

Solar Production Equipment Corp

SELLERS TERMS & CONDITIONS OF SALE

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1. **Entire Agreement.** The parties agree that there are no understandings, agreements, or representations, express or implied, not specified herein, respecting this offer of sale, and that this instrument contains the entire agreement between the Seller and Buyer. No prior waiver, course of prior dealing or usage of the trade shall be relevant to supplement or to explain terms used in this agreement.
2. **Controlling Terms.** All sales are expressly limited to, and the rights and liabilities of the parties shall be governed exclusively by, the terms and conditions herein. In the event any purchase order or offer from Buyer states terms additional to or different from those set forth herein, this document shall be deemed a notice of objection to such additional or different terms and a rejection thereof. Any order confirmation, acknowledgement, or shipment of product by Seller to Buyer subsequent to Seller's receipt of a purchase order or offer from Buyer shall not be deemed to be an acceptance by Seller of an offer to contract on the basis of any Buyers terms and conditions. Receipt and acceptance by Buyer of products shall be conclusive evidence of Buyers acceptance of the terms and conditions set forth herein as the sole controlling terms and conditions of the contract between the Seller and Buyer. Stenographic and clerical errors by Seller are subject to correction.
3. **Acceptance of orders.** Seller possesses the exclusive right to accept or refuse any and all orders. No bid, offer, or quotation shall be valid or binding upon Seller, and no orders shall be accepted, and no sale shall be final until such bid, offer, quotation, order, or sale shall be confirmed / acknowledged in writing by the Seller.
4. **PRICES:** All prices quoted are subject to change, upon written notice from Seller to Buyer, at any time prior to Seller's acknowledgement of Buyer's purchase order. Seller represents and acknowledges that it may issues project quotations for its products and that the quotations given to Buyer are valid for thirty (30) days. If there is a delay in completion of shipment of said order, due to any change requested by the Buyer or as a result of any delay on Buyer's part in furnishing information required for completion of the order, the price agreed upon at time of acceptance of the order is subject to change. Prices reflect standard packaging for domestic shipments only. Prices are EXW at the Seller's loading dock (INCOTERMS 2010) and are exclusive of all taxes – federal, state, provincial or local, which shall be paid directly by Buyer. There will be added to the quoted price any sales or other tax or duty Seller pays or is required to collect or pay upon sale of merchandise quoted if such amount is not included for the merchandise or merchandise quoted. If such amount is not included in invoice for the merchandise, it may be invoiced separately later.
5. **TERMS OF PAYMENT:** Standard terms of payment are “due and payable in full upon receipt” as defined below. *Goods are deemed to have been received upon loading of the material onto a carrier at the Sellers point of shipment.*
6. **CREDIT:** All sales are subject to the approval of Seller's credit department. Extended credit terms (net 30 days) may be negotiated and established subject to documented acceptance and “credit approval” by Seller. Such terms will be evidenced on the face of the Sellers order confirmation and / or invoice.
7. **A finance charge of 2.5% per month will be added to all invoices not paid within specified terms.**
8. **DELIVERY:** Shipping terms are EXW at the Seller's loading dock (INCOTERMS 2010) and all liability for goods transfer from Seller to the Buyer at the time and place of loading onto a carrier at the Sellers warehouse. If an estimate of time of shipment or delivery has been made in a proposal, it is to be understood that it is approximate only. All estimated shipping dates are subject to delays caused by Seller provided testing material, civil insurrection, war, fire, strikes, labour stoppages, acts of God, shortages of fuel, energy or materials, the failure of suppliers or subcontractors who satisfactorily meet scheduled deliveries, the establishment of any priority systems by the U.S.A. or Canada or their respective agencies, or any other factor or cause beyond Sellers control; none of which factors or cause shall give rise to any liability on Seller's part whatsoever, including loss of use or for any indirect or consequential damages.

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RISK OF LOSS: Delivery shall occur, and risk of loss shall pass to Buyer upon delivery (loading) of the material on to a carrier at the point of shipment. Transportation shall be at Buyer's sole risk and expense, and NO claim for loss or damage in transit shall be made against the seller for any reason whatsoever.

10. DISPUTES: This agreement is deemed to be entered into in the province of Alberta, Canada and to be an Alberta, Canada contract and shall be governed and construed in accordance with the laws of the province of Alberta Canada. Seller and Buyer specifically agree that any legal action brought relating to goods purchased or relating to this contract will be brought and tried in the province of Alberta Canada. Buyer hereby waives all objections to venue, and Buyer consents to service of process by certified mail addressed to the same address as that address designated for the delivery of the goods purchased hereunder.

Sellers address for the purpose of Service is: Solar Production Equipment Corp,
#66-64089-393Ave East, Okotoks, Alberta, Canada, T1S 0L1

11. LIABILITY OR RESPONSIBILITY:

Seller represents and acknowledges that products or assemblies may be assembled with materials, components and third-party products commercially purchased. Those materials components and third-party products may carry warranties by their respective manufacturers. In such cases the Seller will use reasonable effort to aid the Buyer in attaining such third-party warranties.

Buyer shall indemnify and hold Seller harmless from and against claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease, or death, or to destruction of tangible property, but only to the extent caused by sales, service and installation of products purchased from Seller, or Buyer's breach of this Agreement. **Seller makes no Warranty of merchantability or fitness for a particular purpose, application, or any other warranty, express or implied, except as is expressly set forth herein.**

IN NO EVENT SHALL SOLAR PRODUCTION EQUIPMENT CORP. BE LIABLE TO THE BUYER OR ANY OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. WAIVER: The failure of either party hereto at any time to require performance by the other party of any of its obligations hereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party hereto of any remedy with respect to a breach of any provision hereof shall not be taken as a waiver of a remedy with respect to any succeeding breach of such provision or any breach of other provision.

13. SEVER ABILITY: The Buyer agrees that each provision contained in these Terms and Conditions of Sale shall be treated as separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in these Terms and Conditions of Sale shall for any reason be held to be excessively broad as to scope, activity or subject so as to be enforceable at all, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extend compatible with the applicable law.

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- 14. MODIFICATION:** The Terms and Conditions of Sale set forth herein may not be modified except by written agreement referring specifically to these Terms and Conditions of Sale and signed by a duly authorized representative of Seller. **Any Provisions of the Buyer's purchase order, which is inconsistent with the foregoing, shall be of no force and effect. Seller shall have agreed only to the Terms and Conditions of the Sale in the manner set forth herein.**
- 15. WARRANTY:** Solar Production Equipment Corp. warrants its products in accordance with its **Limited Warranty version 3.0 dated November 1, 2010.** **Seller makes no Warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, except as is expressly set forth herein.**

Solar Production Equipment Corp. reserves the right to modify or amend its Warranty at any time and without notice. Solar Production Equipment Corp. acknowledges that its Warranty rights may be assigned from Buyer to Buyer's customers and end-users.