

1. Terms and Conditions Govern. These terms and conditions, in conjunction with the attached Quotation, Invoice or Acknowledgement (collectively, "Agreement" or "Terms") represent the final and complete agreement between Solar Roof Dynamics LLC ("Company") and the purchaser identified in the Agreement ("Purchaser") and no terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon Company unless made in writing and signed by an officer of Company. No modification of any of these Terms in Purchaser's purchase order, shipping request or similar forms containing printed terms and conditions additional to or different from the terms herein shall be binding on Company.

2. Title and Risk of Loss. This Agreement is a shipping contract as defined in the California Commercial Code. Delivery to carrier shall constitute delivery to Purchaser, and thereafter risk of loss or damage shall pass to Purchaser. Purchaser shall be responsible for obtaining insurance for the full value on all shipments from Company. All costs for such insurance shall be borne by Purchaser. Any claim of Purchaser relative to damage during shipping or delivery should be made directly to the carrier. Any claims by Purchaser against Company for damage occurring prior to such delivery to carrier must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Company in the condition claimed. Failure by Purchaser to give notice within such notice shall constitute an unqualified acceptance of such goods by Purchaser, and a waiver of any right to reject or revoke acceptance of such goods, and except for the foregoing all sales are final and non-refundable. Notwithstanding passage of the risk of loss to Purchaser, Company retains title and right of possession to the goods sold hereunder until all payments due, including deferred payments evidenced by notes or otherwise, Interest, and carrying charges, shall have been made in cash, and Purchaser grants Company a security interest in the product and agrees to do all acts necessary to perfect and maintain such right and title in Company.

3. Insurance. Until the purchase price has been paid in full, the Purchaser shall insure the product against all risks of loss or damages from any cause whatsoever for not less than the replacement cost (new) of said product, without consideration for depreciation. Any insurance proceeds payable as a result of loss or damage, if any, shall be payable to Company. In the event Purchaser shall fail to procure or maintain this insurance, Company shall have the right, but not the obligation, to effect such insurance and in such event, all monies spent by and expenses of Company in effecting such insurance shall be added to the purchase price and shall be a charge to Purchaser.

4. Price and Payment. Purchaser shall pay all invoiced amounts due to Company at its address indicated on the Invoice within the time set forth on the Invoice, or if none is specified then immediately upon receipt of the Invoice. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company, whether relating to Company's breach, bankruptcy or otherwise. Purchaser shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and collection agency costs.

5. Taxes. Prices on the products specified herein are exclusive of all taxes and other levies of taxing authorities, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation or use. Wherever applicable as determined by Company, such tax or taxes will be added to the purchase price as a charge to be paid by purchaser. Purchaser is responsible to pay any such taxes.

6. Delivery. Unless otherwise agreed by the parties, delivery shall be made F.O.B. point of shipment. Delivery or shipping dates, if any, set forth herein are approximate only and merely represent Company's best estimate of the time required to make delivery or shipment. Company's obligations hereunder may also be dependent upon Company's ability to obtain the necessary raw materials, parts and other components. Company will not be liable for any loss or expense (consequential or otherwise) incurred by Purchaser as a result of any delay in delivery for any reason other than arbitrary refusal by Company to perform. Delivery is subject to compliance with all U.S. export rules and regulations and Purchaser shall comply with the foregoing, including providing all necessary information, documents and certifications required by law. It is further acknowledged and understood that purchaser may be required to service or adjust the product after delivery in order to render the product fully operational, and that Company will not be liable for any delay in the product being rendered fully operational after delivery, or for any loss or expense (consequential or otherwise) incurred by Purchaser as a result of any such delay.

7. Limited Warranty. THE GOODS SOLD BY COMPANY ARE PRODUCTS OF RECOGNIZED MANUFACTURERS SOLD UNDER THEIR RESPECTIVE BRAND OR TRADE NAME IN ACCORDANCE WITH THEIR TERMS AND CONDITIONS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCT MANUFACTURED BY THIRD PARTIES. PURCHASER SHALL LOOK DIRECTLY TO THE THIRD-PARTY MANUFACTURER FOR ANY SERVICING, REPAIRS OR OTHER WARRANTY CLAIMS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS. EXCEPT TO THE EXTENT ANY PRODUCT SOLD BY COMPANY TO PURCHASER INCLUDES AN EXPRESS WRITTEN WARRANTY BY THE MANUFACTURER WITH RESPECT TO SUCH PRODUCT, ALL PRODUCT IS SOLD "AS-IS" AND COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, ANY

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSES, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WHATSOEVER. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOST OR INACCURATE DATA, LOSS OR DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER COMPANY HAS NOTICE OF THE POTENTIAL OF ANY SUCH LOSS OR DAMAGE AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN ANY EVENT, COMPANY'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT, NOT TO EXCEED THE AGGREGATE PAYMENTS RECEIVED BY COMPANY WITH RESPECT TO THE PARTICULAR PRODUCT.

8. Default by Purchaser. If Purchaser fails to pay the purchase price or any other sums due hereunder in full within ten (10) days after same is due and payable, or if Purchaser fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Purchaser, Company shall have the right to exercise any one or more of the following remedies, in addition to those set forth elsewhere herein: (a) to withhold the delivery of parts and/or service which the product may require; (b) to recover all sums then accrued or thereafter accruing, under this Agreement; (c) to enter Purchaser's premises or other location where the products are located and take possession of any or all product items without demand or notice, wherever same may be located, without court order or process of law, and purchaser hereby waives any or all damage occasioned by such taking of possession; (d) to pursue any other remedy at law or in equity (without bonding therefor), including, but not limited to, loss of profit damages and damages resulting from the condition of the product, or any rights and remedies available to Company under any applicable mechanics lien law. All such remedies are cumulative, and may be exercised separately or concurrently.

9. Waiver and Severability. No waiver by Company of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Indemnity. Purchaser shall indemnify, defend and hold Company and its suppliers harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including actual attorney's fees arising out of, connected with, or resulting from the product after delivery to Purchaser, including, without limitation, the delivery, possession, use, installation, operation, lease or transfer of the product.

11. Applicable Law and Arbitration. This Agreement is deemed to have been executed in Sacramento County, State of California, and shall be interpreted and governed by the laws of the State of California, without regard to conflicts of law rules. Any disputes between the parties shall be finally settled by mandatory binding arbitration in Sacramento, California, conducted in accordance with California Code of Civil Procedure §§ 1282 et seq., including, but not limited to, section 1283.05, with each party to bear its own costs and attorneys' fees and disbursements. Such arbitration shall be conducted before a single arbitrator selected by the parties, or if the parties are unable to agree on an arbitrator, an arbitrator appointed by the Sacramento Superior Court. Judgment on a binding arbitration award may be entered in any court of competent jurisdiction.

12. Force Majeure. The Company shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

13. Entire Agreement. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.