

**BY PURCHASING FROM QUICK MOUNT PV, PURCHASER AGREES TO THESE TERMS AND CONDITIONS.**

No other terms shall apply unless explicitly agreed upon in writing by Quick Mount PV. We reserve the right to decline orders.

PRICES/PAYMENT

Prices, title and risk of loss are FOB origin. Prices do not include taxes or shipment and may change without notice. Freight is pre-paid and charged when invoiced. All COD purchases are to be paid with a major credit card or wire transfer of funds. Company check is permissible for open accounts. The purchaser hereby acknowledges that terms of payment are Net 30 days from date of invoice, unless otherwise approved by Quick Mount PV. Payment is due in full based on the terms specified on the invoice. A finance charge with a monthly periodic rate of 1.5% (being an ANNUAL PERCENTAGE RATE OF 18%) is imposed on all past due amounts. The purchaser acknowledges that should a Collection Process be instituted to recover any monies owed, liability for Court Fees, Attorney Fees, and all costs rests with the applicant.

CUSTOMS/TAXES AND DUTIES

Custom Duties/Tariffs are the responsibility of the purchaser. Any taxes which Quick Mount PV may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, delivery, use or consumption of the goods or any material relating thereto, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser, which shall promptly pay such to Quick Mount PV upon demand.

FORCE MAJEURE

Quick Mount PV shall not be liable for loss, damage or delay in manufacture, shipment or delivery of the goods or for its inability to perform any or all of its obligations here-

under due to the failure or happening of events or conditions rendering performance commercially impractical or to any causes beyond Quick Mount PV's reasonable control, including but not limited to, acts of God, any acts or omissions of Purchaser, acts of civil or military authorities, fire, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Quick Mount PV's supplier or subcontractors, fuel or other energy shortages. If any such failures of events or conditions result in a delay in performance, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Acceptance of the material by the Purchaser shall institute a waiver of all claims for loss or damage due to any delay resulting from any such force majeure cause.

RETURNS

Shipping damage must be noted by purchaser at time of delivery. No returns will be accepted without prior written authorization from Quick Mount PV. Any unauthorized returns will be sent back at sender's expense. No exceptions. All returns must have an approved Return Merchandise Authorization (RMA) Number and must include a copy of the approved RMA Form and a copy of the original invoice. All approved returns will be subject to a restocking charge of fifteen percent (15%) plus shipping charges, to be set by Quick Mount PV. No returns will be accepted after 90 days from invoice date. No returns will be accepted on component or build to order products.

INSPECTION

Purchaser shall inspect the original packaging within ten (10) days after delivery, to determine the correct product and quantity was shipped and received in good condition. Unless Purchaser notifies Quick Mount PV within ten (10) days thereafter specifying any obvious damage or defect or other objection to the materials, it is pre-

sumed that Purchaser has fully inspected the product and acknowledges acceptance of materials.

PRODUCT WARRANTY

All Product(s) Warranties are as set for on website at www.quickmountpv.com

SHIPPING POLICY

All goods will be shipped via UPS or Common Carrier Freight. Quick Mount PV can ship on Customer Account or if Quick Mount PV account is used, it will be prepay and charged to Customer, FOB Quick Mount PV warehouse. UPS does not deliver to P.O. Boxes. UPS or Freight charges calculated in quotes for shipping are approximate. Actual charges may vary due to shipping weight and size of package. Exact charges and UPS tracking number will be emailed to Purchaser when order has shipped. Freight tracking will be sent to Purchaser the day after shipment has gone out. Quick Mount PV reserves the right to consolidate items into as few pallets as possible and to reduce cost (i.e. mixed products on same pallet).

SHIPPING DELAYS

In the event of a shipping delay other than a force majeure, Purchaser will be notified of any delays as soon as reasonably possible. In the event of such delays, Purchaser retains the right to cancel its order(s), without liability to Quick Mount PV. In those instances when Quick Mount PV does not have the materials in stock and a Purchaser has not cancelled his order(s), Quick Mount PV will schedule a delivery date following its receipt of the materials and if Purchaser agrees to accept the delivery of the materials at that time. Quick Mount PV currently serves the United States and Canada only. However, shipments to other countries can be sent to a freight forwarder of Purchaser's choice.

UNDELIVERABLE PACKAGES

Undeliverable packages, shipped to address provided by Purchaser, will be the responsibility of the Purchaser including shipping charges.

HOLD HARMLESS

A. Indemnity

SELLER shall indemnify, hold harmless and defend Purchaser from any suit, cause of action, judgment or claim ("Claim") for damage to property or bodily injury, loss of life, liability of any nature, costs, or expenses including reasonable attorney fees ("Damages") arising out of or related to:

1. the sale or use of Products provided by Seller;
2. the negligent act or omission of the Seller;
3. intentional misconduct of Seller or
4. infringement of any intellectual property right or trade secret of a third party

B. Exclusions

Seller shall have no liability to Purchaser for any CLAIM that arises:

1. from or out of any PRODUCT that has been altered or damaged by purchaser;
2. as a result of any representation made by Purchaser regarding the PRODUCT that is inconsistent with the PRODUCT description and documentation;
3. relabeled improperly caused by sole negligence of the Purchaser.

WEBSITE

Use of the website "www.quickmountpv.com" is governed by the Terms of Use agreement published on the website.

Rights. As indicated on our product and in our material, patent, copyright, trademark or similar rights apply to our products and, unless otherwise stated, to all material (including graphical images, photographs, videos, wording) presented in electronic form (including websites,

emails), in printed form (including brochures, instructions, ads, catalogues), in audio/visual form (including videos, DVD, CD) is owned by Quick Mount PV.

No part of our product, no part of our material may be reproduced in any way without Quick Mount PV's prior written permission. Any such use/infracton will be prosecuted to the fullest extent permitted by law.

MISCELLANEOUS

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America without reference to its principles of conflicts of laws.

Consent to Jurisdiction. Purchaser agrees that any dispute, legal action, arbitration, mediation or other proceeding that Purchaser initiates concerning this Agreement shall be brought in the United States or state courts located in the County of Contra Costa, State of California.

Purchaser further agrees that Quick Mount PV, at our sole discretion, may initiate an action or proceeding concerning this Agreement in the County of Contra Costa, as provided above, or in any other foreign or United States court or administrative agency having jurisdiction over the subject matter of the dispute.

Purchaser (a) accepts the jurisdiction of the foregoing courts, whether in the County of Contra Costa or in any other jurisdiction where Quick Mount PV has chosen to file, (b) irrevocably agree to be bound by any final judgment (after any appeal) of any such courts, and (c) irrevocably waive, to the fullest extent permitted by law, any objection which Purchaser may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such courts, and further irrevocably waive to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

Purchaser agrees that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.