

TERMS OF SALE



Quotations & Orders

1. Quotation is in USD unless otherwise indicated and is based on information provided to SolarPath Inc. at time of quotation, i.e. location, application, operating profile, etc., and is the responsibility of purchaser to confirm that said information is accurate.
2. Orders are not considered accepted until Purchaser receives a written order confirmation from SolarPath Inc. Prices are firm for orders released to production within 45 days from issue date of quotation.
3. Unless otherwise noted, pricing is FOB New York USA with title to goods and risk of loss passing to Purchaser immediately upon shipment from SolarPath Inc facility, and is exclusive of transportation, duties, VAT, sales tax, inspection fees, storage fees, or any other levies required by Local, State, Federal or Country law or regulations.
4. Unless otherwise noted, orders are considered to be released immediately to production; however, Purchaser may indicate on their purchase order that they require submittal drawings be sent out and returned to SolarPath Inc. marked "Approved" or "Approved as Noted" prior to release to production. SolarPath Inc may also, at its sole discretion, require the Purchaser be sent submittal drawings that must be returned "Approved" or "Approved as Noted" before order is released to production. If submittals drawings are sent out by SolarPath Inc, all lead times will start from date the signed and approved submittal documentation is received.
5. Any submittals returned marked "Approved as Noted" or "Revise and Resubmit" may result in a pricing change which in turn will require either a Change Order or revised Purchase Order be sent to SolarPath Inc. before order is released to production or new submittal drawings are generated.

Payment

1. Commercial buyers (Including distributors and contractors):
2. Orders under \$15,000 – 100% Advance
3. Orders over \$15,000:
4. 50% Advance payment at time of order.
5. 50% Due before shipping.
6. Government and municipality direct buy – 50% Advance, 50% Net 30 available.
7. No Freight allowance.
8. Advance payments are non-refundable.
9. All custom made products are to be paid 100% in advance. (Including custom requested color and other modifications).

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10. For credit based payment terms (COD, Net-30 and the like), Payment should be received by SolarPath no later than 10 days from due date. Payments received by SolarPath later than 10 days after due date will incur a 9% monthly late payment penalty.
11. Remaining balance for advanced payment of cash orders is due within 10 days of notice to customer that goods are ready to ship and payment is due. If within 45 days from notice, the full balance is not received by SolarPath, the products produced for the said order may be refurbished and the non-refundable advance payment will no longer be considered as credit on the buyer's account.
12. Purchaser shall not be entitled to withhold payment of any invoice by reason of any right of set-off or counter-claim.

Cancellation & Returns

1. All sales are final.
2. Customer shall visually inspect each shipment upon receipt of the Goods. Any Goods not rejected within five days of receipt, for obvious defects; and within 14 days of Buyer's receipt for defects which are not obvious defects, shall be deemed to have been accepted by Buyer.
3. Customer may return products for replacement with identical product providing that the product is under warranty and is deemed to be defective by SolarPath and subject to SolarPath's prior written consent. Return shipping costs is the responsibility of the buyer and must be pre-paid by the buyer. Shipping costs will be reimbursed to customer if product is indeed deemed defective by SolarPath. TRANSFER OF OWNERSHIP All delivered Goods shall remain SolarPath's property until all outstanding accounts resulting from the business connection have been cleared, including the clearance of any and all payments by check .
4. All returns for any reason must include a Returned Merchandise Authorization (RMA) number which is issued by SolarPath Inc. Shipping charges from Purchaser's location to SolarPath Inc. are the responsibility of Purchaser. SolarPath Inc. assumes no responsibility for any returns received without an associated RMA number.

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Freight & Delivery

1. Purchaser must make arrangements to properly receive, and if necessary, store the goods. If Purchaser refuses or fails to take delivery of the goods, they shall still be deemed to have been delivered and SolarPath Inc. shall be entitled to arrange storage either at its own premises or elsewhere on Purchaser's behalf and at Purchaser's risk and expense, subject to Item 14. Below.
2. Any transportation, unloading, reloading, storage or other fees incurred by SolarPath Inc. as a result of Purchaser's inability to take delivery of goods for any reason shall be the responsibility of the purchaser and shall be charged back to Purchaser at actual cost (inclusive of legal expenses) plus 18%, and shall be due immediately.
3. Delivery from SolarPath Inc. is to be in a single shipment unless otherwise noted on the Purchase Order. Other goods may be shipped separately direct from supplier if supplier is other than SolarPath Inc.
4. Shipping lead times provided by SolarPath Inc. at time of quotation and subsequently at order confirmation are based on many factors, some of which are out of the direct control of SolarPath Inc. and as such are subject to change. Under no circumstances shall SolarPath Inc. be held liable for consequential or other direct or indirect damages or loss suffered by Purchaser as a result of SolarPath Inc. inability to meet the expected shipping lead times stated, nor for any delays which occur during transportation.
5. Shipments must be checked upon arrival for shortages or damages in transit, with any reports of shortages or shipping damages needing to be communicated in writing to SolarPath Inc. within two (2) business days of receipt of goods.
6. Goods shall perform per standard product or specification sheets and/or indicated on Submittal Drawings (if provided). No additional performance guarantees apply, unless supplied by SolarPath Inc. (in writing), specific to this Purchase Order. System sizing and information is based on original information provided by Purchaser to SolarPath Inc.
7. SolarPath Inc. reserves the right to substitute items, components, etc. that are materially equal in performance to those ordered and/or shown on Submittal Drawings (if provided).

Poles & Installation

1. If Poles provided by SolarPath Inc. as part of this system shall meet all wind load, weight and EPA requirements based on the information provided to SolarPath Inc., however, SolarPath Inc. assumes no liability for conformance to any state, local, or unpublished building, or other codes, or for poles provided by others, unless said liability was purchased as a separate line item and indicated as such on the Purchase Order.
2. Poles provided by SolarPath Inc. includes all hardware required to mount the PV panel rack to the pole (tenon), the battery enclosure and fixture to the pole, and the pole to the base (if applicable). Poles provided by others will require a tenon (size as specified by SolarPath Inc.) and hardware to attach the pole to the base (if applicable), and many require different hardware to

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3. mount the battery enclosure and fixture to the pole than what SolarPath Inc. supplies, all of which shall be the sole responsibility of the purchaser.
4. Installation is NOT included and shall be the responsibility of the purchaser unless otherwise noted. Purchaser assumes sole responsibility for determining the location where poles are to be installed and to ensure that there are no issues with regard to shading, underground wiring, sewage lines, etc.
5. Unless SolarPath Inc. Factory Commissioning was purchased or otherwise noted in writing, SolarPath Inc. shall bear no responsibility for unsatisfactory system performance due to site-specific variables such as shading, local air quality/environmental concerns, etc. even when specific site information has been provided to SolarPath Inc.

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Warranty

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

Miscellaneous

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