

## General Terms & Conditions of Sale

### 1. GENERAL PROVISIONS

- 1.1 All sales of the products and services of Renusol America Inc. ("Supplier") to buyers ("Customer"; Supplier and Customer are referred to individually as a "Party" or jointly as the "Parties") of Renusol America Inc. brand products are subject to these general terms and conditions of sale (this "Agreement").
- 1.2 No order will be accepted by Supplier until Customer has indicated in writing on a "Sales Order Confirmation" form, referred to below, that it has agreed to the terms of this Agreement.

### 2. ORDER PLACEMENT

- 2.1 A sales quotation given in response to any request is for the potential Customer's reference only and is not legally binding on either Party unless otherwise expressly stated therein.
- 2.2 All orders for the Renusol mounting systems and related accessories (the "Product") manufactured, assembled, or otherwise distributed by Supplier, must be received on a "Purchase Order" form selected by Customer or Supplier.
- 2.3 All orders must be submitted with a delivery date and ship-to address. If a delivery date is not listed on order, shipments will be held for up to 30 days only

### 3. PRICES AND TERMS OF PAYMENT

- 3.1 The price per Product (the "Purchase Price") shall be as set forth in a Sales Order Confirmation to be faxed or e-mailed to Customer for approval. Such Sales Order Confirmation will be prepared by Supplier after receipt from Customer of the Purchase Order confirming the quantity and delivery requirements of Customer. The Supplier's Sales Order Confirmation requires a signature from Customer in order for Supplier to proceed with the order.
- 3.2 Payments are due upon receipt, or **net 30 days** if customer has a credit agreement in place. Further discounts on Purchase price shall be applicable as special promotions, as announced on sales quotation form.
- 3.3 Upon completion of production of the Product prepared pursuant to the Sales Order Confirmation, Supplier will notify Customer by fax, e-mail, or phone that the order is ready for shipment upon receipt of the balance of the Purchase Price for the total order. Upon receipt of the payment for the entire amount of the Purchase Price, Supplier will promptly ship the Product to Customer in the manner specified in the Purchase Order and confirmed in the Sales Order Confirmation.
- 3.4 Unless specific arrangement is made for an extension of credit, payment is due prior to the time of delivery. Finance charges equal to the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law may be assessed on payments received after delivery has been made from such delivery date to the date payment is received. If an extension of credit has been made, payment is due net the number of days set forth on the Sales Order Confirmation from the date delivery has been made (the "Payment Due Date"). An extension of credit shall be deemed to have been made whenever payment in full is not made prior to the time of delivery. Failure to make payments when due or remit finance charges when assessed may result in delayed or cancelled shipments. No unauthorized deductions from invoices are permitted.

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- 3.5 Customer will also be required to pay all sales or use taxes unless satisfactory evidence of re-seller status or tax exempt form is provided to Supplier.
- 3.6 Supplier reserves the right to rescind and cancel the Sales Order Confirmation at any time if Customer breaches the payment terms referred to in this Section 3 of this Agreement.
- 3.7 The Purchase Price shall be paid in cash, either by wire transfer, check or other mutually agreed method. Additionally, to the extent lawful, and if approved by Supplier, all or any portion of the Purchase Price may be paid by an assignment by Customer to Supplier of rights to payment in respect of any incentive payments, rebates or similar payments available to Customer from third parties in connection with the installation of the Product (such payments and rebates are herein referred to as "Product Incentive Payments"). Customer shall be responsible for preparation and delivery of any documentation necessary to assign any Product Incentive Payments approved for payment by Supplier. Additionally, if any applicable third party fails to make any Product Incentive Payment at the time due (or expected to be due), Customer shall not be relieved from making such payment, and shall upon the request of Supplier promptly make such payment to Supplier.

#### 4. SHIPMENT TERMS AND LIMITATIONS

- 4.1 All risk of loss for damage to the Product ordered, in whole or in part, shall be borne entirely by Customer once the Product is delivered to a common carrier for delivery to Customer pursuant to the terms of the Sales Order Confirmation.
- 4.2 Any estimate by Supplier to Customer for the cost and time of delivery of the Product is only an estimate, and time of delivery shall be automatically extended by a reasonable period of time due to unforeseen causes beyond the responsibility of Supplier.

#### 5. MISCELLANEOUS TERMS

- 5.1 The Sales Order Confirmation signed by both Parties may not be modified, amended or altered in any manner without the mutual written consent of both Parties.
- 5.2 This Agreement and any other documents referred to in this Agreement constitute the entire agreement between the Parties regarding the subject matter contained herein and shall supersede all previous oral or written agreement(s) between the Parties. **To the extent any other document, including a Purchase Order, is inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail unless expressly acknowledged in the Sales Order Confirmation.**

#### 6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1 The warranty terms are set forth in the accompanying document titled "Renusol America, Inc., 10 Year Limited Product Warranty for Renusol VS" and/or "Renusol America, Inc., 25 Year Limited Warranty for Renusol CS60".

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### 7. CHOICE OF LAW AND DISPUTE RESOLUTION

7.1 **Governing Law.** This Agreement and all documents executed and delivered in connection herewith shall be construed and enforced in accordance with the laws of the State of Georgia, except with respect to conflicts of laws principles.

### 7.2 Dispute Resolution.

7.2.1 **Arbitration.** Any disputes that cannot be resolved by the Parties themselves shall be resolved by binding arbitration in Atlanta, Georgia, conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator(s) in such arbitration shall be authorized and instructed to award to the prevailing Party, as part of its award, an amount equal to the prevailing Party's costs of arbitration, including, without limitation, reasonable attorneys' fees.

7.2.2 **Enforcement of Arbitral Award - Consent to Jurisdiction.** Each of the Parties hereby irrevocably consents and agrees that any legal action or proceedings brought to enforce any arbitral award granted pursuant to this Agreement may be brought in state and federal courts located in Atlanta, Georgia.

### 8. NOTICES

8.1 Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.