

## TERMS AND CONDITIONS OF SALE

**1. Payment Terms** Payment terms for this order are as specified above. All amounts past due shall be subject to payment of interest on such overdue amount at the rate of 1½ % per month. All costs incurred to collect such amount, including collection agency fees, court costs, and/or attorney's fees, shall be paid by the Buyer. Seller shall retain a purchase money security interest in all goods until full payment for such goods is received. Buyer shall execute any documents required by Seller to perfect such security interest in the goods, and where permitted Buyer hereby authorizes Seller to sign and file the same without Buyer's signature. Buyer agrees to pay any and all expenses related to the preparation and filing of such documents. Buyer acknowledges that Seller has the right to limit the amount of credit extended to Buyer, refuse further credit, or require a deposit or full payment as a condition of shipment. Seller shall not be required to proceed with performance of this contract while Buyer is in default under this or any other contract with Seller, or upon the suspension of business or insolvency, or liquidation of Buyer. Each delivery hereunder shall constitute a separate contract and placement of this order shall be deemed acceptance of these terms and conditions regardless of whether or not Buyer received an acknowledgement of the order from Seller, or has returned an executed copy of this order to Seller.

**2. Return Policy** Products will be considered returnable only within 90 days following receipt of the order; provided, however, special orders (i.e., custom orders as so labeled by Seller or mill-finished products that Seller subcontracts painting at Buyer request) may not be returned to Seller. Returned product must be in original packaging, unused, in acceptable condition for resale, and in production at the time of return. Buyer agrees to pay a restocking fee equal to 20% of the total cost of the order plus shipping cost on all accepted returns.

**3. Shipping Policy** All products shall be shipped using the most cost effective method of delivery as determined by Seller, unless otherwise instructed by Buyer. All actual shipping charges shall be added to purchase order and paid by Buyer. Amount specified above is estimated cost only. All products shall be shipped FOB origin. Risk of loss on and title to all products shall pass to Buyer upon delivery to the carrier at the point of shipment. Seller shall not be responsible for any delays in delivery caused by carrier. Missing or damaged items must be reported within 24 hours of receipt of the order.

**4. Warranty and Limitation of Liability** EcoFasten Solar® (Seller) shall warranty all products manufactured by Seller to be free from defects in material or workmanship for a period of twenty five (25) years from the date product is received by Buyer provided the products are used by Buyer as specified by Seller in the Seller's product literature and as provided in this document. Except as provided in the preceding sentence, Seller 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. Seller shall not warranty welding performed by third parties, adhesive used in the installation of any product, or installation of the product itself. Any structural modifications or changes to the product shall void the warranty. Use of Seller's flashing product must be accompanied by Seller's corresponding top component parts. Use of Seller's flashing product or top component parts with another manufacturer's flashing or top component parts shall void the warranty provided by the Seller and all certifications associated with Seller's products including, the UL Certification and the IAPMO certification. Utilizing products as a fall protection system is NOT approved and shall void the warranty. Buyer acknowledges that Buyer is making this purchase based upon Buyer's specifications to Seller of the goods required by Buyer, and not by reason of any statement made by or on behalf of Seller as to the merchantability, specific attributes or otherwise of the goods. Neither Party shall be responsible for incidental, consequential, or special damages of any kind. Seller shall in no event be responsible for damages in excess of the purchase price. The foregoing limited warranty and disclaimer of liability shall be binding upon the Parties and any successors in title, assigns, transferees, and ultimate users.

**5. Governing Law and Jurisdiction** This agreement shall be governed by and construed in accordance with Arizona law. Any disputes arising hereunder shall be resolved in the appropriate court of law in Maricopa County, Arizona. Buyer hereby submits to personal jurisdiction in Arizona, and agrees that such court shall have exclusive jurisdiction over the disputed matter. These terms and conditions constitute the sole contract between Seller and Buyer. No change of the terms and conditions shall be effected by the acknowledgement or acceptance by Seller of any purchase order or other form submitted by Buyer containing additional or different terms: provided, however, that Seller may require additional credit or payment terms as a condition of sale. Course of dealing, usage of trade or course of performance shall not supplement, vary or explain these terms.