



31 Roberts Road · Pine Grove, PA 17963 · Phone: 800-618-0669 · 570-915-1500 · Fax: 800-618-0743 · 570-915-6083  
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Website: [www.solarinnovations.com](http://www.solarinnovations.com) · Email: [skylight@solarinnovations.com](mailto:skylight@solarinnovations.com)

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## GENERAL TERMS AND CONDITIONS (REV. 02152016)

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**ALL SALES ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE EXACT TERMS AND CONDITIONS CONTAINED HEREIN; ANYTHING THAT IS NOT SPECIFICALLY INCLUDED IS EXCLUDED. THESE GENERAL TERMS AND CONDITIONS SUPERCEDE ANY PRIOR LETTER OF INTENT AGREEMENT. BY SIGNING THE QUOTE ITSELF, BUYER AGREES THAT BUYER HAS READ AND ACCEPTS THE GENERAL TERMS AND CONDITIONS OF SOLAR INNOVATIONS, INC. ("SI") AS STATED BELOW AS PART OF THE PARTIES 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; Signed Shop Drawings; Signed and Accepted Change Orders and Addendums; and the Express Warranty. No other discussions, assurances, or representations are included as part of the contract. The parties have agreed that the written terms of the listed documents are the sole terms of the parties' agreement. Further, the parties' agreement may be modified or changed only in writing and signed by both parties. However, this clause shall not prevent SI from receiving reasonable compensation for any additional goods or services provided to Buyer, over and above those identified in the contract, of which Buyer had knowledge and/or accepted the benefits of the work. A purchase order issued by Buyer shall not be part of the parties' agreement, unless accepted by an authorized SI representative in writing. **Buyer may issue a purchase order for administrative purposes only.** Buyer's Purchase Order may not alter or supplement the terms of the parties' agreement. In no event may any terms contained within Buyer's purchase order or other documents including, but not limited to, Buyer-supplied Agreement and other Contract Documents, Addendums, and/or Exhibits, alter, amend, or supplement the parties' agreement unless accepted by SI in writing.

In the event Buyer proposes additional contract terms at any time after Quote acceptance, 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 documentation received after quote is provided will alter the lead times. Contracts provided after quote will cause the project to be delayed until contract execution is completed by both parties.**

**NOTE:** All quotations are bid according to SI's interpretation of the buyer's request and/or specifications. Any items not specifically included in the Quote are excluded from SI's scope of work, even if specifications are provided at time of Quote. Unless specifically listed on Quote, specifications are excluded from SI's scope of work. Further, SI will not be responsible for any misinterpretation of Buyer's specifications, provided that the interpretation given by SI was reasonable. SI will not be responsible for producing any product consistent with any typographical or other error in Buyer's specifications. 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.

**QUOTED PRICE:** SI reserves the right to adjust its quote at any time prior to acceptance for any reason.

**ACCEPTANCE:** This offer may be accepted only by signing a copy of the Quote in the space provided. Acceptance of this offer is expressly limited to the exact 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. **If this offer is not accepted, as hereinafter provided, within 30 days from the date** it is submitted by SI, it shall be deemed to have been withdrawn and of no effect unless specifically renewed and/or updated by SI in writing. Professional engineering calculations and/or stamped seal are not included, unless specifically noted or accepted by the Buyer as an Add line item.

**CHANGE ORDER:** Any modifications to the original Signed Quote will follow SI's Change Order approval process. Depending on the nature of the Change Order request, price modification may apply. In the absence of an approved Change Order, SI will be entitled to reasonable compensation for any additional materials or services provided to Buyer.

**SALES/USE TAX:** All applicable taxes are the responsibility of the Buyer. Estimated budgetary sales tax amount on the Quote is based on the highest known state sales tax rate; this 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 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. SI, at its sole discretion, reserves the right to not accept exemption documentation received if SI deems the sale or form received to be ineligible for exemption status. SI will send Buyer a Sales & Use Tax Exemption Statement after receiving a signed Quote and Buyer agrees to complete this form as requested and return to SI promptly. 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 solely responsible for such delays created. Buyer is responsible for remitting sales tax in states SI is not registered to remit sales tax. If SI is installing this product, sales tax will not be applicable. SI may be responsible to remit use tax if SI is performing installation services.

**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, gross income, 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. Buyer agrees to assume responsibility for any applicable tax, unless agreed to by SI in writing prior to Quote Acceptance.

**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. 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. Drafting lead times will increase at least one day for each day in delay until payment is received based on drafting resource availability. SI may release the project into drafting and/or production at its sole discretion. SI's decision to do this will in no way affect the Buyer's responsibility with regard to Cancellation policy. Custom payment terms can be requested on a per project basis and granted with credit approval and written confirmation from SI. 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 and/or joint check agreement. At any time at the sole discretion of SI, SI retains the right to amend these payment terms. Payments will be applied to outstanding invoices at the discretion SI.

Buyer grants a security interest in all deposits/payments made for any project by Buyer. 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. 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.

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.

**JOINT CHECK AGREEMENT:** SI will require, for all new Buyers purchasing product for resale with no credit history with SI, a Joint Check Agreement to be completed by Buyer and Buyer's buyer. SI reserves the right to require a Joint Check Agreement to be completed by ANY Buyer and Buyer's buyer, regardless of history with SI.

**LICENSES/FEES/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 and completion of SI's work. 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 necessary for proper execution and completion of SI's work. Buyer is required to obtain approval/acceptance from Local Code Officials with regard to product manufacturing, specification, and performance prior to quote acceptance.

Buyer is solely responsible for compliance with any and all building codes. Buyer is required to obtain approval/acceptance from any State, Local, or other Code Officials with regard to product manufacturing, specification, performance, and safety requirements prior to quote acceptance. SI does not accept liability for product non-conformance to state or local building code regulations. 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.

**CONTACT INFORMATION:** The name, address, and phone number of the project 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 accurate 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. SI reserves the right to cancel any project upon Buyer's failure to provide accurate and timely Job Specific Information Form.

**DRAWING APPROVAL:** By approving Shop Drawings, the Buyer and/or its agents are accepting full responsibility for dimensions, details, and criteria listed. Please note that Signed/Approved Shop Drawings will dictate fabrication. 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 through the initial submission of specifications or as approved on the Signed Shop Drawings. In signing this Quote, Buyer understands and accepts the Quote and its components, including, but not limited to, and where applicable, glass tint, glass clarity, and color selection.

**Buyer assumes all liability for contents of final Shop Drawings that Buyer has approved in writing. Any alterations to projects which require engineering re-evaluation or revised drawings will be charged to the Buyer at \$75.00 per hour standard. Buyer is required to sign a change order accepting the additional time and applicable costs before any revision work will begin. Lead times will increase at least one day for each day in delay until Change Order has been accepted. Additionally, lead times may be extended based on the nature of the change order and business conditions at time of Change Order acceptance.**

**BUYER IMPACT-ESTIMATED LEAD TIMES:** Project estimated lead times are noted on the Project Schedule provided with or following receipt of the executed Quote. Note: Glass sizes exceeding 40 Sq. Ft. may extend lead times due to large glass fabrication lead times. Prompt receipt of Buyer-Signed Quote and Buyer approval of Shop Drawings are necessary to maintain established lead times. Any delays by Buyer in these regards will adversely affect noted lead times. All lead times are subject to change based upon material availability or other situations beyond SI's reasonable control. Any delay in payment may also result in a delay in lead time and/or shipment of your project. All monies due must be paid upon

receipt of invoice. Verification of funds will be required. In the event that there are any outstanding monies owed to SI for any reason, SI reserves the right to delay production or hold a shipment on any job until such time as all invoices have been paid in full.

**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 their obligations pursuant to the Quote and these Terms and Conditions. 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 Solar, Buyer acknowledges and agrees that SI has the right to revise the Schedule based on prevailing productions schedules, holidays, Solar shutdowns or other events impacting Solar's ability to respond to the revision. SI lead times are increased by one week 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 Lead Time Schedule for an additional cost. SI can have no liability or duty to provide an accelerated project lead time except upon a written change order signed by SI. **CONDITIONS/DELAYS:** All orders or contracts, whether or not Fast Track (accelerated lead time option added), 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 and government regulations, orders, directives, and restrictions that may be in effect from time to time. SI will not be liable for any delay in the performance of orders or contracts, in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, civil unrest, acts of God, war, terrorism, government interference or embargoes, strikes, labor difficulties, shortage 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.

**CONTRACT NEGOTIATIONS:** SI will not be liable for any delay in performance of orders or contracts, in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, when such delay is, directly or indirectly related to contract negotiations. SI will not be held liable for any damages or delays suffered due to negotiation stalemate. Project lead times do not begin until Solar receives and acknowledges negotiated, signed contract from Buyer.

**BUYER IMPACT-INCREASED COST RISK:** Buyer's failure to submit Signed, Approved Shop Drawings within 90 days from date of submission by SI, or any other cause that is beyond the control of SI, regardless of timing, may result in the price of goods being increased by an amount equal to any increase in the cost of materials incurred by SI, plus a reasonable mark-up for overhead and profit. Increases in the contract price due to the aforementioned will follow the SI Change Order process. Buyer agrees to sign and approve said Change Orders.

**UNFORESEEN PRICE 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 significant price increase means a change in price from the date of the contract execution to the date of performance. Buyer agrees to sign and approve said Change Orders.

**SITE PREPARATION:** This paragraph also applies to both SI installed products and shipped products. Buyer is solely responsible to ensure that site is ready and prepped 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. Solar has provided project specific drawings based on information provided by the Buyer. In doing so, SI (has) relied on the accuracy of all such information. Buyer warrants that all information it provided is accurate. SI will not be held liable for any site conditions/installation concerns which are related to incorrect or incomplete information provided by Buyer, or any drawings approved by Buyer which contain erroneous information. Should SI be delayed at any time during installation, site supervision, or shipment at the fault of any other party including any other supplier, 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, site supervisor, or product shipment to leave the job site and return at a later date at SI's sole discretion. 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.

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.

**BUYER INSTALLATION:** Unless otherwise specifically provided, the Buyer has full responsibility for the installation of the goods. SI shall not be responsible for any damages to the goods or any consequential or incidental damages by reason thereof. Upon request, SI may provide the 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 said individual(s).

Buyer shall 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 or breach of contract 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.

**SI INSTALLATION:** Installation services may be offered to Buyer at the sole discretion of SI. Buyer may request that SI install the product. SI reserves the right to decline any such request. If SI does perform the installation, Buyer agrees to accept the installation add-on as stated on the Quote. Costs are subject to final inspection of the job site conditions. SI quote does not include field measurements unless approved by SI in writing. 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 available. If that is not available, there will be an additional charge for a different means of transportation and unloading. 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 said dumpster or haul away debris, an additional charge will be required. All staging and scaffolding is not included in installation and must be provided by Buyer to SI, where applicable. All final electrical hook-up and wiring is executed by other unless specifically included in Quote. 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. Installation cost may be adjusted based on site conditions, Prevailing and Union Labor, or Demolition requirements where applicable. All working supervisor additions are accrued at a minimum charge of \$1,600.00 per 8-hour day per person plus expenses with an additional minimum charge of \$250.00 per hour per person beyond an 8-hour day unless otherwise agreed to by SI in writing. SI will not be held responsible for any damage to the premises or anything on or around the premises during the installation process or anytime 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 their 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 and will not be held responsible for finishing services required as a result of installation or any time before or thereafter. 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. SI assumes all shipments are to ground level only. Refer to Terms of Shipment section for further shipment information.

Buyer agrees to provide a safe 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.

**SITE SUPERVISOR:** If Buyer has accepted SI's quoted line item to supply a Site Supervisor, that individual will provide guidance and recommendations only for the benefit of Buyer. However, 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 provided 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.

**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 completed in such a manner as to allow final field measure, SI will not be responsible to provide any additional visit 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 approved set of shop drawings.

**SCHEDULING:** Final installation dates cannot be determined without receipt of signed shop drawings, all required payments, current site pictures showing site is ready for Install, and 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 will not be liable for any consequential damages suffered by Buyer by reason of installation delay.

SI shall not be held responsible for delays due to events beyond SI's control including, but not limited to, acts of God, adverse weather conditions, 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 after re-deployment or other delays are suffered. 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. This provision shall not prevent the parties from negotiating amended terms to delay or modify the contract, designed to allow SI compliance with licensing or registration requirements, if they are able to do so.

If Job Site 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 Job Site is more than 150 miles from Solar's Pine Grove, PA, corporate facility, field measures will be scheduled as determined at the time of Quote acceptance or 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.

**INSTALLATION PAYMENT TERMS:** 50% due upon arrival of crew/start of installation, 50% due upon substantial completion of installation services, prior to SI's departure unless otherwise outlined on project payment terms. Payment terms for international installation locations are, by

wire transfer, 50% due two weeks prior to crew's arrival; 40% due five (5) business days before arrival of installation crew; 10% upon crew's completion of installation and prior to crew's departure.

**JOB MEETINGS:** Attendance at progress or coordination meetings shall only be required during actual onsite activity. 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:** SI does not include any cleaning of glazing or surfaces prior to final inspection or substantial completion inspection. 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.

**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, Buyer agrees that 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.

**PUNCH-LIST ITEMS:** Punch-list items must be documented in writing and signed off on by Buyer or Buyer's Authorized Representative prior to SI's departure from the site for SI to accept punch-list items. Buyer or Buyer's Authorized Representative MUST be available, at the time specified by SI's install crew, to conduct a walk through. Absence from the site at that time will be considered acceptance of the job as complete and free from punch-list items as documented by SI. Unless agreed otherwise in writing by SI, punch-list items will not be completed until payment is made in full for the original project, or a reasonable dollar value, determined in writing at the sole discretion of SI, is assigned to outstanding punch-list items.

**SERVICE WORK:** 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. (Presently \$75-150 per man hour, depending upon SI installation staff on site.) SI will maintain lien rights and the right to void warranty for lack of payment.

**ENERGY AUDIT SERVICES (ONLY applies when explicitly quoted):** As a PPL approved contractor, Energy Audit and Energy Efficiency services may be offered to Buyer at the sole discretion of SI. SI reserves the right to decline any such request. If SI does perform the service; Buyer agrees to accept that certain facets of the Energy Audit services as well as the Energy Efficiency services require an SI representative to be on the premises, and therefore, installation terms apply. Costs are subject to final inspection of the job site conditions. SI will not be held responsible for any damage to the premises or anything on or around the premises during the installation process or anytime 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. SI does not provide finishing services and will not be held responsible for finishing services required as a result of Energy Audit and Energy Efficiency services or any time before or thereafter.

**CANCELLATION:** SI may cancel Buyer's agreement if: a) Buyer fails to make any payment due SI by the date indicated 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; 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 payment default, SI may terminate the contract and apply all deposits to its damages. SI may also contract with Buyer's customer or other involved party in an effort to market any product that has been produced and mitigate its damages without recourse by Buyer. Cancellation by Buyer will be effective only upon written acknowledgement of SI. Upon cancellation by SI or 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 no less than thirty (30) days to provide to Buyer a calculation of the balance owed, in accordance with this paragraph, following SI's issuance/acknowledgment of Buyer's notice of cancellation.

**CHARGEBACKS:** Buyer is not permitted to make chargebacks, deductions, or offsets against payments due under the terms of the parties' contract. Credits against payments shall be permitted only if agreed to in writing, by SI. 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 unauthorized chargeback claims will result in the voiding of applicable warranties where allowed by law. Any credit card chargebacks by Buyer are costly to process and may subject the person making the chargeback to criminal and civil liability. Any credit card chargebacks will result in permanent cancellation of credit card purchasing privileges and the voiding of applicable warranties.

**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 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 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 original lead time in the Quote.

**TITLE:** Unless shipment is by SI's own fleet, title of the manufactured product passes to Buyer upon loading with Buyer's 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. If Buyer does not remove the goods from SI's property for more than fifteen (15) days from the date the goods are completed and ready for shipment, 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.

**SI STANDARD SHIPMENT:** Quoted shipping cost is for a regular size Common Carrier Closed Trailer with crates being hand unloaded or removed with a forklift by the Buyer. SI will make every reasonable attempt to coordinate alternate arrangements between the Buyer and the Common Carrier; however, alternate arrangements are subject to availability and logistics at the time of shipment and are not available in all areas. Additionally, SI will select the common carrier that is best suited for SI's needs at the time of shipment. Buyer is solely responsible for increases in shipping costs if options outside of SI's standard shipment method or quoted shipping terms are requested. Shipping cost may increase at the time of shipment. Buyer agrees to pay all associated shipping cost increases. If Buyer's request(s) includes and/or requires special crating, Buyer agrees to pay for increased costs, plus reasonable mark-up and to cover the increase in time and materials required for specialized crates. 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. SI will invoice Buyer accordingly. **Shipping cost included on Quote are the estimated shipping costs plus mark-up for inland transportation required to deliver to continental US location listed on SI Quote. Thereafter, Buyer assumes all financial liability, risk, and costs of further transportation. Shipping costs may increase at the time of shipment due to actual project size, weight, carrier rates, and availability. It is Buyer's responsibility to pay all associated shipping costs and mark-ups proportionate to the original estimated shipping costs on the quote. Buyer is responsible for increases in shipping costs and agrees to pay for said increase in charges if applicable, SI will invoice accordingly.**

**TRANSPORTATION CHARGES AND DAMAGED SHIPMENTS:** All costs of freight, transportation, or mailing, and all demurrage charges shall be paid by Buyer, unless SI has agreed in writing to make shipments on a prepaid basis. Buyer shall also pay for all increased freight rates, whether prepayment for freight rates has been made or not. 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 additional costs and expenses, including re-fabrication and 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.

**SHIPMENT SURCHARGE:** Items shipped under this Agreement may be subject to a carrier specified shipment surcharge. The surcharge is updated on a routine basis and rises or falls in line with movements in fuel prices/carrier costs. SI may amend the shipment surcharge at any time immediately upon Notice to the Buyer. Buyer is responsible for increases in carrier specified shipment surcharges and agrees to pay for said increase in charges if applicable, SI will invoice accordingly.

**BUYER'S INSPECTION OF GOODS:** Notwithstanding anything in these terms and conditions to the contrary, Buyer shall inspect the goods ordered not later than five (5) 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 with accompanying pictures of defect or nonconformity) not later than eight (8) 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 eight (8) 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 on account or in respect of 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 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 in no event be liable for the cost of any labor expended by others on any nonconforming or defective goods or for any special, direct, indirect, incidental, or consequential damages to anyone by reason of the fact that such goods are 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 DIRECT, 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 is limited to the cost of the defective part and/or installation charge, but never more than the original contract price.

**BUYER REQUEST FOR ADDITIONAL MATERIALS/SERVICES:** SI will not grant any allowance or honor any back charge request for any alterations to the goods made by the Buyer or at the Buyer's direction, or back charges for any other reason by the Buyer. SI will accept no responsibility financially or legally for such actions. 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.

**DEFAULT OF PAYMENT:** All payments must be made within the specified timeframes of the Quote and these General Terms and Conditions. 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 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 \$200.00 per hour shall be conclusively presumed accepted, but shall not preclude SI from recovery of higher amounts, if reasonable.

**FAILURE TO PAY IN ACCORDANCE WITH SI TERMS AND CONDITIONS WILL VOID APPLICABLE WARRANTIES WHERE ALLOWED BY LAW.**

**MECHANICS LIEN PROCESS:** It is standard operating procedure to send a Notice of Intent to File a Lien for ALL projects, in an effort to ensure SI is protected in case of lack of payment. SI reserves the right to file liens per the guidelines and timelines of the applicable state without reservation to protect SI's interests. 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. Execution of Buyer supplied lien waivers are at the sole discretion of SI and these forms must be supplied to SI with Signed Quote for review and possible conditional approval based upon information given at time of Signed Quote. Endorsement of a Buyer supplied lien waiver is at the sole discretion of SI. Buyer agrees that payment will not be withheld if the aforementioned Buyer lien waivers are not endorsed by SI.

**INSUFFICIENT FUNDS FEE:** Buyer will be charged a \$50.00 fee for any checks returned for insufficient funds.

**INSPECTION:** Buyer may request to inspect or provide for inspection of the goods ordered at SI's manufacturing site. Such inspection shall be conducted so as not to interfere with SI's operations only upon a written request with a minimum notice of 1 (one) week.

**OPERABLE PRODUCTS:** 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. Operable sloped and vertical vent products should not be operated when there is excessive snow, ice, or any other non-natural 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.

Because they have moving parts, operable skylights have a greater inherent risk for air and water infiltration and malfunctions 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 good placed near/under the opening due to water penetration.

**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 dimension, weight, finish, straightness, section, composition, and mechanical properties, normal variations in surface, internal conditions, quality, deviations from tolerances, and variations consistent with practical testing and inspection methods. SI reserves the right to substitute comparable components and parts that do not impair function or overall appearance of its product. All field testing to be coordinated and supplied by other, and is not included in the quote.

**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.

**SURFACE FINISHES:**

**Paint:** Variations in painted finish may occur due to conditions beyond SI's control, including differences in paint batches and metal thicknesses, per AAMA standards.

**Metal Clad:** Stainless steel/Copper cladding requires a splice for lengths over 120". Splice area to be determined by SI at time of Shop Drawings for Buyer approval. Grain orientation must also be approved by Buyer. Orientations resulting in additional labor or material will result in additional charges to Buyer. Copper will patina at different rates based on exterior conditions.

**Wood Veneer:** Wood Veneering requires a splice for lengths over 120". Veneer must be protected from weather and finished with appropriate stain or paint immediately upon installation; failure to do so may void warranty. Variations in grain and color tint may occur as wood is a natural product.

**Anodize:** Anodized finishes are compliant with AAMA 611-12 Class I (Exterior Grade). Anodized finishes may vary in color tone within the industry standard ranges in relationship to batch processing and extrusion thicknesses. Light colored anodized finishes may show aesthetic color variations throughout the extrusion. Finishes will be the closest match to the industry standard or Buyer supplied color chip. SI is not responsible for finger prints, oil marks, or other imperfections in the mill aluminum surface.

**Hardware:** Some hardware components, including certain bronze, brass, nickel and other metals, are considered "living" finishes. Such finishes oxidize and develop surface finish variations over time. These changes can occur gradually or rapidly (even before delivery) based on the environmental conditions, use, and maintenance of the hardware. Because of the nature of these finishes, SI cannot warrant or guarantee the finishes. Buyer assumes all risk associated with the variations in these finishes. For more information, refer to SI's website page(s) discussing hardware characteristics.

**SPECIAL ORDERS:** If any material shall be manufactured and/or sold by SI to meet Buyer's particular specifications or requirements and material is not part of SI's standard line offered by it to the trade generally in the usual course of SI's business, Buyer agrees to defend, protect, and hold harmless SI against all suits at law or in equity and from all damages, claims, and demands arising from any actual or alleged infringement of any United States or foreign patent and/or any copyright, trademark, or other rights of any other party, and to defend any suit or actions which may be brought against SI for any alleged infringement because of the manufacture and/or sale of the material covered thereby. All hardware and

accessories supplied or requested by Buyer that are outside of SI's standard offerings will be at Buyer's risk and SI cannot be held liable for any non-conformance issues, non-performance issues, or any other claims. Hardware 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.

**INSURANCE:** SI carries adequate insurance coverage. These amounts 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 at the sole discretion of SI.

**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 copyrights thereto, 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 other than Buyer's employees, customers, subcontractors, or government inspectors. 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, for additions to the same project or for completion of the same project after any material change to the project site or structure or more than twelve (12) months after SI's inspection of the project site. The Buyer shall place an appropriate copyright notice (reflecting SI's copyright ownership described above) 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 placed by SI thereon.

**CONFIDENTIALITY:** By receiving requested information provided by SI, Buyer and anyone acting on Buyer's behalf shall treat this information as confidential. No such information will be disclosed to any 3rd party, except in furtherance of Buyer's project and consistent with industry standards, without the written consent of SI. If any of the unauthorized disclosure occurs, SI reserves the right to take legal action necessary to protect its interests through the Commonwealth of Pennsylvania Court System.

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 customer's 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 repeatedly 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 absolute 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.

**BUILDING CODES:** SI's structures are designed to meet or exceed most known building code requirements. The Buyer should be aware that different localities have different code requirements pertaining to glazed structures. Notwithstanding the foregoing, interpretation of building code criteria and compliance with it is the sole responsibility of the Buyer or his agent(s). For this reason, SI SHALL NOT BE HELD LIABLE IN ANY RESPECT OR FOR ANY DAMAGES RESULTING FROM NONCOMPLIANCE IN ANY WAY WITH APPLICABLE LOCAL OR NATIONAL BUILDING CODE REQUIREMENTS.

**ENGINEERING, DESIGN, AND ENVIRONMENTAL CONSIDERATIONS:** 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 may not 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, SI has available 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 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 due to Buyer's variations in glass production standards. It is the Buyer's responsibility to confirm panel sizes when glazing panels and adjusting shims to SI's panel sizing per Shop Drawings. The suitability of a quoted product for the 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 is not the responsibility of SI. 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 or high humidity 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 Buyers environmental conditions are suitable for SI's product. Buyer agrees SI has no responsibility for product failure due to environmental conditions.

**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. This standard pack-out is defined as a 2x with a minimum of (2) 1/4" Lag fasteners perpendicular to the grain able to withstand a minimum bearing strength of 220lbs at any one point. It is the responsibility of the Buyer's engineer to ensure that the substrate used meets at least the minimum standard. To attach to this pack-out, SI intends to use a standard qualified fastener for attachment purposes. Any non standard fastener needed to attach to wood will require a change order for additional costs.

**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) 1/4" Tapcon fasteners. It is the responsibility of the Buyer's engineer to ensure that the substrate used is at least this minimum standard. To attach to this pack-out, SI intends to use a standard qualified fastener for attachment purposes. Any non standard fastener needed to attach to concrete will require a change order for additional costs.

**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 assume 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) 1/4" Tek 5 fastener. It is the responsibility of the Buyer's engineer to ensure that the substrate used is at least this minimum. To attach to this pack-out, SI intends to use a standard qualified fastener for attachment purposes. Any non standard fastener needed to attach to steel will require a change order for additional costs. If steel thickness exceeds 1/4", additional costs for the unit and fabrication time to pre-drill holes will apply. 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) 1/4" Tapcon fasteners, or medium weight block able to withstand a minimum bearing strength of 500lbs with a 1" embedment for a minimum of (2) 1/4" Tapcon fasteners. It is the responsibility of the Buyer's engineer to ensure that the substrate used is at least this minimum standard. To attach to this pack-out, SI intends to use a standard qualified fastener for attachment purposes. Any non standard fastener needed to attach to concrete will require a change order for 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 directly into such substrates.

**RIGHT OF USE:** SI reserves the right to bid/quote 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 such items for any purpose. Any photographs or renderings of projects used for marketing purposes must acknowledge SI as manufacturer in the event that SI deems there to be possible confusion of products. 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 accepts all liability for any claims of infringement of said photographs, rendering, or any form of digital or print media. 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. Additional charges will apply for "non-marketable projects" unless expressly agreed to in writing at time of Quote acceptance.

**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 and/or facsimile and other forms of electronic signatures from the Buyer in all matters. Said email approvals and/or facsimile and 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.

**CONTROLLING PROVISIONS:** These terms and conditions shall supersede any prior representations or agreements, whether oral or written, with respect to the subject matter of this order, and shall supersede any provisions, terms, and conditions contained in any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

**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.

**STATUTE OF LIMITATION:** Any suit or action 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.

**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.**

**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.

**WARRANTY:** SI's warranty can be viewed, downloaded, and printed from our website at [www.solarinnovations.com](http://www.solarinnovations.com) under the Help Center section, or simply ask one of our representatives to provide a copy. All warranties shall be rendered null and void if any invoice is not paid in full

when due, or alterations and modifications are made to the product that were not approved in writing by SI. Warranty is not valid without the receipt of interior and exterior photographs of the completed project submitted through the SI warranty registration webpage. Any attempted charge backs or withholding of payment, not expressly authorized by SI in writing, will void warranty.

**AMENDMENTS:** No agreement or understanding to modify these terms and conditions or any order made by Buyer shall be binding on SI unless in writing and signed by an authorized representative of SI manager level or higher

**Headings are provided for convenience only.**