

1. **Applicability.** All sales of products by groSolar to Dealer shall be subject to the terms and conditions set forth herein, and ALL SALES ARE MADE ONLY ON THE TERMS AND CONDITIONS SET FORTH HEREIN whether or not attached to any Purchase Order. If any other terms and conditions have been submitted by Dealer, they are rejected and these terms and conditions are proposed as a counteroffer. Acceptance of this offer, whether express or by action indicating intent to purchase products ordered, is limited to the terms and conditions stated herein. All subsequent actions shall be pursuant to these terms and conditions and any additional or different terms are hereby objected to and shall not be binding upon the parties unless expressly agreed to in writing by a duly authorized Officer of groSolar. These Terms and Conditions shall remain in effect until superseded by new or additional Terms and Conditions issued by groSolar.
2. **Dealer Purchases.** A purchase shall be considered a Dealer purchase whenever the purchaser is regularly involved in the resale or installation of solar energy equipment, regardless of the intended use of the material being purchased.
3. **Order Acceptance or Rejection.** Purchase Orders may be submitted to groSolar up to 30 days prior to requested shipment date. groSolar may accept, reject, or cancel orders placed by Dealer for any reason. groSolar shall not have any liability to Dealer by reason of such rejection or cancellation. Dealer understands and agrees that groSolar can not guarantee availability of products in light of market conditions and product delivery may be delayed or require substitution of comparable products based on availability. groSolar will provide notice of accepted purchase orders to Dealer. Until notice of acceptance is provided by groSolar, Dealer's Purchase Order pricing is not guaranteed.
4. **Pricing.** The prices set forth in groSolar's price schedules/sheets are not guaranteed and groSolar may change its pricing at any time provided that groSolar will honor quoted prices on Purchase Orders accepted by groSolar prior to the effective date of the price change. groSolar will endeavor to provide Dealer written notice of price changes in advance of the effective date of such changes. Prices do not include any sales, excise, use, property, or other taxes, duties, or fees now in effect or hereafter levied which groSolar may be requested to pay or collect in connection with the sale of the products to Dealer. All transportation, packing and insurance costs and other charges will be paid by Dealer.
5. **Payment.** All payments for products purchased by Dealer are due and payable in U.S. dollars on the date set forth in groSolar's invoice. Amounts due shall not be subject to any defense, claim, reduction, offset, deduction, back charge, retainage or holdback for any reason whatsoever. Pro rata payments shall be made for partial shipments. Payments will be applied as follows: (1) to obligations that are not secured, if any, and (2) if more than one obligation is secured, to obligations secured by purchase-money security interests in the order in which those obligations were incurred. In the event of delinquency, Buyer shall be liable for all collection costs including reasonable attorney's fees. Dealer shall pay, in addition to overdue payment, a late charge equal to the lesser of 2% per month or the highest applicable rate allowed by law, on all such outstanding amounts. Credit card payments are accepted, at the discretion of the regional sales manager, at the time an order is placed.
6. **Credit Limits.** Credit limits shall be determined and modified at the sole discretion of groSolar. groSolar may at any time, decline to make any shipment or delivery except upon receipt of payment or upon terms regarding credit or security satisfactory to groSolar. In the event that Dealer is delinquent in payment, groSolar may suspend any shipment or delivery until all past due amounts, including finance charges, have been paid in full.
7. **Title; Security.** Title to the products shall pass to Dealer upon delivery of the products to a common carrier. Until Dealer performs all of its obligations to groSolar, including without limitation, payment in full of the purchase price for the products, groSolar will retain a purchase money security interest in the products and the proceeds thereof to secure performance of all of such obligations of Dealer. Without limiting the effect of the purchase-money security interest, the Dealer hereby grants to groSolar a security interest in all products purchased by the Dealer to secure payment of any and all obligations owed by Dealer to groSolar at the time of the purchase of the products or thereafter. Such security interest shall remain in full force and effect with respect to future obligations regardless of whether the Dealer shall from time-to-time fully satisfy its obligations. Dealer acknowledges and agrees that this Dealer Purchase Terms and Conditions constitutes a Security Agreement under the Uniform Commercial Code and that groSolar shall have all rights and remedies granted to a secured party under the Code. Dealer authorizes groSolar to file such documents as are necessary or desirable to perfect and maintain security interest granted hereunder.

- 8. Shipping and Handling.** Dealer shall specify delivery requirements on its Purchase Order. These include lift gate, residential, call ahead, or any other particular requirements. groSolar will use commercially reasonable efforts to meet the delivery schedule set forth in accepted Purchase Orders for products. However, groSolar shall not be responsible for any loss or liability suffered by Dealer as a result of delay in delivery of product or for lost, misdirected, missing, or damaged freight. Shipping shall be billed at cost plus 20%. All Purchase Orders less than \$500 will be charged a \$35 handling charge by groSolar. All material is F.O.B. groSolar warehouse or point of origin of the shipment that is directed to the Dealer, unless otherwise expressly stated in writing by groSolar prior to acceptance of Dealer's Purchase Order by groSolar. Under no circumstance is delivery date guaranteed.
- 9. Expedited Orders.** Standard order processing time is normally two to four business days after acceptance of purchase orders for Dealers with approved credit, or after payment has been received by groSolar, for in-stock product. Dealer may request, and groSolar may accept, at its discretion, Purchase Orders labeled as "Rush." Rush orders must be received by groSolar in complete form before 1:00 p.m. Eastern time on the day before the requested ship date. groSolar will endeavor to ship Rush orders on the date of receipt or on the next business day. A charge of 0.5% of the order cost will be charged to all Rush orders, with a minimum Rush charge of \$250. If groSolar fails to ship a Rush order per the above timeliness, Dealer's sole remedy shall be that the Rush charge shall not apply to the order. Rush orders are shipped via standard delivery methods unless other arrangements are agreed to groSolar and Dealer. All shipping costs remain the responsibility of Dealer.
- 10. Warranty.** The Manufacturer's warranty is the only warranty applicable to Dealer's purchase. Warranties provided by individual manufacturers may be serviced by groSolar through agreement with the individual manufacturers. groSolar will provide to Dealer copies of applicable manufacturer's warranties at or prior to the time of sale or delivery of product to Dealer. Dealer is responsible for complying with all terms and conditions applicable to the manufacturer's warranty. NO WARRANTIES OF ANY KIND ARE PROVIDED BY GROSOLAR TO DEALER AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED IS SPECIFICALLY DISCLAIMED.
- 11. Returns.** Dealer may submit a request for return of product after product has been delivered to a common carrier for delivery or to an employee or other agent of Dealer at groSolar's facility. No returns will be accepted without a Return Merchandise Authorization, whether for restocking or any other reason. All returns are subject to a 15% restocking fee. Special order materials and sale items are not returnable. Dealer is responsible for return shipping costs. groSolar will not accept freight collect, freight due, or other unpaid shipments on returned items. Notwithstanding anything to the contrary in these terms, Dealer may not return any products after the 30th day following delivery for any reason other than in connection with a valid warranty claim asserted by the Dealer.
- 12. Limitation of Liability.** groSolar shall have no liability for any system design or ordering information provided by Dealer. Final determination of suitability and applicability of systems, designs, and products are solely the responsibility of Dealer. IN NO EVENT SHALL GROSOLAR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. The total liability of groSolar arising from any cause of action or claim whatsoever, whether in contract, tort, strict liability, warranty, or otherwise, arising out of, connected with, or resulting from the design, manufacture, sale, resale, delivery, repair, replacement or use of products or the furnishing or any service shall in no event exceed the price paid to groSolar for the individual unit of products or service, or part thereof, which gives rise to the cause of action or claim.
- 13. Limitation on Resale and Export.** Dealer shall not resell any product to a third party that is not an end-user of the product. Product is sold to Dealer for installation in the United States and Dealer agrees to purchase product for installation only in the United States. Dealer shall not export any products directly or sell products to third parties who will export or install product outside the United States. Any product warranty, performance guarantee, service claims, and technical support may be null and void if product is installed outside of the United States. Dealer is responsible for understanding and accepting the terms and conditions of any specific warranties that may apply to product purchased. groSolar assumes no responsibility for any product sold or installed outside the United States.

Dealer Purchase Terms & Conditions

- 14. **Confidentiality.** groSolar pricing information, system design and package information, and other material furnished or otherwise made available by groSolar to Dealer in connection with Dealer's purchase and resale of the products is proprietary information of groSolar. The confidential information shall be used only as directed by groSolar and then only to the extent necessary to acquaint potential purchasers with the use of the Products and shall not otherwise be disclosed to any third parties, unless authorized in writing by an officer of groSolar.
- 15. **Product Markings; Ownership of Intellectual Property.** Products sold to Dealer may bear markings, legends, or trade names placed thereon by groSolar. Dealer agrees and acknowledges that all trademarks, trade names, patents, trade secrets, inventions, service marks, and other intellectual property associated with the products belong solely to groSolar and that Dealer has no rights to such property. Dealer covenants and agrees that said markings, legends, and trade names shall not be altered, removed, concealed or covered by Dealer, nor shall any marking, legend or trade name be added to the products by Dealer, unless required by law or otherwise approved in writing in advance by groSolar.
- 16. **Governing law; Jurisdiction.** These Terms and Conditions are governed by the laws of the State of Vermont. Dealer, to the extent it can legally do so, hereby irrevocably consents to the jurisdiction of the courts of the State of Vermont and the United States District Court for the District of Vermont, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby, and expressly waive any and all objections they may have to venue in such courts. Dealer irrevocably waives any right it may have to a jury trial.
- 17. **Independent Contractor.** Dealer shall purchase Products for its own account and shall act as an independent contractor in all respects. Nothing in this Agreement shall be construed as making Dealer a franchisee, partner, agent, or employee of groSolar for any reason whatsoever. Dealer shall be solely responsible for its acts and failures to act and the acts and failures to act of its employees and agents.

Accepted and Agreed by Dealer

(insert dealer name)

By: _____ Date: _____
(signature)

Name and Title: _____
(print)