



Conservatories, Greenhouses, Skylights, Sunrooms & More

31 Roberts Road · Pine Grove, PA 17963 · Phone: 800-618-0669 · 570-915-1500 · Fax: 800-618-0743 · 570-915-6083

Website: www.solarinnovations.com

ALL SALES ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE EXACT TERMS AND CONDITIONS CONTAINED HEREIN. THE BUYER MUST INITIAL EACH PAGE INDICATING THAT BUYER HAS READ AND UNDERSTAND THE COMPANY'S GENERAL TERMS AND CONDITIONS AND AGREES TO BE BOUND BY SUCH.

DELIVERY: Except as otherwise provided here in below, delivery of the goods by the Company to the carrier at the Company's place of business shall constitute delivery of the goods to, and receipt by, the Buyer, and thereafter the shipment of the goods shall be at Buyer's risk. All claims and allowances for damage to the goods incurred in transit must be filed against and presented to the carrier by the Buyer. Photos of the damage must accompany the claim. When shipment is deferred at the Buyer's request for more than fifteen (15) days from the date the goods are completed, this Sales Order will be subject to invoicing, payment, and storage charges commencing with said 15th day.

INCREASED MATERIAL COST: Buyer's failure to submit approved shop drawings within 90 days of submission by Solar Innovations or any other cause that is beyond the Company's control, the price of the goods may be increased by an amount equal to any increase in the cost of materials incurred by the Company plus a reasonable mark-up for overhead and profit.

Where the price of the material, equipment, or energy increases during the term of the contract through no fault of the contractor, 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. Such price increases shall be documented by vendor quotes, invoices, catalogs, receipts or other documents of commercial use.

FUEL SURCHARGE: Items shipped under this Agreement may be subject to a fuel surcharge. The surcharge is updated on a weekly basis and rises or falls in line with movements in fuel prices. It is calculated according to the following table, which links the applicable fuel surcharge with the Monthly average spot price for Kerosene type/jet fuel (Rotterdam ARA index), as published by the US Department of Energy (www.eia.doe.gov). Solar Innovations may amend the fuel surcharge at any time immediately upon Notice to the Customer.

CANCELLATION: An order once placed and accepted by the Company can be canceled, in writing and only with the Company's written consent. If order is cancelled after signed purchase order is received and before final drawing approvals, the cancellation fee will be up to 25% of the contract price of the structure, with the amount to be determined solely at the discretion of Solar Innovations. If order is cancelled after final approvals are received, the cancellation fee will be equal to a percentage of completion of the job (minimum 25% of the cost of the structure), including materials, labor and a reasonable mark-up for overhead and profit. The percentage of completion and the associated cancellation fee is solely at the discretion of Solar Innovations.

INSTALLATION: Unless otherwise specifically provided, the Buyer has full responsibility for the installation of the goods, and the Company shall not be responsible for any damages to the goods or any consequential damages by reason thereof. If the Company does perform the installation, if the product is installed above ground, a freight elevator of sufficient size 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. **Punchlist items must be documented in writing and signed off on by Customer or Customer Representative prior to Solar Innovations departure from the site. Customer or Customer Rep will be available at that time, specified by Solar Innovations' install crew, to conduct a walk through. Absence from the site at that time will be considered acceptance of the job as complete as documented by Solar Innovations.**

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TAXES: Prices on the goods are exclusive of all city, state, and federal taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes, unless otherwise stated above. Wherever applicable, the Company will endeavor to add any tax or taxes to the invoice as a separate charge to be paid by the Buyer.

ADDITIONAL MATERIALS NEEDED: The Company 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 without the Company's prior written approval. Any or all additional material needed to complete a job will be shipped standard ground. Solar Innovations will accept no responsibility financially or legally for such actions. Custom jobs require numerous custom parts, and the company will be held harmless for any shortages, by the buyer, as long as it exercises due diligence in reducing such shortages.

TITLE TO DRAWINGS, PLANS AND SPECIFICATIONS: The Company at all times shall be deemed the sole author of and shall have exclusive ownership of, and title to, all drawings, plans and specifications, and all copyrights thereto, prepared or used in connection with this Sales Order. The Buyer shall be permitted to use such drawings, plans and specifications only in connection with this Sales Order and shall not disclose such drawings, plans or specifications to any person, firm, or corporation other than Buyer's employees, subcontractors, or government inspectors. The Buyer shall, upon the Company's request or upon completion of this Sales Order, promptly return all drawings, plans and specifications to the Company. The Company'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 the Company's inspection of the project site. The Buyer shall place an appropriate copyright notice (reflecting the Company'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 the Company thereon.

The Company 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 Company as manufacturer in the event that the Company deems there to be possible confusion of products.

DISCLAIMER OF LIABILITY: Except as described in the Company's Limited Warranty provisions, THE COMPANY 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 OR SPECIAL DAMAGES, and the Buyer, by acceptance of this proposal, expressly waives any right to any such costs, expenses, claims, and damages. Liability is limited to the cost of the defective part, but never more than the original contract price.

STATUTE OF LIMITATION: Any action for breach of contract or breach of warranty must be commenced by Buyer within one (1) year after the cause of action occurred.

INSPECTION: Buyer may inspect or provide for inspection of the goods ordered at the Company's manufacturing site. Such inspection shall be so conducted, as not to interfere unreasonably with the Company's operations.

BUYER'S INSPECTION OF GOODS: Notwithstanding anything in these terms and conditions to the contrary, Buyer shall inspect the goods ordered upon receipt of same, and if the goods do not conform to the contract between Buyer and the Company or are defective, Buyer shall notify the Company in writing (and with accompanying pictures of defect or nonconformity) of such nonconformity or defect and afford the Company a reasonable opportunity to inspect the goods. Buyer shall not return any goods without the prior written consent of the Company. If, in the Company's opinion, the goods are defective or do not conform to the contract between Buyer and the Company, the Company 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 the Company in writing within ten (10) days of Buyer's receipt of the goods to which such claim relates. Failure to give such notice shall be deemed acceptance of the goods by the Buyer.

BUYERS REMEDY: Buyer's sole and exclusive remedy on account, or in respect, of nonconforming or defective goods shall be replacement of such goods by the Company at the original point of delivery. The Company 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

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PERMISSIBLE VARIATIONS, STANDARDS, & TOLERANCES: Except in the particulars specified by Buyer and expressly agreed to in writing by the Company, all goods to be manufactured by the Company shall be produced in accordance with the Company'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, and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods.

DELAYS: The Company will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the 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 the Company's reasonable control.

TRANSPORTATION CHARGES & DAMAGED SHIPMENTS: All costs of freight, transportation, or mailing, and all demurrage charges shall be paid by Buyer, unless the Company 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.

CONDITIONS: All orders or contracts are accepted with the understanding that they are subject to the Company's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to the Company's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

SPECIAL ORDERS: If any material shall be manufactured and/or sold by the Company to meet Buyer's particular specifications or requirements and is not part of the Company's standard line offered by it to the trade generally in the usual course of the Company's business, Buyer agrees to defend, protect, and save harmless the Company 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 the Company for any alleged infringement because of the manufacture and/or sale of the material covered thereby.

ACCEPTANCE: This is not a firm offer and may be changed or revoked at any time. If this offer is not accepted, as hereinafter provided, within 30 days from the date it is submitted by the Company, it shall be deemed to have been withdrawn and of no effect. This offer may be accepted only by signing a copy of this Sales Order in the space provided. Acceptance of this offer is expressly limited to the exact terms contained herein, and any attempt to alter or omit any of such terms shall be deemed void unless expressly agreed to, in writing, by the Company.

PAYMENT: Any delay in payment could result in a delay in lead time and/or shipment or delivery of your project. All monies due must be paid upon receipt of invoice. Verification of funds will be required. For your convenience, Solar Innovations accepts credit card payments, certified check payments and wire transfers. In the event that there is any outstanding moneys owed Solar Innovations for any reason, Solar Innovations reserves the right to hold a shipment on any job until such time as all invoices have been paid in full.

JOINT CHECK AGREEMENTS – Solar Innovations will require, for all new buyers with no credit history with the Company, A Joint Check Agreement to be completed by buyer and buyer's customer. Solar Innovations reserves the right to require A Joint Check Agreement to be completed by ANY buyer and buyer's customer, regardless of history with Solar Innovations.

CHARGE BACKS: Inappropriate charge backs by credit card customers are costly to process and may subject the person making the chargeback to criminal and civil liability. If you wish to report a problem or defect (warranty), contact the Company immediately. Any unilateral charge backs will be contested and will be subject to a \$50 fee. Any additional charges incurred by the Company in the processing of the chargeback (labor costs, attorney fees, back fees, etc...) will be the responsibility of the buyer, should the Company contest the charge back and win. Any chargeback will result in permanent cancellation of credit card purchasing privileges and the voiding of applicable warranties.

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COLLECTION: Buyer shall, in the event that any action is taken on the part of the Company to collect any past due amount owing to the Company by Buyer under this contract, pay to the Company all costs of collection, including but not limited to reasonable attorney's fees. If any invoice is not paid on time or in full when due, warranties are null and void.

AMENDMENTS: No agreement or understanding to modify these terms and conditions or any order made by Buyer shall be binding on Company unless in writing and signed by an authorized representative of the Company.

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 the Company hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws and rules.

WAIVER: A waiver by the Company of any breach of contract by Buyer shall not constitute a waiver by the Company of the continuation of such breach or of any other breach of contract by Buyer

BUILDING CODES: The Company'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 is the sole responsibility of the Buyer or his agent(s). For this reason, THE COMPANY SHALL NOT BE HELD LIABLE IN ANY RESPECT OR FOR ANY DAMAGES RESULTING FROM NON-COMPLIANCE IN ANY WAY WITH APPLICABLE LOCAL OR NATIONAL BUILDING CODE REQUIREMENTS.

STRUCTURES: Many of the Company's structures utilize operable vents. Depending on roof pitch and weather conditions, water may enter the room. Care should be taken in the selection of interior furnishings.

ENGINEERING AND DESIGN CONSIDERATIONS: Shop drawings provided may illustrate various anchoring clips available through Solar Innovations. Each clip is engineered and designed to withstand a maximum allowable load based on the strength of the clip material and fasteners joining the clips to Solar Innovations materials. Since underlying bearing materials are unknown to Solar Innovations, Solar Innovations 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, Solar Innovations 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 Solar Innovations. The suitability of a quoted product for the intended use relative to live and dead loading requirements, design, thermal considerations and conformance to all building codes is not the responsibility of Solar Innovations. Solar Innovations can provide preliminary design data only and it should be verified by a qualified structural professional engineer.

Solar Innovations' warranty can be viewed, downloaded and printed from our website at www.solarinnovations.com, 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.

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