. Buyer assumes responsibility to verify that SI's Shop Drawings comply with applicable Building Code and ADA requirements. SI also assumes no responsibility or liability for opinions of Professional Engineer retained to review and stamp drawings.

**INSURANCE:** SI carries insurance coverage. Amounts of coverage are available for Buyer's review upon request. Any cost adjustment necessary to increase the coverage to meet Buyer stipulated insurance requirements (above what SI currently carries) will be the responsibility of the Buyer. Certificates of Insurance are available upon request.

**BUYER REQUEST FOR ADDITIONAL MATERIALS/SERVICES:** SI will not grant any allowance or honor any back charge. Custom jobs require numerous custom parts, and SI will be held harmless by the Buyer from any shortages, as long as it exercises due diligence in reducing such shortages. These types of requests shall follow SI's Service Proposal process. Any or all additional material needed to complete a job will be shipped standard ground.

**PERMISSIBLE VARIATIONS, STANDARDS, AND TOLERANCES:** Except in the particulars specified by Buyer and expressly agreed to in writing by SI, all goods to be manufactured by SI shall be produced in accordance with SI's standard practices. All goods, including goods produced to meet exact specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimensions, weight, finish, straightness, section, composition, and mechanical properties, normal variation in surface, internal conditions, quality, deviations from tolerances, and variations consistent with practical testing and inspection methods. Certain finishes (wood, veneer, etc.) have natural variations in appearance and are inherent in the product. SI reserves the right to substitute comparable components and parts that do not impair function or overall appearance of its product.

**ENGINEERING AND DESIGN:** Shop Drawings provided may illustrate various anchoring clips available through SI. Each clip is engineered and designed to withstand a specified maximum allowable load based on the strength of the clip material and fasteners joining the clips to SI's materials. Since underlying bearing materials are unknown to SI, SI cannot determine the appropriate anchoring conditions. Consult with a registered architect or engineer to obtain the loading condition requirements under local building codes in order to select the appropriate anchoring fasteners and clips to the existing structure. Where the underlying bearing materials are either unknown or found to be unsuitable by others, Buyer should consider other means of supporting the ridge loads such as a column supported ridge beam. Where a column supported ridge beam is recommended, footers shall be supplied by others. Any increased engineering or material needs will be at the expense of the Buyer, unless otherwise agreed to in writing by SI. Quote is subject to an engineering review by SI before the project is released to drafting. SI reserves the right



to withdraw bid or adjust price after Buyer has provided final/revised design requirements including but not limited to seismic and/or hurricane regulations. SI does not recommend glass being provided by Buyer or warrant panel sizing if glass is provided by Buyer. It is the Buyer's responsibility to confirm panel sizes when glazing panels and adjusting shims to SI's panel sizing per Shop Drawings.

For projects over six stories in height or when site conditions/design considerations otherwise dictate increased water infiltration performance, it is Buyer's duty to secure engineering or other technical certification that the design in the specifications and SI's Shop Drawings (including compatibility with adjoining surfaces) will meet Buyer's desired standards for water infiltration. SI shall have no liability for water infiltration if Buyer chooses not to secure such consultation and approval. Any changes to design recommended by any consultant that requires a change in SI's design will be subject to the Change Order process, including revised pricing as warranted.

**ENVIRONMENTAL CONSIDERATIONS:** Buyer shall determine the suitability of a quoted product for intended use relative to live and dead loading requirements, design, thermal considerations, climate conditions, mold, icing, and condensation mitigation, and conformance to all building codes. SI can provide preliminary design data only and it should be verified by a qualified professional. Extreme weather conditions during installation or upon project completion can impact product performance. Extreme cold, high humidity or other site conditions can cause unexpected condensation or other performance issues. Structural design, including features such as concrete buildings, radiant heat, or other factors, can impact product performance. Buyer agrees to consult with Buyers' design professionals to determine whether Buyer's environmental conditions are suitable for SI's product. Buyer agrees SI has no responsibility for product failure due to environmental conditions.

Buyer also acknowledges that SI's system is not designed to address interior water sources, such as watering/misting systems or humidifiers commonly used in greenhouses. It is Buyer's responsibility to properly manage and address interior water sources that could impact the performance of any structures or skylights. It is also Buyer's responsibility to adequately ensure any needed waterproofing of floors, curbs, walls and other structures provided by others to ensure that water damage to Buyer's structure or property is prevented.

**SPECIAL ORDERS:** If any material to be manufactured and/or sold by SI to meet Buyer's particular specifications or requirements is not part of SI's standard line offered by it in the usual course of SI's business, Buyer agrees to defend, protect, and hold harmless SI against all claims, of actual or alleged infringement of any United States or foreign patent, copyright, trademark, or other intellectual/proprietary rights of any other party.

## WARRANTIES AND LIMITATIONS

**BUYER'S FAILURE TO PAY ALL SUMS DUE IN STRICT ACCORDANCE WITH SI TERMS AND CONDITIONS/QUOTE WILL VOID APPLICABLE WARRANTIES.**

**WARRANTY:** Buyer agrees SI's standard warranty, in effect as of the execution of the Quote, will apply. SI's warranty can be viewed, downloaded, and printed from our website at <https://solarinnovations.com/information/warranty-information/>, or simply ask one of our representatives to provide a copy. Warranty is valid upon the receipt of interior and exterior photographs of the completed project submitted through the SI warranty registration webpage at <https://solarinnovations.com/information/warranty-validation-form/>.

**BUYER'S INSPECTION OF GOODS:** Buyer shall inspect the goods ordered not later than five (5) business days after receipt. If the goods do not conform to the contract between Buyer and SI or are damaged or defective, Buyer shall notify SI in writing of such nonconformity or defect (and supply accompanying pictures of defect or nonconformity) no later than five (5) business days after delivery and afford SI a reasonable opportunity to inspect the goods. Buyer assumes all risk of untimely notification to SI of non-conforming goods or goods damaged during transport that do not meet the notification requirements of the carrier's claims procedures. Buyer shall not return any goods without the prior written consent of SI. If, in SI's opinion, the goods are defective or do not conform to the contract between Buyer and SI, SI shall furnish instructions for their disposition. Every claim on account of defective or nonconforming goods or due to any other cause shall be deemed waived by Buyer, unless made to SI in writing within five (5) business days of Buyer's receipt of the goods to which such claim relates. Failure to give such notice, including all supporting documentation and photographs, shall be conclusively deemed acceptance of the goods by the Buyer.

**BUYER'S REMEDY:** Buyer's sole and exclusive remedy for nonconforming or defective goods shall be replacement or repair of such goods by SI at the original point of shipment. If installation by SI, Buyer's sole and exclusive remedy shall be repair of any defective performance. In all instances, SI will be given the reasonable opportunity, following written notice from Buyer, to issue and implement a plan to correct any deficient performance. SI must correct performance within a reasonable time, subject to existing material, production and installation lead times of SI. Buyer shall take no corrective action itself or by others while SI is in compliance with this paragraph. SI shall not be liable for the cost of any labor or materials expended by others prior to reasonable efforts by SI to correct performance. In no event shall SI be liable for any special, direct, indirect, incidental, or consequential damages to anyone by reason of the fact that such goods that are delayed, defective or nonconforming. SI SHALL NOT BE LIABLE FOR ANY OTHER COSTS, EXPENSES, CLAIMS, OR DAMAGES OF ANY KIND HOWSOEVER CAUSED, WHETHER FORESEEABLE OR NOT, INCLUDING (WITHOUT LIMITATION) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, HOARDING, OR SPECIAL DAMAGES. SI CANNOT BE LIABLE FOR LIQUIDATED OR DELAY DAMAGES UNDER ANY CIRCUMSTANCES. The Buyer, by acceptance of the Quote, expressly waives any right to all such costs, expenses, claims, and damages. Liability of SI is limited to the repair or replacement of the defective part and/or installation, but never more than the original contract price. If known nonconforming goods are shipped at the direction of Buyer, Buyer assumes all responsibility and cost to install or retrofit goods with conforming parts to be supplied at a later date by SI.

**OPERABLE PRODUCTS:** Operable sloped and vertical vent products should not be operated when there is excessive snow, ice, or any other weight on the product. Operable sloped and vertical vent products must remain free of debris for proper operation. Operable sloped and vertical vent products should not be operated when the wind is blowing in excess of 50 mph, based on an exposure rating of B. Failure to comply with these

limitations will void the warranty on the operable sloped and vertical vent products or any component thereof. SI shall not be liable for damage to Buyer's structure or items contained therein due to Buyer misuse of product or failure to close product openings during inclement weather.

Due to the moving parts, operable skylights have a greater inherent risk for air and water infiltration and malfunction through an outside agency. Items which cannot tolerate moisture should not be placed near/under the skylight's opening. Even if utilized on skylights, rain sensors can malfunction or user error (not closing the skylight) can create a hazardous environment for the items near/under the opening. Proper planning for the space below the skylight, and the space's contents, is critical for appropriate use. Solar Innovations, Inc. accepts no liability for damage on any items placed near/under the opening due to water penetration.

In the event Buyer's project utilizes electronic access controls, whether supplied or installed by SI or others, Buyer acknowledges that such systems can fail in such a way as to lead to water or other damage to surrounding property if not properly monitored. Buyer assume all liability for any such circumstances.

Operable products may require force to operate. It is the responsibility of Buyer, if there are limitations or requirements for force needed to move operable products, to bring requirements to the attention of SI as part of the quoting process. SI shall have no responsibility to meet any such requirements not communicated to it prior to quoting and included in the approved shop drawings.

**GLAZING:** Variations in glazing tints occur in colors, coatings, and inter layers and may vary by batch. Industry standards govern the acceptance of these variations. Monolithic glazing may cause condensation to occur on glass surface. SI recommends using insulated glass to minimize condensation caused by temperature differentials. Condensation may still occur in high moisture environments, such as pool enclosures or greenhouses.

In those circumstances when Buyer provides the glass, Buyer assumes all responsibility that the glass suits Buyer's needs, including performance, specification, code compliance, etc. If shipped to SI for SI glazing, SI will inspect the glass only upon glazing (not upon SI receipt). For glazing by Buyer, it is Buyer's responsibility to confirm panel sizes in shop drawings and install per industry standard, including use of shims and other components to meet desired specification.

**CUSTOMER SUPPLIED/SPECIFIED ITEMS:** All hardware and accessories supplied or requested by Buyer that are outside of SI's standard offerings, including custom finishes, colors, hinges and hardware specified by Buyer, will be at Buyer's risk. SI cannot be held liable for any color variations, performance, durability, non-conformity, or other issues associated with Buyer's selection, or any other claims. Hardware/selections must be supplied to SI prior to drawing approval. Buyer must supply CAD drawings or additional costs for drafting will apply. Buyer is responsible to confirm compatibility of hardware with SI product. SI will not maintain hardware or supply warranty on hardware provided by Buyer. If hardware is not compatible with SI product, Buyer is responsible for all replacement costs. Buyer assumes all risk of project delay associated with any such custom supplied/specified components.

## SHIPMENT

**TERMS OF SHIPMENT:** Terms of shipment are FOB SI dock (Pine Grove, PA). If accepted on Quote, SI will arrange shipment with a third-party common carrier for the convenience of Buyer. Thereafter, the shipment of the goods shall be at Buyer's risk. SI shall use its best judgment in choosing the best third-party common carrier for the specific shipment; however, SI shall not be held responsible nor liable for deficient delivery by the third-party common carrier. SI will work diligently with Buyer to resolve any issues with the third-party common carrier. All claims and allowances for damage to/loss of the goods incurred in transit must be filed solely against and presented to the common carrier by the Buyer.

In case of delivery by SI's own fleet, SI shall not be responsible or liable for delay or damage to the shipment after it leaves SI's dock (Pine Grove, PA), irrespective of the cause of the delay or damage. In the event of damage during transit by SI's fleet, SI will re-fabricate the project in a time frame consistent with the applicable lead time in the Quote.

If Buyer does not authorize shipment from SI's property for more than fifteen (15) days from the date the goods are completed and ready for shipment, SI will invoice Buyer for all remaining balances due under the contract. In addition, monthly storage fees will be assessed at 2% of total contract price or \$200 per month, whichever is greater. SI retains title until storage fees due are paid in full. In the event Buyer has not accepted delivery of the product by six (6) months after notice of readiness for shipment, SI may issue a fourteen (14) day notice to accept shipment. If Buyer does not arrange for shipment within that time, SI is entitled to declare the product abandoned and dispose of the product in its discretion without waiving any rights to further payments owed.

**SI STANDARD SHIPMENT:** Quoted shipping assumes a standard size common carrier closed trailer at customary rates, with crates being hand unloaded or removed with a forklift by the Buyer. Manner of crating and order of shipping is at SI's discretion. Additionally, SI will select the common carrier that is best suited for SI's needs at the time of shipment. SI will make every reasonable attempt to coordinate arrangements between the Buyer and the common carrier.

Quoted shipping costs are estimates only. Buyer is solely responsible for increases in shipping costs. In the event of pick-up by Buyer at SI facility, Buyer will still be responsible for loading and handling fees. Buyer should seek estimated costs for pick-up as part of the Quoting process and in all events prior to arriving at SI facility.

If Buyer requests and/or requires: special trucking, special crating, customized delivery schedules, expedited shipment or other special features that are not part of accepted Quote, Buyer agrees to pay for increased costs, plus reasonable mark-up. Buyer will sign and accept a Change Order

accepting these charges. SI will invoice Buyer accordingly. Alternate arrangements are subject to availability and logistics at the time of shipment as shipping costs are estimates only and are not available in all areas.

**TITLE:** Unless shipment is by SI's own fleet, title of the manufactured product passes to Buyer upon loading with Buyer's or third-party common carrier at SI's dock. SI shall retain a security interest in all such shipments until full payment is received. Upon transfer of title, all responsibility to insure any such shipment against loss rests solely with Buyer.

**DAMAGED SHIPMENTS:** Buyer shall not reject damaged shipments but shall accept same and preserve its remedies against the appropriate party. If shipments are damaged while in the possession of the carrier, Buyer or any party other than SI, Buyer will be responsible for any and all additional costs and expenses, including re-fabrication, shipment of replacement components and/or remobilization of Site Supervisor or Installation crew, incurred by SI as a result of damaged shipment. All damages, suspected damages, or quantity shortages, as viewed upon arrival, must be clearly noted on the Proof of Delivery with a Buyer representative's signature. Buyer must immediately notify SI of any such events, in writing.

#### **MISCELLANEOUS CONTRACT PROVISIONS**

**AUTHORITY:** The individual(s) that executed the Quote on behalf of Buyer warrants that he/she has the full authority of Buyer to do so. It is agreed that SI shall be entitled to rely upon email approvals, facsimile and/or other forms of electronic signatures from Buyer's representatives in all matters. Said email approvals, facsimile and/or other forms of electronic signatures shall be binding and deemed to carry the full force and effect of original ink signatures directly signed by the Buyer.

**RIGHT OF USE:** SI reserves the right to bid/quote any project to other customers of SI. SI shall have the right at any time, and from time to time, to photograph, or otherwise create copies, renderings or drawings, of the project and to reproduce or publish such items for any purpose. Any photographs or renderings of projects used by Buyer for marketing purposes must acknowledge SI as manufacturer. Warranty validation requires the receipt of interior and exterior photographs of the completed project. Buyer approves for publication (by print, electronic, presentation media or other means) any photographs, renderings, digital or print media of project provided by Buyer to SI. Buyer represents and warrants to SI that Buyer has the authority to authorize and license rights of use to SI. Buyer will defend, indemnify and hold SI harmless from claims of any third party arising out of SI's use of any such materials. All pricing provided assumes full rights will be provided.

**APPLICABLE LAW:** These terms and conditions and all orders placed by Buyer with SI hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws and rules. **If any clause herein conflicts with applicable state law of the project's location, applicable law will govern. All other clauses not in conflict with this document will remain applicable.**

**STATUTE OF LIMITATION:** Any suit or action of Buyer for breach of contract, including a claim for breach of warranty, must be brought within one year of the date on which the cause of action occurred. Unless otherwise provided by applicable law, any such cause of action will accrue upon the date of shipment of the goods to Buyer or Buyer's agent or contractor or date of substantial completion of installation by SI. This one-year statute of limitations cannot be extended under any circumstances, except upon written waiver or agreement by SI.

**JURISDICTIONAL STATEMENT:** The parties agree that the Court of Common Pleas of Schuylkill County and/or the federal court sitting in the Middle District of Pennsylvania shall be the sole and exclusive courts having jurisdiction to hear and adjudicate any dispute(s) between the parties. In the event that Buyer institutes suit in any other jurisdiction, Buyer shall be responsible to pay all reasonable counsel fees and costs incurred by SI in contesting the jurisdiction of that Court. SI is not liable to compensate Buyer for any of Buyer's expenses in pursuit of litigation.

**COUNSEL FEES:** Buyer will reimburse SI for all reasonable counsel fees and costs incurred, provided that SI is the substantially prevailing party, in any dispute or litigation between the parties, mechanics lien actions, or bond claims.

**WAIVER:** A waiver by SI of any breach of contract by Buyer shall not constitute a waiver by SI of the continuation of such breach or of any other breach of contract by Buyer.

**AMENDMENTS:** The parties' contract may be modified only by a written document signed by an authorized representative of SI (manager level or higher).