



String Inverter Repair Services LLC

Terms and Conditions of Sales and Services

1. AGREEMENT. ALL SALES BY STRING INVERTER REPAIR SERVICES LLC ("SELLER") OF ANY PRODUCTS ("PRODUCTS") TO THE PURCHASER ("CUSTOMER"), AND/OR THE SALE OR PROVISION BY SELLER TO THE CUSTOMER OF ANY MAINTENANCE OR SUPPORT SERVICES FOR PRODUCTS (COLLECTIVELY THE "SERVICES") SPECIFIED IN THE ASSOCIATED SALES ORDER, ORDER CONFIRMATION, INVOICE, OR QUOTATION FROM SELLER ("SELLER ORDER") SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS AND CONDITIONS ("TERMS"). EXCEPT FOR THE ITEM TYPE, QUANTITY, REQUESTED DELIVERY DATES AND LOCATION, THESE TERMS TAKE PRECEDENCE OVER CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS WHETHER CONTAINED ON A PURCHASE ORDER OR OTHER DOCUMENTATION WHICH SELLER HEREBY REJECTS. CUSTOMER'S RIGHT TO THE PRODUCTS AND/OR SERVICES IS CONTINGENT UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS, ANY CHANGES TO THE TERMS MUST SPECIFICALLY BE AGREED TO IN WRITING EXECUTED BY SELLER AND CUSTOMER BEFORE BECOMING BINDING ON EITHER PARTY. TO THE EXTENT A CONFLICT OR INCONSISTENCY EXISTS BETWEEN THESE TERMS AND ANY DOCUMENT SUBMITTED TO SELLER BY CUSTOMER, THESE TERMS WILL CONTROL. CUSTOMER ACKNOWLEDGES THAT IN THE EVENT THE PRODUCTS ARE SPECIFIED AS USED OR RECONDITIONED, THE WARRANTIES OFFERED BY SELLER MAY BE LESS PROTECTIVE THAN THE WARRANTIES OFFERED FOR NEW PRODUCTS OF THE SAME KIND.

2. WARRANTY FOR PRODUCTS. If Customer has purchased Products, Seller warrants that products sold by Seller will be free from defects in material and workmanship for a period of 12 months from the date Seller ships the product, unless a different period is stated in the Seller Order. Seller has sole responsibility in the exercise of its reasonable discretion for determining the cause and nature of a product defect, and Seller's determination with regard thereto shall be final, subject to the dispute resolution provisions of these Terms. Customer must notify Seller of any breach of warranty within the applicable warranty period. The exclusive remedy for any breach of warranty shall be, at Seller's option, the repair of the product or replacement of such product with a product of the same type, or the refund of the purchase price for such product. When notifying Seller of, or returning to Seller, any products that fail to meet an applicable warranty, Customer shall comply with Seller's then-current Return Material Authorization procedure (available upon request). Seller owns, and Customer hereby assigns to Seller ownership of, any part, component, or item removed from a product by Seller during a warranty repair under these terms. The Warranty does not cover fuses, filters, and the value of lost energy production or costs related to the removal, installation, or troubleshooting of customer electrical systems. The warranty does not cover defects or damage caused by:

- Shipping or transportation damages
- Improper installation
- Exposure to unsuitable environmental conditions, including but not limited to damage due to lightning strikes
- Corrosion or rust
- Unauthorized or abnormal use or operation
- Negligence or accidents, including but not limited to lack of maintenance or improper maintenance
- Material or workmanship not provided by Seller or its authorized service centers

- Relocation of the inverter from its original installation location
- Alteration of equipment without prior approval by Seller
- Acts of God, such as earthquake, flood or fire

If your product requires troubleshooting or warranty service, contact your installer or dealer. If you are unable to contact your installer or dealer, or the installer or dealer is unable to provide service, contact Seller directly at:

invertersupport@aei.com
Within the U.S., call 877.312.3832
Outside the U.S., call +1.541.323.4143

Seller will pay freight on Products sent to Seller, and those returned to Customer, which are covered by the warranty Terms. Seller owns, and Customer hereby assigns to Seller ownership of, any part, component, or item removed from a Product by Seller under these Terms for any reason. Seller may, at its discretion, use new and/or reconditioned parts in performing warranty repair and in building replacement products. Seller reserves the right to use parts or products of original or improved design in the repair or replacement. If Seller repairs or replaces a product, the warranty Terms will continue for the remaining portion of the original warranty period applicable to the Product or 90 days from the date of repair, whichever period expires later.

3. WARRANTY FOR SERVICES. If Customer has purchased Services, then this Section 3 shall apply. Seller warrants that the Services will be performed in a workmanlike manner. Customer's exclusive remedy for a breach of this warranty is for Seller to re-perform the Services at no extra charge. Customer must notify Seller of any breach of this warranty within 30 days of the date of the provision of the defective Services.

4. DISCLAIMER OF WARRANTY. THE EXPRESS WARRANTIES IN SECTIONS 2 AND 3 ABOVE ARE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO WARRANTIES ARE MADE BY ANY OF SELLER'S LICENSORS OR SUPPLIERS.

5. LIMITATION OF LIABILITY. SELLER'S AND CUSTOMER'S TOTAL LIABILITY ARISING FROM THE PRODUCTS AND/OR SERVICES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE PRODUCTS AND/OR SERVICES FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCTS AND/OR SERVICES, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING OUT OF DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, DEFAULT, INDEMNITY OR ANY OTHER REASON OR LEGAL THEORY ARISING OUT OF THE USE OR HANDLING OF ITS PRODUCTS OR ITS PERFORMANCE UNDER THESE TERMS. NO ACTION RELATING TO THE PRODUCTS AND/OR SERVICES MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER DELIVERY OF THE PRODUCTS OR COMPLETION OF THE SERVICES. SELLER

DISCLAIMS ALL LIABILITY OF ANY KIND OF SELLER'S SUPPLIERS AND LICENSORS.

6. DELIVERY OF PRODUCTS; TITLE. Delivery and completion dates are estimates; Seller will use commercially reasonable efforts to meet desired delivery and completion dates but will not be liable to Customer for any late shipment or late completion. Delivery requests not conforming to Seller's current lead times are subject to expedite fees. Seller shall not be responsible for any delays caused by strike, flood, fire, act of God, scarcity of the materials needed to produce the Products or complete the Services, governmental restrictions, or any other cause beyond the reasonable control of Seller. Customer will accept and pay for partial shipments of Products or performance of Services. Unless otherwise provided on the Seller Order, the Products shall be delivered EXW (Incoterms 2010) Seller's designated manufacturing facility, service facility, or other named place of origin. Identification of the Products shall occur when they are placed in the hands of the carrier for shipment to Customer. The Products shall be placed in suitably protected containers, the nature of which shall be determined by Seller. Delivery obligations for returned Products are addressed in Section 2. Title to Products passes to Customer when Products are placed in the hands of the carrier for shipment to Customer. The Products are deemed accepted upon receipt by Customer.

7. INSURANCE; TAXES. In no case does the purchase price of the Products and/or Services ("Purchase Price"), even if inclusive of freight, cover the cost of any insurance; however, if the route selected involves movement of the Products by common carrier for which the freight rate does not include insurance, Seller may at its option, or upon Customer's instruction, procure insurance which amount Customer shall reimburse to Seller. Unless otherwise provided on the Seller Order, the Purchase Price is exclusive of, and Customer is responsible for, all sales, value added, use and like taxes and any applicable customs duties, import licenses, excise fees or tariffs. Seller will invoice Customer for all applicable taxes unless Customer supplies an appropriate and valid tax exemption certificate.

8. CANCELLATION/RESCHEDULE/CHANGES. Any order cancellation, change request, or reschedule request must be in writing. Orders may not be cancelled within ten days of the scheduled delivery date. Orders canceled 30 or more days before the originally scheduled delivery date are not subject to any cancellation charge. Orders canceled between 10 and 30 days before Seller's scheduled delivery date are subject to a 20% cancellation charge.

9. PAYMENT TERMS; INSURANCE ON PRODUCTS. Quoted prices contained in a written quote from Seller for Products or Services are binding on Seller for only 30 days from the date of the quote (unless otherwise stated in the written quote). All Products are invoiced upon shipment and all Services are invoiced upon completion. Terms of payment and credit limits are determined by Seller's credit department on a case by case basis. Large orders and new customers normally require a deposit at the time of order and/or prior to shipment. Notwithstanding the previous sentence, unless otherwise agreed in a writing signed by Seller, terms of payment are net 30 days from the date of invoice. On a case by case basis, Seller may authorize Customer to pay by credit card. If Customer pays by credit card, Customer will be responsible for paying for or reimbursing Seller for credit card or merchant transaction fees for credit card purchases over \$25,000 in the aggregate in any calendar month. Notwithstanding any specified payment terms, Seller may require payment in advance of shipment of Product or commencement of repair services if Customer's credit, in Seller's sole judgment, becomes impaired. The Purchase Price shall become immediately due and payable and Seller may cancel any unfilled portion of a shipment or uncompleted Service upon Customer's failure to make any payment when due. Overdue payments shall be subject to finance charges computed at a periodic rate of the lesser of the maximum allowed by applicable law or 1 1/2% per month. Customer, at its expense, shall fully insure Products against all loss or damage until the Purchase Price has been paid in full.

10. EXPORT; COMPLIANCE WITH LAW. Customer acknowledges that the laws and regulations of the United States restrict the export

and re-export of certain commodities and technical data of United States origin. Customer will not export or re-export the Products or any related technical documentation in any form in violation of the export or import laws of the United States or any foreign jurisdiction. Customer shall not, without U.S. government authorization, export, re-export, or transfer any goods, software, or technology subject to these Terms, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any software or any technology subject to these Terms may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Further, Customer and its personnel, agents and representatives are aware of, and agree to abide by, the obligations imposed by the laws of the countries in which Customer does business (including, without limitation, the Foreign Corrupt Practices Act) dealing with payments or gifts to governments or related persons for the purpose of obtaining or retaining business for or with, or directing business to, any person. Accordingly, Customer agrees that no portion of monies paid or payable to Customer in connection with this Agreement, nor any other item of value, will, directly or indirectly, be paid, received, transferred, loaned, offered, promised or furnished to or for the use of any officer or employee of any government department, agency, instrumentality or corporation thereof, or any political party or any official of such party or candidate for office, or any person acting for or on behalf of any of the foregoing, for the purpose of obtaining or retaining business for or with, or directing business to, any person. Customer will comply with the applicable provisions of 42 USC § 1320a-7b prohibiting illegal remuneration (including kickback, bribe or rebate). Customer will defend, indemnify, and hold harmless Seller from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

11. LAW; VENUE. These Terms will be governed by the laws of the State of Colorado as applied to agreements between Colorado without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer shall only bring an action arising from or relating to these Terms in a federal court in Denver, Colorado or in state court in Fort Collins, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of such court in such action or in any action brought in such courts by Seller. Customer irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to Customer at its address designated pursuant to these Terms, with such service of process to become effective fifteen (15) days after such mailing. Customer agrees to pay Seller's reasonable attorney's fees and costs required to enforce Seller's rights hereunder. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

12. ARBITRATION. Customer agrees that Seller shall have the right to have any dispute between the parties arising out of or in connection with these Terms be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Denver, Colorado, by one arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. GENERAL. No waiver of rights under these Terms by either party shall constitute a subsequent waiver of this or any other right under these Terms, and all waivers must be in writing to be effective. Neither these Terms nor any rights under these Terms shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Seller and any unauthorized transfer or assignment shall be void. These Terms shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. If any of the terms of these Terms are held to be illegal by any court of competent jurisdiction, all remaining terms of these Terms shall remain in full force and effect.