



Terms & Conditions of Sale*

*For Products shipped from the United States

These terms and conditions (the "Agreement") govern the sale of products ("Products") by AEE Solar Inc. ("AEE Solar"), whether by phone, email, fax, mail, or other means. For sales orders placed using AEE Solar's website (AEEExpress.com), AEE Solar's Website Sales Terms and Conditions apply together with this Agreement.

(1) Customers

Before you can become an AEE Solar customer ("Customer"), AEE Solar must first accept a Dealer Application from you. Dealer Applications are available from the AEE Solar website or by contacting AEE Solar sales staff. AEE Solar may reject a Dealer Application for any reason. By submitting a Dealer Application you represent and warrant that you have all licenses, registrations and other legal requirements in place to do business in the places where you intend to use or resell Products.

By submitting a sales order to purchase Products from AEE Solar, a Customer represents and warrants that (a) Customer's Dealer Application was previously approved by AEE Solar and the information submitted on the Dealer Application remains materially correct, and (b) if Customer is a business, that the individual submitting the sales order on Customer's behalf is an authorized representative of the business and able to enter into binding transactions on behalf of Customer.

(2) Sales Orders

Customers purchase Products by submitting a signed sales order. Sales orders must include AEE Solar item codes and complete descriptions of the Products, as well as quantities, delivery dates and "ship to" locations.

All sales orders placed by Customer will be binding on Customer unless rejected by AEE Solar in writing. Written confirmations of sales orders by AEE Solar are binding on AEE Solar.

AEE Solar will make reasonable efforts to accommodate Customer requests to change or cancel a sales order. AEE Solar reserves the right to charge a change fee of up to twenty percent (20%) for sales orders that (i) Customer changes after submitting the sales order with AEE Solar or (ii) have been placed with the manufacturer of the Product. Note: many manufacturers also impose cancellation charges and any such charges caused by Customer will be passed through to Customer by AEE Solar. Once AEE Solar releases a sales order to the warehouse for shipping, the sales order cannot be changed or cancelled.

(3) Prices

Prices that AEE Solar quotes to Customer are valid for 14 days. Prices displayed on the AEE Solar website are subject to change without notice. Prices do not include any federal, state or local taxes, or other governmental charges that, when applicable, will be invoiced in addition to the stated price. Applicable sales taxes will be charged on sales orders until Customer provides a valid resale certificate. Sales taxes will not be refunded on sales orders placed prior to receipt of Customer's resale certificate.

(4) Payment and Credit Policy

Available payment terms are (a) pre-payment via ACH, wire transfer or mailed check, (b) VISA, MasterCard, American Express and Discover Card for payments under \$50,000 or (c) per credit terms or other payment arrangements agreed between AEE Solar and Customer. For credit cards payments above \$50,000, a credit card fee of up to 3% will be imposed.

Contact AEE Solar to request a credit application. AEE Solar reserves the right to change credit and payment terms extended to Customers at any time or to require full payment in advance of shipping



Products (including charging a Customer's credit card where that method of payment has been selected). Note: prepayment typically will be required when a manufacturer ships Products directly to Customer (a "drop shipment").

If payment is made via check and the check is rejected by the bank for insufficient funds, then the Customer will be charged a \$25 insufficient funds fee. If credit cards are used to pay down account balances, AEE Solar may impose a fee of up to 3% of the credit card payment.

All late payments shall be charged interest computed on a daily basis from the due date until paid in full at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. On delinquent accounts, AEE Solar shall not be obligated to fulfill any sales orders not yet shipped to Customer. Customer agrees to pay AEE Solar's costs of collection (including attorney fees and court costs) incurred to recover any overdue amounts. If a Customer tenders a payment for less than the full invoice amount along with words such as 'payment in full' or 'in full satisfaction', AEE Solar may protest such words and accept the payment as partial payment, which shall not constitute an accord and satisfaction or a waiver by AEE Solar of its right to collect payment in full from Customer.

(5) Shipping

Products are shipped Freight On Board (F.O.B.) shipping point of origin with shipping costs and handling fees charged to Customer. AEE Solar's Shipping Policy in effect at the time of order placement shall govern specific shipping methods, costs, and handling fees, and is incorporated herein by reference. AEE Solar's Shipping Policy is located at AEESolar.com, or is available by contacting AEE Solar sales Customer Service.

(6) International Shipments

Shipments with a value below \$3,500 shipped to outside of the U.S. and Canada will be charged an additional \$35 processing fee. AEE Solar must receive prepayment in U.S. funds before shipping. Please refer to AEE Solar's current Shipping Policy for other shipping and handling charges.

(7) Product Receipt and Acceptance

Customer shall inspect and accept or reject each shipment upon receipt. Customer may reject a shipment only if (a) the Products or quantities received do not match the bill of lading or (b) there is visible damage to the Products (or their packaging). Customer must note the reason for rejection on the delivery receipt prior to the carrier's departure. If unsure the shipment is damaged, then it should be noted on the delivery receipt as "possible" or "inside" damage. Customer must also notify AEE Solar in writing of the reason for rejection within 24 hours of delivery. FAILURE TO NOTE REASONS FOR REJECTION ON THE DELIVERY RECEIPT OR TO NOTIFY AEE SOLAR SHALL BE DEEMED AN UNQUALIFIED ACCEPTANCE OF THE SHIPMENT.

(8) Returns Policy

In order to return Products, Customer must request a Return Merchandise Authorization (RMA) number from AEE Solar. Contact customerservice@aesolar.com for details and instructions. If AEE Solar agrees to accept return of the Products, Customer must clearly mark the RMA number on the return package. All Products must be returned with shipping prepaid and insured to the address specified by AEE Solar (which may be the address of the manufacturer). Only the original Customer may request an RMA number; purchasers of Products from Customer must work through Customer. AEE Solar will credit the purchase price of all normally-stocked merchandise returned with a RMA number and in new condition, in original packaging. AEE Solar reserves the right to charge a restocking charge on Products returned of up to twenty percent (20%) absent a verifiable problem with the delivery.

If (a) Customer requests an RMA number more than 30 days after delivery, or Products are (b) not returned in a condition suitable for resale, (c) not normally stocked, or (d) special-order items, such as appliances, trackers and other custom electronics, AEE Solar will not issue credit.



Damaged Products are not eligible for return credit. AEE Solar will notify Customer to make arrangements to dispose of damaged Product. If Customer fails to do so after 30 days, AEE Solar may dispose of the damaged Products without liability to Customer.

Customer agrees to apply any credits issued by AEE Solar for returned Products to new orders of Products within one (1) year of issuance. IF A CREDIT IS NOT FULLY USED WITHIN ONE (1) YEAR, THE BALANCE OF THE CREDIT WILL BE CANCELLED.

(9) Warranty & Repairs

No Products are warranted by AEE Solar. Customer will receive from AEE Solar the manufacturer's standard warranty (if any) provided with Products. The Customer is responsible to comply with all manufacturer installation instructions. Some manufacturers may provide warranties only to the end user and not to Customer. Warranty repairs must be performed by the manufacturer. AEE Solar will assist Customer with making warranty claims to manufacturers. Contact customerservice@aesolar.com for help. AEE SOLAR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, AEE SOLAR DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Note: many states and localities have codes and regulations governing sales, construction, installation or use of Products. Before purchasing a Product, Customer should determine whether the Product complies with those rules.

(10) Security Interest

AEE Solar retains a security interest in the Products delivered to Customer, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under this Agreement. Customer agrees that AEE Solar may file a UCC-1 financing covering the Collateral. If Customer fails to pay any amount when due, AEE Solar shall have the right to repossess and remove Collateral in the possession of Customer, and Customer shall provide access to the Collateral at the request of AEE Solar. Any repossession of Collateral shall be without prejudice to any other remedy of AEE Solar, at law or in equity.

(11) Limitation on Claim Filing

If Customer has a claim against AEE Solar with respect to a Product, Customer must bring that claim no later than twelve (12) months after the date the Customer received the shipment that gives rise to the claim.

(12) Limitations of Liability

THE LIABILITY OF AEE SOLAR FOR ANY CLAIM SHALL NOT EXCEED THE SUM OF CUSTOMER'S PAYMENTS FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM. CUSTOMER WAIVES ANY CLAIM AGAINST AEE SOLAR FOR INCREASED COSTS FOR AN ALTERNATE SOURCE OF SUPPLY IF AEE SOLAR FAILS TO DELIVER, CUSTOMER'S ANTICIPATED OR LOST PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AEE SOLAR'S DELAY OF DELIVERY, OR OTHER LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH PRODUCTS.

(13) Governing Law; Venue

The interpretation of this Agreement shall be governed by the laws of the State of California. AEE Solar and Customer agree the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement. AEE Solar and Customer agree that any claims arising out of this Agreement shall be instituted only in the state or federal courts in the city and county of San Francisco, California, and they consent to the jurisdiction of those courts and waive any objection they may have to that venue.



(14) Force Majeure

Neither party shall be held responsible for any delay or failure in performing this Agreement or any sales order to the extent the delay or failure is caused by circumstances beyond its control (a "Force Majeure"), including fire, flood, explosion, war, strike, embargo, government order, act of God, act or omission of carriers or other similar causes. If any Force Majeure occurs, the party delayed or unable to perform (the "Delayed Party") shall give prompt notice to the other party and shall be excused from performance for the duration of the Force Majeure. AEE Solar and Customer shall take all reasonable steps and cooperate to avoid or remove the cause of Force Majeure, and shall promptly resume performance when possible. If the Delayed Party cannot remove the cause of non-performance within sixty (60) days, the other party may terminate any sales order delayed by Force Majeure. Force Majeure does not excuse the failure to make a payment when due.

(15) Non-Waiver

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

(16) Conflicting Terms

AEE's acceptance of sales orders is conditioned upon Customer's acceptance of this Agreement. This Agreement supersedes any additional or different terms and conditions asserted or provided by Customer, including different terms and conditions in Customer's form of purchase order. AEE's failure to object to provisions contained in any communication from Customer purporting to vary or contradict the Agreement shall not be deemed a waiver of AEE Solar's right to enforce this Agreement. Nor shall AEE Solar's commencement of performance or delivery of Products be deemed acceptance of any additional or different terms and conditions proposed by Customer.

(17) Entire Agreement

This Agreement, including the AEE Solar documents and policies referenced in the Agreement, constitutes the entire Agreement between AEE Solar and Customer with respect to purchases and sales of Products. This Agreement supersedes all prior oral and written quotations, communications, agreements and understandings of the parties with respect to purchases and sales of Products. AEE Solar reserves the right to modify any aspect of this Agreement upon notice to Customer, provided that sales orders placed with AEE Solar will be governed by the Agreement as it existed at the time that sales order was placed.