



**RENESOLA AMERICA INC.**  
**– GENERAL TERMS AND CONDITIONS OF SALE –**

**NOTICE:** These General Terms and Conditions of Sale (“Terms”) exclusively govern the contractual relationship between you (“Buyer”) and ReneSola America Inc. (“Seller”), each a Party, and specifically any and all quotations by Seller and any and all purchases or orders made by you, which may be further indicated or described on a purchase order (“PO”) and/or Seller’s acceptance of the PO (whether or not communicated by a written PO Confirmation), unless there is a valid and applicable signed agreement between the Parties (“Sales Agreement”). The express provisions of the Sales Agreement or PO Confirmation prevail over these Terms in case of conflict. Seller’s acceptance is conditioned upon Buyer’s assent to these Terms. Seller explicitly rejects any additional or different terms proposed or contained in Buyer’s PO and other communications unless expressly agreed otherwise by both Parties’ authorized representatives in writing, and any of Seller’s failures to object to such terms shall not be an acceptance of such terms nor a waiver or modification of these Terms. Seller may purchase the material and equipment from any brand manufactures (“Manufacturer”) and resell to Buyer per Terms listed here.

**1. Pricing; Billing** – Prices are subject to change by Seller without notice. The prices stated in the PO and PO Confirmation exclude all applicable federal, state, and local taxes, such as sales and use taxes, use, excise and value added. The total invoice amount will include sales and use taxes, unless Buyer provides Seller with valid exemption documentation prior to shipment. Seller may submit invoices either electronically or by mail. Time in connection with any early payment discount offered by Seller, if any, is calculated from the invoice date. Payment is deemed made upon receipt by seller or its bank. Buyer may purchase the material and equipment from any brand manufactures (“Manufacturer”) and resell to Buyer per Terms listed here.

**2. Credit** - In the event of late payment, Buyer shall pay finance charges equal to the lesser of 18% per annum of the value of the delayed payment or the maximum rate allowed by law. Any of Seller’s grant or extension of credit to Buyer does not impose by itself any liability on Seller; Seller may change its credit grants and policies at any time. Seller will give Buyer 10 days’ written notice of any credit decisions affecting Buyer.

**3. Delivery; Deferment** – Delivery is contingent on Buyer’s timely payment of its prior or concurrent payment obligations; consequently, delivery, title to products, and risk of loss passes to Buyer pursuant to the ship/trade term (per INCOTERMS 2010 Rules) set forth in the PO Confirmation, or if unstated, then to EXW Seller or Manufacturer’s Shipping Point. Seller may deliver products ahead of schedule; delivery dates are approximate and estimates based upon prompt receipt of all necessary information. Failure to ship or deliver by the specified approximate date is not grounds for setoff, charge back, deductions, or other damages or claims against Seller.

**3.1 Reservation Policy** – Seller will inform Buyer whether ordered products will be taken from inventory or placed in production. If the ordered products are to be taken from inventory, Seller will reserve the products for Buyer based on the following reservation policy: 20% deposit of the invoice price reserves the products for up to two weeks; 40%, up to one month; (upon Seller’s additional written approval). The reservation period begins upon Seller’s receipt of the applicable deposit, and Buyer must arrange for receipt of delivery of the products before the reservation period expires. If Seller does not receive the appropriate deposit or if the reservation period expires, then Seller is entitled to immediately cancel the reservation and suspend the PO without liability, after which Seller will fulfill the PO based on product availability. If the ordered products are to be reproduced per Buyer’s request, Buyer should place at least 20% and up to 100% deposit of the invoice price to serve such reproduction order which depends on the popularity of the ordered products. If Buyer’s deposits, if applicable, not in place within 48 hours after PO confirmation, Seller shall have right to postpone the execution of orders to reserve or reproduce products until deposit in place. Seller shall not be responsible for any losses or damages incurred by Buyer in the application of the reservation policy, and all deposits shall be nonrefundable and nontransferable after expiration of the reservation period.

**4. Inspection; Returns** – Within 14 days of receipt of products, Buyer shall inspect the products for quality, specification, and quantity. Failure to notify Seller in writing of nonconforming products within the inspection period indicates Buyer’s acceptance of all products received. Buyer shall abide by Seller’s instructions, i.e., Seller’s Return Merchandise Authorization process, for any claims of nonconforming products. After the inspection period, Buyer shall pay a restocking fee of 25% (or lower for select products at Seller’s discretion) of the purchase price for any return of products, regardless of conformity. No return of products is permitted at any time unless Seller at its sole and absolute discretion gives prior written authorization. Buyer shall be responsible for proper packing to ensure safe return, as well as for all freight charges and risk of loss or damage associated with the return transport. All returns upon arrival to Seller are subject to Seller’s inspection. Credit will not be extended to Buyer for return of products that are damaged, used, or obsolete, or with missing parts, or that cannot be resold as new.

**5. Cancellation** – Provided that Seller has not yet shipped the ordered products, Buyer may cancel the order no later than 48 hours after Seller issues a PO Confirmation, after which all sales are final. After the cancellation period passes, all deposits are nonrefundable and nontransferable

**6. Termination** – Each Party is entitled to terminate or suspend its contractual performance, upon written notice to the other Party, only if: (A) the other Party commits a material breach of its obligations which (if capable of remedy) it fails to remedy within 30 days of written notice given by the terminating Party specifying the breach; or (B) any Party’s performance is prevented or hindered by a Force Majeure (as defined herein) event for more than 30 days; or (C) as otherwise expressly set forth in these Terms. Notwithstanding the foregoing, Seller may also terminate, without prior notice of breach, any order delayed or deferred by Buyer for over 30 days past the delivery date listed on the PO Confirmation.



**7. Excusable Delays** – Upon written notice, Seller may suspend performance of its obligations to the extent that such performance is prevented or hindered by Force Majeure, which is hereby defined to include, without limitation, any act of God, act of any governmental or super-national authority, unavailability of raw material, war or national emergency, breakdown of plant or machinery, act of terrorism, riot, civil commotion, strike or other labor disturbance, fire, explosion, flood, epidemic and any other unspecified, unforeseen, and uncontrollable events beyond Seller's control.

**8. Assignment** – No rights or obligations attributed to Buyer under these Terms may be assigned or delegated by a Party without Seller's prior written consent; any purported assignment or delegation without such consent is void. In no event shall any such assignment relieve Buyer of its payment or other obligations, but Seller reserves the right to seek payment and recovery from any lawful assignee or person or entity which has assumed the assets or business of Buyer.

**9. Governing Law** – These Terms will be governed and interpreted by the laws of the State of California (except conflict of laws principles).

**10. Collections** – Subsequent to Buyer's breach and/or default of any of these Terms, Seller may employ any company, agency, or attorney to collect any and all amounts owed by Buyer to Seller, including without limitation purchase prices, taxes, deferment charges, finance charges, and restocking fees; and Buyer shall reimburse to Seller all costs, expenses, and fees, including reasonable attorney's fees, incurred by Seller to enforce these Terms.

**11. Warranty** – Installation and maintenance must be pursuant to the Manufacturer's manual, if applicable. The goods sold by Seller are products of recognized Manufacturers under their respective brand or trade name. Seller shall use commercially reasonable efforts to secure from each Manufacturer, pursuant to the Manufacturer's warranty (copies of which are available upon request), the repair or replacement of products that prove defective in material, design, or workmanship. Seller makes no other warranty except as to title ("Limited Warranty"). THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES BY OR ATTRIBUTED TO SELLER, WHETHER EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THAT OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, WORKMANLIKE EFFORT, OR ARISING FROM COURSE OF DEALING OR PERFORMANCE OR FROM TRADE PRACTICE, DO NOT APPLY TO SELLER'S OBLIGATIONS REGARDING THE SALE OF PRODUCTS AND ARE DISCLAIMED. At no circumstance Seller are responsible for the cost to verify and remedy the defective in material or workmanship even though the Manufacturer may not perform or delay to perform the obligation of the warranty.

**12. Remedies; Limits on Liability** – THE REMEDIES STATED IN THESE TERMS ARE ADDITIONAL TO ALL OTHER REMEDIES AT LAW OR IN EQUITY, BUT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR REVENUE, BUSINESS OPPORTUNITY, PRODUCTION, AND GOODWILL, WHICH ARISES FROM THESE TERMS REGARDLESS OF CONTRACT, WARRANTY, TORT OR OTHER TYPE OF CLAIM, AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The aggregate maximum liability of Seller, whether arising from contract, warranty, tort, product liability, or otherwise, in damages, costs, or otherwise, shall never exceed 20% of the invoice value paid by Buyer under the PO relevant to the cause of action. Seller disclaims all liability relative to gratuitous information or services provided by Seller but which are not required under these Terms. These limitations shall apply despite any failure of essential purpose of the limited remedies set forth herein. Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of material or equipment hereunder, or its sale, resale, operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the 20% of the price allowable to such material or equipment or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges unless written agreed upon in advance by Seller's Officer. Seller shall not in any event be liable for special or consequential damages including, but not limited to, loss of profits or revenue, liquidated damages, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

**13. Indemnity** – To the fullest extent permitted by law, Buyer shall indemnify and hold harmless Seller and its suppliers against all claims of Buyer and any third party, for any and all damages or losses referenced in the previous Section, and for any other damages, losses, or expenses (including all reasonable attorney fees incurred by the indemnified parties to defend such claims and to enforce these Terms), arising from or connected to Buyer's contractual performance or breach of these Terms or to Buyer's negligence or misconduct. The foregoing indemnity shall be in force (i) whether a claim is based on contract, indemnity, warranty, tort, strict liability, or any other legal or equitable theory; (ii) despite any failure of essential purpose of this Section or these Terms; and (iii) whether the other party is advised of the possibility of said damages or losses, which includes without limitation, loss of profit or revenue, loss of business opportunities, loss of production, and loss of goodwill. Notwithstanding anything to the contrary, nothing in this Section shall limit a party's liability for fraud, willful injury to persons or property, violation of law, or gross negligence.

**14. Amendment/Modification** – These Terms supersede all previous versions of General Terms and Conditions of Sale. These Terms may only be modified or amended by a signed writing between the duly authorized representatives of both Parties.

**15. Intellectual Property and Indemnification**- Seller makes no warranty or representation with regards to any patent, trademark, copyright, trade dress, or trade secret, relating to or claimed to arise from any product sold to Buyer. Seller will not and does not indemnify or otherwise hold harmless Buyer from any claim of misappropriation or infringement of any patent, trademark, trade dress, trade secret, copyright or other rights relating to any merchandise. Buyer agrees that Buyer will not make any such claim, or seek any such indemnification, and that such a claim or demand by Buyer



constitutes a breach of these Standard Terms, and that Buyer shall pay all attorney fees and other court costs incurred by Seller in defending against any such claim or demand, whether or not a legal action is commenced or filed.

**16. Hazardous Business** -Material and equipment distributed by Seller has been designed and manufactured for use in standard commercial, industrial and residential applications. If the material or equipment is to be applied in any location which might be of a hazardous nature, such as atomic installations, commercial or military aircraft, missile installations, space explorations or other critical applications where a failure of a single component could cause substantial harm to persons or property, Seller disclaims all responsibility. Any questions should be referred to the Manufacturer through Seller.

**17. General Provisions** – Paragraph headings are inserted for convenience only and shall not be construed to affect the scope of the provisions of these Terms. Seller’s failure to enforce at any time any provisions of these Terms will not be construed in any way to be a waiver of such provisions; nor will its waiver of a prior breach or obligation constitute a waiver of subsequent breach or obligation. The invalidity of any provision of these Terms shall in no way affect the validity of any other provisions hereof. In the event of a conflict between the PO and PO Confirmation, the terms of the PO Confirmation shall prevail. Sections 1-4, and 9-13 herein shall survive any termination of these Terms.

*Note:* Please ask your ReneSola account representative for details regarding ReneSola America Return Policy and LED Advertising Price Policy.

*Effective:* Jan 30<sup>th</sup>, 2018