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## Terms & Conditions of Sale\*

\*For Products shipped from the United States

These terms and conditions (the “Agreement”) govern the sale of products (“Products”) by UNIVERSAL SOLAR. (“UNIVERSAL SOLAR”), whether by phone, email, fax, mail, or other means. For sales orders placed using UNIVERSAL SOLAR’s website (universalsolar.in), UNIVERSAL SOLAR’s Website Sales Terms and Conditions apply together with this Agreement.

### (1) Customers

Before you can become an UNIVERSAL SOLAR customer (“Customer”), UNIVERSAL SOLAR must first accept a Dealer/ Distributor/ Franchise/ Channel Partner Application from you. Dealer/ Distributor/ Franchise/ Channel Partner Application Applications are available from the UNIVERSAL SOLAR website at <https://www.universalsolar.in/become-a-dealer-distributor>. UNIVERSAL SOLAR may reject an Application for any reason. By submitting an Application you represent and warrant that you have all licenses, registrations and other legal requirements in place to do business in the places where you intend to use or resell Products.

By submitting a purchase order to purchase products from UNIVERSAL SOLAR, you represent and warrant that (a) your Dealer/ Distributor/ Franchise/ Channel Partner Application was previously approved by UNIVERSAL SOLAR and the information submitted on the Dealer Application remains materially correct, and (b) if you are a business, that the individual submitting the sales order on your behalf is an authorized representative of the business and able to enter into binding transactions.

### (2) Purchase Orders

You can purchase Products by either 1) placing a sales order online on UNIVERSAL SOLAR’s website, 2) submitting a Purchase Order (PO) via email or 3) providing written authorization to accept a sales order via email. Sales orders must include your UNIVERSAL SOLAR account number, purchase order #, UNIVERSAL SOLAR item codes, product descriptions, quantities, bill to and ship to locations, shipping method and total. Once UNIVERSAL SOLAR receives your request to purchase products, UNIVERSAL SOLAR will provide written confirmation of your sales order.

All sales orders you place will be binding unless rejected by UNIVERSAL SOLAR in writing. Written confirmations of sales orders by UNIVERSAL SOLAR are binding on UNIVERSAL SOLAR.

UNIVERSAL SOLAR will make reasonable efforts to accommodate your request to change or cancel a sales order. UNIVERSAL SOLAR reserves the right to charge a change fee of up to twenty percent (20%) for sales orders that

(1) you change after submitting the sales order with UNIVERSAL SOLAR or (2) have been placed with the manufacturer of the Product. **Note:** Many manufacturers also impose cancellation charges and any such charges will be passed through to you by UNIVERSAL SOLAR. Once UNIVERSAL SOLAR releases a sales order to the warehouse for shipping, the sales order cannot be changed or cancelled.

### (3) Prices

Prices that UNIVERSAL SOLAR quotes to you are valid for 5 business days. Prices displayed on the UNIVERSAL SOLAR website are subject to change without notice. Prices do not include any state or local taxes, or other governmental charges that, when applicable, will be invoiced in addition to the stated price.

#### **(4) Payment and Credit Policy**

Available payment terms are (a) pre-payment via ACH, wire transfer or mailed check; (b) VISA, MasterCard, American Express and Discover Card for payments under INR 500000; or (c) per credit terms or other payment arrangements agreed between you and UNIVERSAL SOLAR. For credit cards payments a credit card fee of up to 3% will be imposed.

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For special pricing or account balances with terms of greater than 30 days, payments must be made by either ACH, wire or check.

If payment is made via check and the check is rejected by the bank for insufficient funds, then you will be charged a INR 250 insufficient funds fee.

#### **(5) Shipping**

Products are shipped Freight On Board (F.O.B.) and ship point of origin with shipping costs and handling fees charged to you. UNIVERSAL SOLAR's Shipping Policy in effect at the time of order placement shall govern specific shipping methods, costs, and handling fees, and is incorporated herein by reference. UNIVERSAL SOLAR's Shipping Policy is available at <https://Universalsolar.in/shipping-policy/>.

#### **(6) International Shipments**

Sales orders with a value below \$3,500 shipped to outside of the India. You must prepay the full value of the shipment in U.S. Dollars before UNIVERSAL SOLAR will ship products to international destinations. You must also arrange customs clearance and pay any import fees, duties and taxes imposed at the destination port unless UNIVERSAL SOLAR has agreed in a sales order to a different arrangement. To avoid delays in processing and delivery, please provide your customs broker's name and phone number to UNIVERSAL SOLAR with your order. Please refer to UNIVERSAL SOLAR's Shipping Policy for other shipping and handling charges.

#### **(7) Product Receipt and Acceptance**

Please make sure to inspect and accept or reject each shipment upon receipt. You may reject a shipment only if (a) the Products or quantities received do not match the bill of lading. Please note the reason for rejection on the delivery receipt prior to the carrier's departure. Please also notify UNIVERSAL SOLAR in writing of the reason for rejection within 24 hours of delivery. FAILURE TO NOTE REASONS FOR REJECTION ON THE DELIVERY RECEIPT OR TO NOTIFY UNIVERSAL SOLAR SHALL BE DEEMED AN UNQUALIFIED ACCEPTANCE OF THE SHIPMENT.

#### **(8) Warranty & Repairs**

No Products are warranted by UNIVERSAL SOLAR. You will receive from UNIVERSAL SOLAR the manufacturer's standard warranty (if any) provided with Products. You are responsible to comply with all manufacturer installation instructions. Some manufacturers may provide warranties only to the end user and not to you. Warranty repairs must be performed by the manufacturer. UNIVERSAL SOLAR will assist you with making warranty claims to manufacturers. Contact [info@Universalsolar.in](mailto:info@Universalsolar.in) for help. UNIVERSAL SOLAR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, UNIVERSAL SOLAR DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Note:** Many states and localities have codes and regulations governing sales, construction, installation or use of Products. Before purchasing a Product, please determine whether the Product complies with those rules.

**(9) Marine Insurance**

Marine insurance is optional. It is buyer's responsibility to get the insurance before shipment and also, need to share the insurance information with Universal Solar prior to shipment.

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**(10) Limitations of Liability**

THE LIABILITY OF UNIVERSAL SOLAR FOR ANY CLAIM SHALL NOT EXCEED THE SUM OF YOUR PAYMENTS FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM. YOU WAIVE ANY CLAIM AGAINST UNIVERSAL SOLAR FOR INCREASED COSTS FOR AN ALTERNATE SOURCE OF SUPPLY IF UNIVERSAL SOLAR FAILS TO DELIVER, YOUR ANTICIPATED OR LOST PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNIVERSAL SOLAR'S DELAY OF DELIVERY, OR OTHER LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH PRODUCTS.

**(11) Governing Law; Venue**

The interpretation of this Agreement shall be governed by the laws of the State of California. UNIVERSAL SOLAR and Customer agree the India's Convention on Contracts for the International Sale of Goods shall not govern this Agreement. UNIVERSAL SOLAR and Customer agree that any claims arising out of this Agreement shall be instituted only in Gurgaon (HR), and they consent to the jurisdiction of those courts and waive any objection they may have to that venue.

**(12) Force Majeure**

Neither party shall be held responsible for any delay or failure in performing this Agreement or any sales order to the extent the delay or failure is caused by circumstances beyond its control (a "Force Majeure"), including fire, flood, explosion, war, strike, embargo, government order, act of God, act or omission of carriers or other similar causes. If any Force Majeure occurs, the party delayed or unable to perform (the "Delayed Party") shall give prompt notice to the other party and shall be excused from performance for the duration of the Force Majeure. UNIVERSAL SOLAR and Customer shall take all reasonable steps and cooperate to avoid or remove the cause of Force Majeure, and shall promptly resume performance when possible. If the Delayed Party cannot remove the cause of non-performance within sixty (60) days, the other party may terminate any sales order delayed by Force Majeure. Force Majeure does not excuse the failure to make a payment when due.

**(13) Non-Waiver**

No course of dealing or failure of either party to strictly enforce any right granted by this Agreement shall be construed as a waiver of that right.

**(14) Conflicting Terms**

UNIVERSAL SOLAR's acceptance of sales orders is conditioned upon your acceptance of this Agreement. This Agreement supersedes any additional or different terms and conditions asserted or provided by you, including different terms and conditions in your form of purchase order. UNIVERSAL SOLAR's failure to object to provisions contained in any communication from you purporting to vary or contradict the Agreement shall not be deemed a waiver of UNIVERSAL SOLAR's right to enforce this Agreement. Nor shall UNIVERSAL SOLAR's commencement of performance or delivery of Products be deemed acceptance of any additional or different terms and conditions proposed by you.

**(15) Entire Agreement**

This Agreement, including the UNIVERSAL SOLAR documents and policies referenced in the Agreement, constitutes the entire Agreement between UNIVERSAL SOLAR and you with respect to purchases and sales of Products. This Agreement supersedes all prior oral and written quotations, communications, agreements and understandings of the parties with respect to purchases and sales of Products. UNIVERSAL SOLAR reserves the right to modify any aspect of this Agreement upon notice to you, provided that sales orders placed with UNIVERSAL SOLAR will be governed by the Agreement as it existed at the time that sales order was placed.