

## AMERICAN SOLAR WHOLESALE TERMS AND CONDITIONS OF SALE

American Solar Wholesale, is referred to as ASW in this document. Price, specification, and terms are subject to change without notice. ASW is not responsible for errors in typography and/or photography. All parts come with original manufacturer warranty and the respective manufacturers handle technical support. Customer pays return shipping on all services. ASW reserves the right to refuse service to anyone. ASW is a division of Equity Service Group Inc.

**American Solar Wholesale accepts the following Payment Methods: Credit on open account at sole descretion of ASW.**

1. Prepaid Company Check, Cashier Check or Money Order  
(Orders will be processed and shipped after the receipt and clearance of a Check or Money Order. Allow 7 to 10 business days for checks and 2 days for Cashier's Checks or Money Orders to clear. )
2. Bank Wire Transfer for orders over \$600. (Banks generally charge \$15 to \$25 for this service.)
3. No COD, or Credit Card orders please.

### GENERAL TERMS AND CONDITIONS

**American Solar Wholesale (ASW) Solar Purchase Agreement:** By accepting delivery of any product delivered from ASW you ("Customer") agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and American Solar Wholesale. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from American Solar Wholesale.

**Payment Terms on Orders:** An order is not binding upon ASW until it is accepted. ASW must receive payment before it will accept an order unless otherwise previously agreed in writing. Payment for product(s) ordered is due prior to shipment. Customer can make payment by wire, cashiers check or some other method prearranged with ASW. Profoma Invoices require a non-refundable deposit of 25%. Open Account invoices are due net 30, and are reinsured by our credit reinsurance provider. A charge of 1-2 cents a watt additional to quoted price will apply for open account.

When credit terms have been established, Customer agrees to pay the amount due as specified on the invoice and agrees to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

**Shipping Charges/State Taxes:** Your total cost for purchase of any product will include shipping and handling charges as well as applicable state sales tax, and shown on AWS's invoice. Holders of State Tax Resellers Certificates will not be charged Sales Tax. California accounts must provide a copy of resale certificate or they will be charged sales tax.

**Processing Time:** You can expect your order to be processed within two to 30 business days. ASW aims to ship your order within 5 days of order placement unless otherwise communicated. Certain backordered items will be shipped as soon as possible, but in all such cases, you the customer, will be given an estimated ship date prior to order confirmation.

If you need an item by a certain date, please check with your sales person regarding availability of the item and shipping options.

**Back Orders:** Any items that are unavailable will be placed on back order, and the remainder of your order will be shipped. Estimated ship dates will be provided however please note that these dates are "estimates" and not guaranteed to arrive on that date. Backordered shipments require customer approval.

**Order Status:** ASW will do everything possible to keep you informed of your order via e-mail. Your tracking number will be emailed to you once the item is shipped.

**Change Orders:** You may change your order, provided that your order has not yet been processed and shipped. If items have shipped the normal restock fee of 15% will apply. Please contact your sales person directly with any changes to be made and please have your order invoice number available.

**Shipping Policy:** ASW and ASW vendors carefully inspect all shipments. Customers must inspect their shipments upon delivery prior to signing the release. Customers who will not be signing for their order when it is delivered, are responsible to see that the person signing has read and understands the ASW Terms and Conditions.

An independent shipping contractor such as UPS, FedEx or a commercial trucking company will deliver the order. When the shipment arrives the driver will ask you to sign for the delivery. This is a legal document stating that the package is being delivered in good condition without damage and that the customer is waiving any additional claim from the shipper. Before signing, inspect the package(s) closely on all six sides. Note any box damage including scuffs, dents, tears, punctures or creases on the delivery receipt. If there is anything unusual with the package, the customer has the right to open it to inspect the contents. If the driver is unwilling to wait while you inspect all of the items, you may mark on the delivery receipt "Concealed Damage Possible".

If there is damage to the shipment, then you must refuse the package and contact ASW immediately.

**Cancellation Policy:** To cancel your order, please call during our normal business hours and speak with your sales representative or someone in our Customer service department. If any portion of your order has shipped, a 15% restocking fee will be deducted from your refund. The refund will occur within 48 hours of the receipt of the cancellation or the return of all products that have shipped. Many of our products are custom built. These items include but are not limited to power panels, battery boxes, many Solar Converter products, trackers, batteries. If you need to cancel an order for any of these products there is a cancellation fee even if the item has not shipped. The cancellation fee will vary depending on the manufacturer but may be as much as 25% of the cost of the item. This fee is the same fee that manufacturers pass onto us for canceling the order. PROFORMA INVOICE ORDERS require a deposit that is non-refundable once given. ASW may elect at its option to refund the PRO FORMA INVOICE DEPOSIT, depending on circumstances.

**Return Policy:** Merchandise, except for products that were specially ordered and/or assembled for the customer, may be returned within 30 days of the receipt of the product.

Before returning items, it is necessary to call and speak with your sales representative to obtain an RA # for your return. Once you have been instructed where to return the item you are responsible for shipping charges back to that address. Once issued, RA numbers are valid for 30 days from the date issued and items must be received in that time frame. Please reference this number in a clear location on the outside of the package when returning product. The Customer shall be responsible for the return of any unused product and agrees to use only reputable carriers capable of providing proof of delivery and insurance for the value of the shipment.

You will receive a refund or credit towards your account, provided the merchandise is returned in the original packaging, in new and resalable condition with the original blank warranty cards, manuals, and all accessories. If any component of the returned product is missing, the return procedure is breached and ASW may reject the return or may choose to impose additional charges for replacement of the missing component.

A 15% restocking fee will be charged for all returns. Custom built items are non-returnable. Shipping charges are not refundable. Returns for non-defective items are pre-paid by you, and subject to re-stocking charge.

**Warranty Policy (THIS SECTION DOES NOT APPLY TO ASW MANUFACTURED MODULES, SEE ASW WARRANTY FOR ALL ASW MODULES):** ASW is a distributor and a manufacturer.

**EXCEPT FOR ASW MODULES**, products sold by ASW are not manufactured by ASW therefore we do not warranty any of the products we sell. Most items that we sell are covered by the original manufacturer's warranty, service, or support policy (if any). In the event that there is a technical problem that occurs with your product upon receipt or installation of your product we urge you to contact the manufacturer directly. The Customer shall be responsible for the return of any defective product and agrees to use only reputable carriers capable of providing proof of delivery and insurance for the value of the shipment.

ASW bears no responsibility in sending a replacement item to the Customer in the event that they have received a defective product. If you receive a defective unit, contact the manufacturer and they will typically repair or replace the product.

**Product Listings:** ASW product descriptions are not designed or intended to replace your personal product knowledge, experience and/or research or that of a professional installer or licensed electrician.

ASW strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, links and any other product information contained in or referenced on our site. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, ASW at its sole discretion shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information. Moreover, all links on ASW website are intended only to provide visitors with assistance finding additional information and professional opinion; however, due to the fast pace of the industry, complex nature and personal subjective experiences, reviews can become outdated or less accurate over time or even at inception and should therefore never be the sole determinate in a purchasing decision, or, most importantly, a substitute for doing ones own product research. Please remember to consider, you, our valued patron, are ultimately responsible for any purchase decision.

**Links:** This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statement of any other site that collects personally identifiable information.

**Security:** Security is our number one priority. Your company data will never be released to any third party. In Credit Approval Applications, only the third party credit insurer will receive your application.

**Privacy:** ASW respects your privacy. We will not under any circumstances sell or release your information to anyone. All of the information obtained from our web site will be used for internal purposes only and never shared or sold.

**LIMITATION OF LIABILITY:** IN ALL CIRCUMSTANCES ASW'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. ASW SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. ASW SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT ASW IS APPRISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

**Title & Risk of Loss:** ASW will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier. ASW reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow ASW to sign appropriate documents on Customer's behalf to permit ASW to protect its purchase money security interest. ASW will advise Customer of estimated shipping dates, but ASW will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public

enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

**Governing Law and Jurisdiction:** Any dispute arising out of or related to these Terms and Conditions or the sales transaction between ASW and Customer shall be governed by the laws of the State of California, without regard to its conflicts of law rules. Specifically, the United Nations Convention on the International Sale of Goods shall not govern the validity, interpretation, and performance of this agreement. ASW and Customer consent to the exclusive jurisdiction and the venue of the State Courts of the State of California, Siskiyou County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against ASW that is more than one year after the date of the applicable invoice.

**Severability:** If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable California law.

**Waiver:** The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

**Entire Agreement:** These terms and conditions, together with ASW'S invoice respecting the products ordered by Customer, are the complete and exclusive agreement between ASW and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between ASW and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

**Third Party Warranty and  
Performance Insurance available**



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