

These Purchase Terms and Conditions ("Terms") are a binding contract between IronRidge, Inc., a California corporation ("IronRidge"), and you as a purchaser ("Purchaser") of IronRidge solar panel mounting equipment and systems and related equipment (the "Product(s)"), as more particularly described and confirmed on the purchase order submitted by Purchaser from time to time to IronRidge for IronRidge's approval, and which shall be used for Purchaser's individual orders of the Product ("Purchase Order(s)"). **These Terms apply only in the event that Purchaser has not entered into a written master purchase agreement with IronRidge, which may be denominated as a "Master Purchase Agreement", "Master Partner Agreement", "Distributor Agreement", "Partner Agreement" or other similar denomination (collectively, "Master Agreement"). If a Master Agreement signed by authorized representatives of IronRidge and Purchaser is in full force and effect, the terms of the Master Agreement (including any amendments or modifications of such Master Agreement), and not these Terms, shall apply.**

1. **Shipments.** Shipments are INCOTERMS (2010) FCA. Purchaser assumes title and bears risk of loss upon IronRidge's delivery to carrier (regardless of whether IronRidge assumes responsibility for shipment). If Purchaser requests IronRidge to arrange for shipment, Purchaser shall pay IronRidge for all costs of shipment and associated expenses, and IronRidge may utilize any shipping method available. IronRidge shall use commercially reasonable efforts to use economical and reliable shipping carriers, which may include UPS, FedEx, or other transport company. Upon delivery, Purchaser shall not sign the carrier's delivery receipt or other recipient acknowledgment of complete and undamaged delivery unless the Purchaser first inspects the delivery to confirm that the correct number and type of Products ordered has arrived, and that the Products appear to be undamaged. IronRidge shall have no liability or obligation to Purchaser for damage caused during transit including in the event Purchaser failed to inspect the shipment upon delivery.
2. **Inspection of Product.** Purchaser shall promptly inspect the Product upon its arrival at the place of delivery and shall notify IronRidge, within five business days, if Purchaser finds any nonconformity or defect in the Product. Upon the expiration of such five business day period with no written notice of rejection, Purchaser shall be deemed to have fully and completely accepted the Product in its entirety. Purchaser acknowledges that this right of inspection satisfies statutory or common law rights of inspection under the Uniform Commercial Code or other applicable law.
3. **Taxes.** Purchaser shall report and pay all federal, state, and local taxes, including any sales and value added taxes (excluding only those taxes based on net income derived by IronRidge) designated, levied, or based (a) upon the purchase price, or any other amounts payable under these Terms and the Purchase Order, (b) on account of these Terms, or (c) with respect to the Product. Purchaser shall indemnify and hold harmless IronRidge from all claims and liability resulting from Purchaser's failure to report or pay such amounts. IronRidge may collect and pay any taxes with respect to sales of the Product made hereunder to the extent IronRidge is obligated by law to do so.
4. **Cancellation and Change Order Policy.** Purchase Orders cancelled or modified after 24 hours but within 72 hours of order placement will be subject to a cancellation or change order fee, equal to 15% of the value of the Purchase Order, or 100% of the deposit paid by Purchaser, whichever is higher. After 72 hours of order placement, all Purchase Orders are non-cancelable and non-refundable. If an order contains custom parts (a part that is specially made for Purchaser and is not commonly stocked by IronRidge), the entire order is non-cancelable and non-refundable at any time.
5. **Return Policy.** Products may be returned only if within 30 days of shipment by IronRidge. Purchaser will pay a re-stocking fee equal to 30% of the Purchase Order value of the Products returned, on all such returns, except in cases where a defective product is determined by IronRidge to be the reason for the return. Credit will only be given to returns that are shipped delivery prepaid and that arrive at IronRidge in re-saleable condition (except for returns of defective Product as determined by IronRidge); no returns will be accepted without a return merchandise authorization (RMA) number per shipment received obtained via phone or e-mail from the IronRidge customer service team prior to shipment. No custom parts a part that is specially made for Purchaser and not commonly stocked by IronRidge) are eligible for return credit.
6. **Payment.** Payments can be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to between Purchaser and IronRidge. All payments hereunder shall be in US dollars and are nonrefundable (subject to remedies set forth in these Terms). Purchaser shall reimburse IronRidge for all charges for transportation, shipping and for insurance, if any, of the Product. Unless specified differently in the proposal submitted by IronRidge which sets forth the cost, specifications, and other information regarding the Product (the "Quote"), IronRidge will invoice Purchaser on a monthly basis or at the completion of the Product installation, whichever is earliest. IronRidge may invoice line items or partial shipments of a Purchase Order separately, depending on product availability and shipping requirements. IronRidge will inform Purchaser if partial shipments are necessary. Payment is due within 30 days of the date of each invoice, subject to any credit terms approved by IronRidge and Purchaser's account standing. Any late payments made after 30 days from date of invoice will incur a late charge of 1.5% per month (18% per annum) of the past-due amount. Accounts remaining unpaid for more than 90 days shall be deemed delinquent. If the account becomes delinquent, the Purchaser agrees to reimburse IronRidge's reasonable costs and expenses of collection, including attorney's fees and court costs. IronRidge may enforce payment obligations hereunder in any court of competent jurisdiction, notwithstanding any other provision of these Terms.
7. **Quotes.** All Quotes provided by IronRidge are valid for up to 30 days, or longer if specified in the Quote.
8. **Export Regulations.** Purchaser shall comply with all requirements of the regulations of the United States Department of Commerce, the assets controls or foreign transactions controls regulations of the United States Treasury Department, and any similar United States laws, regulations, or executive orders.
9. **Limited Warranties and Disclaimer.** Effective for Products manufactured after April 1<sup>st</sup>, 2012, IronRidge provides the following warranties, for Products installed properly and used for the purpose for which the Products are designed: (a) Products with finishes (ie excluding without limitation Products that are mill finished) shall be free of visible defects, peeling, or cracking, under normal atmospheric conditions, for a period of three years from the earlier of (i) the date of complete installation of the Product or (ii) 30 days after the original purchaser's date of purchase of the Product ("Finish Warranty"); (b) components shall be free of structurally-related defects in materials for a period of ten years from the earlier of (i) the date of complete installation of the Product or (ii) 30 days after the original purchaser's date of purchase of the Product; and (c) components shall be free of functionally-related manufacturing defects for a period of 20 years from date of manufacture. The Finish Warranty does not apply to: (d) surface oxidation of the galvanized steel components or any foreign residue deposited on Product finish; and (e) Products installed in corrosive atmospheric conditions, as defined solely by IronRidge; corrosive atmospheric conditions include, but are not limited to, conditions where Product is exposed to corrosive chemicals, fumes, cement dust, salt water marine environments or to continual spraying of either salt or fresh water. The Finish Warranty is VOID if (f) the practices specified by AAMA 609 & 610-02 – "Cleaning and Maintenance for Architecturally Finished Aluminum" ([www.aamanet.org](http://www.aamanet.org)) are not followed by Purchaser for IronRidge's aluminum based components; and (g) if the practices specified by ASTM A780 / A780M - 09 "Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings" are not followed by Purchaser for IronRidge's galvanized steel-based components. The warranties above do not cover any parts or materials not manufactured by IronRidge, and exclude non-functionally-related defects, as defined solely by IronRidge. The warranties do not cover any defect that has not been reported to IronRidge in writing within 20 days after discovery of such defect. In the event of breach of or non-compliance with the warranties set forth above, IronRidge's sole obligation and liability, and the sole and exclusive remedy for such breach or non-compliance, shall be correction of defects by repair, replacement, or credit, at IronRidge's sole discretion. Such repair, replacement or credit shall completely satisfy and discharge all of IronRidge's liability with respect to these warranties. Refurbished Product may be used to repair or replace the defective components. Transportation, installation, labor, or any other costs associated with Product replacement are not covered by these warranties and are not reimbursable. These warranties additionally do not cover (h) normal wear, or damage resulting from misuse, overloading, abuse, improper installation (including failure to follow professional instruction and certification), negligence, or accident, or from force majeure acts including any natural disasters, war or criminal acts; and (i) Products that have been altered, modified or repaired without written authorization from IronRidge or its authorized representative; and (j) Products used in a manner or for a purpose other than that specified by IronRidge. A formal document proving the purchase and the purchase date of the Product is required with any warranty claim. Except as set forth above, IronRidge sells the Products on an "AS IS" basis, which may not be free of errors or defects, and ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, WORKMANLIKE EFFORT, CORRESPONDENCE TO DESCRIPTION, DESIGN, TITLE OR NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE PRACTICE, ARE HEREBY DISCLAIMED.
10. **Limitation of Liability; Exclusion of Lost Profits and Consequential Damages.** Notwithstanding any other provision of these Terms, IronRidge's maximum aggregate liability for all claims, liabilities or obligations arising under or relating to these Terms or the Products, regardless of the theory of liability, will in no event exceed all amounts paid by Purchaser to IronRidge under the Purchase Order for the particular Product(s) giving rise to the claim, if any. In no event will IronRidge be liable for any indirect, punitive, special, incidental, exemplary, or consequential damages in connection with, related to or arising out of these Terms or the Products (including interruption of business, loss of profits, loss of revenue, loss of use, or other economic advantage), regardless of the theory of liability, even if IronRidge has been previously advised of the possibility of such damages. Liability for damages shall be so limited and excluded, regardless of the validity or efficacy of any remedy and even if any remedy fails of its essential purpose.

11. **Third Party Claims; Indemnification.** IronRidge shall have no liability for any injuries or damages to persons or property resulting from incorrect or improper installation, use, delivery or maintenance of the Products by or for Purchaser or Purchaser's agent, customer or vendor, or for any claims or demands brought against IronRidge or Purchaser by any employee of Purchaser, client of Purchaser, end-user of the Product or other party, even if IronRidge has been advised of the possibility of such claims or demands, resulting from incorrect or improper installation, use, delivery or maintenance of the Products (collectively, "Third Party Claims"). This limitation applies to all materials provided by IronRidge during and after the Warranty Period. Purchaser hereby agrees to indemnify and hold IronRidge harmless against any and all such Third Party Claims, as well as any and all liabilities, losses, costs or expenses arising therefrom.
12. **Force Majeure.** IronRidge shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control, whatever the source or cause.
13. **Termination.** Any of the following shall constitute an "Event of Default" under these Terms: (a) Purchaser's failure to pay to IronRidge any charge, cost, or other payment accruing hereunder, if such delinquency has not been corrected within five days after IronRidge has given Purchaser written notice of such delinquency; or (b) Purchaser's failure to perform any other obligation set forth in these Terms, if such failure has not been corrected within five days after IronRidge has given Purchaser written notice of such failure. Upon the occurrence of an Event of Default, IronRidge may (c) immediately terminate any outstanding Purchase Order and all of IronRidge's obligations thereunder and invoke all rights IronRidge possesses upon termination, and (d) accelerate and declare all obligations of Purchaser created under these Terms to be immediately due and payable by Purchaser as a liquidated sum and proceed against Purchaser in any lawful way for satisfaction of such sum.
14. **Confidentiality.** Purchaser shall not disclose these Terms to any third party without IronRidge's prior written consent, except to Purchaser's financial and legal advisers.
15. **Governing Law.** These Terms and all related disputes between the parties shall be governed by and construed in accordance with the laws of the State of California without regard to any jurisdiction's conflict of law provisions.
16. **Arbitration.** Any disputes between the parties or claims brought by one of the parties arising out of or related to these Terms or the Products (including tort as well as contract claims, and whether pre-contractual or extra-contractual, as well as the arbitrability of any disputes) shall be referred to and finally settled by binding arbitration with the American Arbitration Association ("AAA") in accordance with AAA rules in effect at the time of arbitration except as inconsistent with this Section 16. The place of arbitration shall be San Francisco, California. The arbitrators shall apply the law specified in Section 15. All awards may if necessary be enforced by any court having jurisdiction. The existence of any dispute between the parties, the existence or details of the arbitration proceeding, and all related documents, materials, evidence, judgments and awards therein, shall be kept confidential. Except as required by law, no party shall make any public announcements with respect to the proceeding or the award, except as required to enforce same. The parties hereby waive the right to a trial by jury, and further agree to only bring claims in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Notwithstanding the foregoing, nothing in this Section 16 shall preclude the right and ability of either party to file and maintain at any time an action for recovery of injunctive or provisional relief in any court of competent jurisdiction under the laws applicable thereto. Should either party file an action contrary to this section, the other party may recover lawyers' fees and costs, provided that the party seeking the award has notified the other party in writing of the improperly filed claim, and the other party has failed to withdraw the claim.
17. **Integration; Amendments.** Any terms or conditions contained in any Purchase Order, acknowledgment, or other communication of Purchaser which are inconsistent with these Terms are hereby rejected. Any waiver, modification or amendment of any provision of these Terms will be effective only if in a writing signed by duly authorized representatives of both parties.

*(end of Terms)*