



RACK 10 SOLAR, LLC
TERMS AND CONDITIONS

1. Changes. The customer being provided products and/or services under this Invoice (the “Customer”) is not authorized to add to, delete from or otherwise vary these Terms and Conditions, and any such purported amendment will not be binding upon Rack 10 Solar, LLC (the “Company”) unless confirmed in writing by an authorized officer of the Company in a form which specifically references these Terms and Conditions and the amendment of same.
2. Acceptance and Cancellation of Orders. An invoice accepted by the Customer may not be cancelled by the Customer and constitutes a binding agreement between the Customer and the Company. In the event of cancellation or other withdrawal of an order by Customer for any reason and without limiting any other remedy which the Company may have as a result of such cancellation or other withdrawal, reasonable cancellation charges, which shall include all expenses then incurred and commitments made by the Company, shall be paid in full by the Customer to the Company at the time of cancellation.
3. Title. Title to any product supplied pursuant to this invoice shall not pass to the Customer until Customer has paid Company in full for such product.
4. Limited Warranty. Products are warranted against material manufacturer’s defects for a period of fifteen (15) years following delivery, in accordance with Company Limited Warranty.
5. Returns. Product will not be considered for return after three (3) days from receipt. Notwithstanding the foregoing, custom made products and special order products may not be returned unless such products are deemed defective by Company or the manufacturer of such products, as applicable.



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6. Assumption of Risk, Waiver and Indemnity. The Customer is aware of and voluntarily assumes all risks and danger of property damage and personal injury, including death, and all hazards arising from and relating in any way to the Customer's use of the Company's products or services (the "Risks"). The Customer hereby waives any and all claims against the Company and releases the Company from any and all liability for any loss, damage, expense or injury, including death, that the Customer or its employees or invitees may suffer as a result of the use of the Company's products or services due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including the failure of the Company to take reasonable steps to safeguard or protect the Customer from the Risks. The Customer further agrees to indemnify and save harmless the Company from any loss, liability, damage, or cost that the Company may incur due to the Risks, whether contributed to or caused, in whole or in part, by the negligence of the Company or otherwise.

7. Limitation of Liability. The Company's liability arising out of any sale of products or services supplied pursuant to this invoice is expressly limited to either:(1) refund of the price paid by the Customer for any such products or services (without interest); or (2) repair and/or replacement of any products or services at the Company's election, and such remedies shall be exclusive and in lieu of all others. Without limiting the foregoing, the Customer hereby waives any right to claim any incidental, special, consequential, punitive, aggravated or exemplary damages arising out of any sale of products and/or services to the Customer.

8. Entire Agreement. Products furnished and services rendered by the Company are sold only on the Terms and Conditions stated herein. The invoice constitutes the entire agreement between the parties concerning its subject matter and replaces all prior correspondence, negotiations and understandings between the parties with respect to that subject matter unless otherwise specifically agreed to in writing by the Company.



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9. Customer's Terms and Conditions. Any conflicting statements or Terms and Conditions listed on the Customer's purchase orders, invoice, confirmations or other documents generated by the Customer ("Customer Documents") whether heretofore or hereafter submitted are negated by the Terms and Conditions of this invoice and all different or additional terms and conditions contained in any Customer Documents are hereby rejected by the Company. The Company's performance of any contract is expressly made conditional on the Customer's agreement to the Terms and Conditions set out in this invoice, unless otherwise specifically agreed in writing by the Company. In the absence of such agreement, commencement of performance and/or delivery shall be for the Customer's convenience only and shall not be deemed or construed to be acceptance of the Customer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance by the Customer of any products or services shall be deemed acceptance by the Customer of the Terms and Conditions stated herein.

10. Governing Law. These Terms and Conditions are subject to and shall be construed in accordance with the laws of Virginia, and each of the parties hereby consents to the jurisdiction of the courts of Virginia with respect to any dispute arising under these Terms and Conditions.