

# SOLARSET PURCHASE TERMS AND CONDITIONS

## REVISION 2026.2

In consideration of the mutual promises set forth herein, Buyer shall purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Solar Photovoltaic System (the “System”), other goods, and/or Installation Services (defined below) set forth on the Quotation to which these terms are attached or incorporated by reference (the “Quote”). As used herein, “Buyer” means the buyer listed on the Quote, and “Seller” means Power Zone Equipment, Inc. d/b/a SolarSet. Capitalized terms used in these terms not defined in these terms have the meaning given in the Quote.

### 1. CONTROLLING DOCUMENT.

(a) OTHER THAN THE EXCEPTION MADE IN PARAGRAPH 1B OF THIS DOCUMENT, THIS AGREEMENT CONSTITUTES A REJECTION OF ANY PRIOR OFFER MADE BY SELLER OR BUYER WITH RESPECT TO THE SYSTEM, GOODS AND/OR SERVICES SPECIFIED ON THE QUOTE AND IS AN OFFER TO SELL SUCH GOODS AND/OR SERVICES ON THE TERMS SET FORTH HEREIN AND NO OTHERS. Buyer’s acceptance of this Quote is evidenced by its execution (signing) of the Quote or payment of any payments or fees due hereunder, whichever occurs sooner. Buyer’s acceptance is limited to the terms and conditions of this Quote. The terms and conditions set forth herein constitute the entire agreement of the parties with respect to the subject matter hereof and cancel and supersede all prior communications, understandings and agreements. This Quote shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by both parties.

(b) In the event the buyer is a registered dealer or reseller of SolarSet, the dealer/reseller agreement already in place shall take precedence over this agreement, and this agreement shall only be effective for topics that are not adequately defined in the dealer/reseller agreement.

### 2. PAYMENT TERMS.

(a) Invoices. Unless otherwise specified in the Quote, all goods are invoiced upon Buyer’s acceptance of the Quote and payment of a deposit equal to 20% of the total Quote value. The 80% balance is due when Seller notifies Buyer that the items are ready to ship. All prices are in U.S. Dollars. Any services are invoiced following the performance thereof and due and payable upon receipt unless otherwise agreed in writing. All prices for goods and services are exclusive of, and Buyer is responsible for, all sales, value added, use and like taxes and any applicable customs duties, import licenses, excise fees or tariffs. Buyer must provide Seller a valid certificate of tax exemption from the appropriate taxing authority if Buyer is exempt from paying sales tax. Payments not received within thirty (30) days of date of invoice shall be subject to interest at a rate of the lesser of the maximum allowed by law or 1.5% per month.

(b) Price Changes. In the event of material changes to any or all of the following: (i) market conditions, (ii) regulatory obligations, (iii) freight and shipping costs, or (iv) supply chain costs and expenses (including without limitation, tariffs or import/export costs), Seller reserves the right in its sole discretion to change prices to goods or the System by up to 3% by providing Buyer at least ten (10) days prior written notice via an additional invoice which shall be paid in accordance with this Agreement.

(c) Material Price Changes. Seller reserves the right in its sole discretion to change prices to goods or the System by more than 3%, subject to this paragraph. If, due to the factors enumerated in Section 2(b) above, Seller deems it to be in its best commercial interest to increase the total in the Quote by more than 3%, Seller shall provide written notice to Buyer, in which case, Buyer may elect to, as its sole and exclusive remedy: (i) cancel the Quote and receive a full refund, (ii) revise the Quote upon mutual agreement with Seller to

purchase different products and/or services, or (iii) agree to the increased price, which will be reflected in an additional invoice and payable in accordance with this Agreement.

**3. PACKING AND SHIPMENT.** Unless otherwise specified, Seller will package all goods in a manner which is (i) in accordance with good commercial practice, and (ii) reasonably adequate to ensure safe arrival of the goods at the named destination.

**4. CODE COMPLIANCE.**

(a) Buyer Liability. Buyer shall obtain all relevant permits, permissions, and any other municipal and/or utility authorizations (collectively, "Authorizations") necessary to own and operate the System. Buyer shall use best efforts to obtain all Authorizations prior to shipping of the System. Failure to obtain Authorizations will not excuse Buyer's performance under this Quote. Seller shall use commercially reasonable efforts to provide all relevant information relating to the System upon Buyer's written request.

(b) Code Review Services. Upon the parties mutual written agreement, Seller may provide certain assistance regarding compliance with local/municipal ordinances or codes (including electrical codes) (collectively, the "Codes"), and permitting research (the "CR Services"). The CR Services will be subject to additional fees based on Seller's then current hourly rate for the same. CR Services are intended only to assist Buyer in locating applicable Codes. Under no circumstances does Seller warrant or otherwise guarantee the CR Services in any manner and Buyer shall be solely responsible for compliance with all Codes and obtaining all necessary Authorizations.

**5. SYSTEM PERFORMANCE, APPROVALS AND INCENTIVES.**

(a) No Production or Savings Guarantee. Buyer acknowledges and agrees that actual System performance, energy production, utility bill savings, energy offset percentage, return on investment, payback period, renewable energy credit value, and other economic or operational results may vary due to factors beyond Seller's control, including without limitation weather conditions, shading, equipment degradation, utility rates, consumption patterns, system maintenance, utility curtailment, and site conditions. Unless expressly stated in the Quote, Seller does not guarantee any specific energy production, utility savings, bill reduction, offset percentage, return on investment, payback period, or other financial or operational outcome.

(b) No Utility or Regulatory Approval Guarantee. Buyer acknowledges that operation of the System may require approvals, permits, inspections, interconnection agreements, or permissions from utility companies, authorities having jurisdiction ("AHJs"), building departments, electrical inspectors, homeowner associations, insurers, lenders, governmental agencies, or other third parties. Seller does not guarantee the approval, timing, acceptance, issuance, or continuation of any such approval, permit, inspection, authorization, or interconnection arrangement.

(c) Buyer's Responsibility for Authorizations and Interconnection. Unless expressly agreed otherwise in writing, Buyer shall be solely responsible for obtaining and maintaining all permits, approvals, inspections, utility interconnection agreements, and other Authorizations necessary for installation, ownership, and operation of the System. Delays, denials, additional requirements, or costs imposed by utilities, AHJs, or other third parties shall not relieve Buyer of its obligations under this Agreement.

(d) No Tax, Accounting, or Legal Advice. Seller does not provide legal, tax, accounting, financial, or investment advice. Buyer is solely responsible for consulting with its own professional advisors regarding the tax, financial, legal, and economic implications of purchasing and operating the System.

(e) No Incentive or Tax Credit Guarantee. Seller makes no representation, warranty, or guarantee regarding Buyer's eligibility for, qualification for, receipt of, or continued availability of any federal, state, local, utility, or other incentive, rebate, grant, tax credit, tax deduction, depreciation benefit, renewable energy credit, net-metering program, or other governmental or utility-based program. Buyer acknowledges that eligibility requirements, laws, regulations, utility policies, and incentive programs may change at any time and are outside Seller's control.

(f) Non-Reliance. Buyer acknowledges that it has not relied upon any estimate, projection, proposal, marketing material, illustration, verbal statement, or other representation regarding System performance, energy production, utility savings, tax benefits, incentives, utility rates, or financial returns

except as expressly set forth in the Quote. No verbal statement, estimate, projection, or representation by Seller or its representatives shall be binding unless expressly stated in the Quote.

(g) System Sizing & Placement. Buyer remains responsible for determining whether the System meets Buyer's energy objectives and acknowledges that Seller has not guaranteed any specific production, savings, or offset percentage unless expressly stated in writing. Unless otherwise outlined in writing in the Quote, Buyer is also responsible for choosing and preparing the location to place the System.

**6. INSTALLATION SERVICES AND SITE PREPARATION.** In consideration of Buyer's payment to Seller of the applicable fees outlined in the Quote, Seller will provide the services related to the unloading, unpacking, assembly, installation and/or electrical integration (electrical integration services shall be referred to as "EIS") of the System that are described in the Quote (together, the "Installation Services") in a designated location at Buyer's facility or residence, the exact location to be agreed to in writing prior to the Installation Services being performed (the "Site"). Buyer shall be responsible for ensuring that the Site is properly prepared for the Installation Services, including, but not limited to, ensuring the area of the Site is not composed of bedrock, is level, dry, and structurally sound, and meets any other requirements provided by Seller in writing. In no event shall Seller be responsible for any preparation of the Site. Buyer acknowledges that Seller specifically disclaims liability for disrupting any buried utility lines that service the Site in connection with the Installation Services, unless such disruption solely and directly results from Seller's gross negligence or willful misconduct. Seller shall have no liability for improper preparation of the Site by Buyer or its subcontractors. If, in Seller's sole discretion, the Site is not properly described by Buyer prior to the Quotation, or prepped upon arrival, Seller may reschedule the Installation Services and Buyer shall be responsible for all costs and fees associated with such rescheduling of the Installation Services. In no event will Seller be obligated to re-perform any of the Installation Services due to incorrect Site placement or improper Site preparation. Upon completion of the Installation Services, Buyer shall inspect the installed goods with a Seller representative to confirm the Installation Services are complete, at which time Buyer shall complete Seller's then-current acceptance process. Upon completion of that process, the Installation Services are deemed accepted. Buyer shall be solely responsible for ensuring that its electrical system is compatible with the System. Under no circumstances will Seller be obligated to perform work on Buyer's electrical system that is not directly included in the scope of EIS in the Quote, or otherwise complete upgrades to make Buyer's electrical system compatible with the System. If, during the EIS, Seller (or a third party) determines that the System is not compatible with Buyer's electrical system, Seller shall pause all EIS, to be completed upon Buyer's assurance of compatibility. Buyer shall be responsible for all costs and fees associated with the rescheduling of the EIS.

**7. CHANGE QUOTES.** Any modifications to the Quote will require a written change Quote (a "Change Quote") executed by both Seller and Buyer. Without limiting the generality of the foregoing, Buyer acknowledges that the Quote Cost may be modified by any Change Quotes, as applicable. In the event the Seller discovers any latent, hidden, concealed or unforeseeable defects or adverse conditions during the installation of the System, the Seller will promptly deliver to Buyer written notice of the same, including the options for resolving the same. Nothing in this section shall limit the Buyer's right to cancel the Quote pursuant to Section 11 below.

**8. BUYER INSTALLATION.** Buyer may elect to hire a third party installer of the System, or choose to install the System itself. If Buyer elects to complete installation of the System, Buyer shall strictly follow all instructions relating to unloading, unpacking, and assembly provided in the installation documentation ("Documentation"). Buyer shall be solely responsible for ensuring that all installation, including any related electrical work, all Buyer electrical systems and services, and the System is permitted and in compliance with all Codes (including, without limitation, obtaining all necessary Authorizations). Buyer shall be solely responsible for working with local utility companies in relation to grid interconnection. If any party other than Seller or its subcontractor installs the System, then Buyer assumes all risk and loss associated with or arising from any noncompliance with Documentation or Codes.

**9. DELIVERY AND ACCEPTANCE.** Quoted lead times, ship dates, and delivery dates are estimates only. Except as otherwise provided in the Quote, all goods are Free on Board (FOB) Origin (Incoterms<sup>®</sup> 2020). Unless otherwise stated in the Quote, Buyer is solely responsible for the unloading during the delivery window provided. Buyer is solely responsible for the assembly of such goods (including procurement of any necessary tools or resources). Seller shall ship the System and all goods within ten (10) days of when they are ready for delivery, unless different arrangements are mutually agreed in writing by the parties. Buyer shall have three

(3) days following delivery of the System to inspect whether such goods conform to the amounts and specifications set forth in this Quote. Where excess goods are delivered, Seller's sole liability and Buyer's exclusive remedy shall be to either accept and pay for the excess or to return the excess to Seller at Seller's cost. Where goods delivered otherwise do not meet the specifications set forth in the Quote, Buyer's exclusive remedy will be for Seller, at Seller's cost and election, to either correct or replace the non-conforming goods or issue a pro rata refund accounting for the defect.

## 10. LIMITED WARRANTY.

(a) Subject to the limitations and terms set forth in these Terms, and only if Buyer has purchased assembly services as identified in the Quote, Seller warrants that as of the delivery date, the assembly of the System by Seller will substantially comply with the requirements of this Quote, including any drawings or specifications incorporated herein. Where there is a nonconformance with the foregoing warranty and a warranty claim is received during the one (1)-year warranty period ("Warranty Period"), and subject to the limitations and exclusions set forth in Section 10(d) below, Seller's sole liability and Buyer's exclusive remedy will be for Seller, at Seller's cost and election, to either correct the non-conformity, or issue a refund of the price paid in exchange for return of the goods by Buyer.

(b) Subject to the limitations and terms set forth in these Terms, and only if Buyer has purchased EIS as identified in the Quote, Seller warrants that those EIS identified in the Order will be performed in a professional and workmanlike manner. Subject to the limitations and exclusions set forth in Section 10(d) below, Seller, at its sole option and as its sole liability and Buyer's exclusive remedy, will be for Seller to either: (i) repair, correct or otherwise cure, or subcontract or otherwise arrange for a third party to repair, correct or otherwise cure, the defective EIS on which such warranty claim is based; or (ii) pay to Buyer the reasonable cost of repairing, correcting or curing such defective EIS.

(c) Warranty Exclusions: Notwithstanding anything to the contrary set forth herein, Seller specifically excludes from the limited warranties set forth in Section 10(a) and 10(b) above any defects caused by or resulting from any of the following:

(i) If the System is installed on the ground, defects caused by soil movement or erosion for which compensation is provided by legislation or is covered by other insurance.

(ii) Defects caused or made worse by: (A) the materials, equipment or work supplied by any third party; (B) misuse, abuse, negligence, accident, vandalism, theft or unauthorized tampering with the System by any party other than Seller; (C) the negligence, improper maintenance or improper operation of the System by anyone other than Seller; or (D) normal wear and tear or deterioration.

(iii) Loss or damage to the System that results from acts of God or acts of force majeure, including without limitation, fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of underground water table, wind, hail, lightning, falling trees, animals, vehicles, flood, earthquake and climate change.

(iv) Damage to structure of any building or any personal property located on the Site caused by snow or rain runoff over the panels.

(v) Damage to the System resulting from plants or animals.

(vi) Damage to structure of any building or any personal property located on the Site caused by roof leaks; provided that such leaks are not the direct result of the Seller's defective installation of the System, as determined by a third party expert mutually selected by the parties. Buyer hereby acknowledges and agrees that installation of the System will involve penetration of the roof and Seller specifically disclaims any liability related thereto unless the same result directly and completely from Seller's defective installation of the System.

**(d) Buyer's failure to obtain Authorizations or to install or have installed the System in accordance with the Documentation and Codes shall void all warranties associated with the System, and Seller shall have no responsibility to Buyer for any defects, malfunctions, or other problems resulting from improper or incorrect installation of the System.**

(e) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, THE SYSTEM, ALL GOODS AND OTHER SERVICES (INCLUDING, WITHOUT LIMITATION ANY ANCHORING SERVICES) ARE "AS IS" AND SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH

REGARD THERETO, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE OR RESULTS TO BE DERIVED FROM THE USE OF THE SAME.

**11. THIRD PARTY PRODUCT WARRANTY.** Buyer acknowledges that the System may contain products manufactured by third parties. These third-party products are expressly excluded from any Seller warranties. Seller hereby assigns to Buyer, and Buyer shall have the benefit of, all rights Seller obtains under any representations, warranties, and indemnities given by the third-party manufacturer, including any original equipment manufacturer, supplier, seller, or reseller in connection with the System purchased hereunder (collectively, the “Third Party Warranties”). Buyer acknowledges that: (i) Seller will have no liability or responsibility for honoring any such Third-Party Warranties; and (ii) Buyer will be solely responsible for knowing the terms and conditions of any such Third-Party Warranties and enforcing the same. Upon Buyer’s reasonable request, Seller will use commercially reasonable efforts to assist Buyer to connect with the applicable third-party vendor to obtain warranty support for Third-Party Warranties.

**12. CANCELLATION.** Buyer has the right to cancel this Quote for any reason, subject to the terms of this Section. Once the Quote is accepted by Buyer, Buyer may cancel such Quote within three (3) days of signing the Quote for a full refund of the deposit and no penalty. After that three-day period but prior to Seller’s ready-to-ship date, as communicated to Buyer, Quote cancellation shall be subject to a 20% cancellation fee. Because Seller had committed material and labor to the product, and in some cases customized the product to the Buyer’s specific needs, the Quote may be non-cancelable and non-refundable upon Seller’s ready-to-ship date, as communicated to Buyer. The restocking fee after the ready-to-ship date shall be 60% of the order total. All such fees are due and payable immediately upon cancellation. All other changes to the Quote require mutual written agreement. Cancellation must be made via e-mail to the address that appears on the Quote and shall attach the Quote being canceled.

**13. STORAGE FEES AND DELAYED DELIVERY.** If Buyer (a) fails to accept delivery of the System, (b) fails to make arrangements for shipment, (c) fails to provide necessary delivery instructions, (d) fails to make payment required for shipment, or (e) otherwise delays delivery after Seller has notified Buyer that the System is ready for shipment, Seller may store the System on Buyer’s behalf.

Seller may store the System for up to fifteen (30) calendar days following notice that the System is ready for shipment without charge. Beginning on the sixteenth (31st) day following such notice, Buyer shall pay Seller a storage fee of Twelve Dollars (\$12.00) per day for each day the System remains in Seller’s possession.

Storage fees shall accrue daily and be due prior to shipment or release of the System. Seller reserves the right to withhold shipment or delivery until all outstanding storage fees and other amounts due under this Agreement have been paid in full. Buyer’s obligation to pay storage fees shall be in addition to, and not in lieu of, any other rights or remedies available to Seller under this Agreement or applicable law.

**14. TITLE.** Title to all goods purchased by Buyer hereunder will pass to Buyer upon Seller’s receipt of full payment therefor. As between the parties, all right, title and interest in and to all tools, processes, technologies, know-how, resources, designs and specifications (even if provided by Buyer) used in connection with the manufacture of goods hereunder will be and remain with Seller, even if such do not constitute protectable intellectual property (collectively, the “Seller IP”).

**15. LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, REGARDLESS OF FORM OF ACTION (INCLUDING WITHOUT LIMITATION TORT OR CONTRACT), OR ANY LOST PROFITS, EVEN IF SELLER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER’S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY BUYER FOR THE APPLICABLE GOODS OR SERVICES GIVING RISE TO LIABILITY. BUYER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF THIS PROVISION, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THESE LIMITATIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

**16. INDEMNITY.** Buyer shall indemnify, defend and hold harmless Seller (including its employees, officers, agents, suppliers and contractors) from and against any and all claims and losses arising out of or related to i) Buyer’s use of the System following Seller’s delivery of the same (or following completion of the

Installation Services, if applicable); ii) Buyer's failure to comply with any Codes, or with regulations by local utilities company.

**17. NON-DISCLOSURE.** Buyer will hold in strict confidence and not disclose to third parties (a) Seller's pricing, (b) Seller's suppliers, and (c) the Seller IP.

**18. ASSIGNMENT.** No right or obligation under this Quote (other than the right to receive monies due) may be assigned by Buyer without the prior written consent of Seller, and any purported assignment without such consent will be null and void ab initio.

**19. FORCE MAJEURE.** Seller shall not be liable for any failure to deliver goods or otherwise perform hereunder to the extent caused by events or circumstances beyond its reasonable control, including but not limited to acts of God, material changes in market conditions or applicable legislation, telecommunications downtime or failures of suppliers or common carriers.

**20. INDEPENDENT CONTRACTOR.** If Installation Services are purchased under this Quote, Buyer and Seller agree that Seller is an independent contractor and that no partnership or joint venture shall be deemed to exist between them. This Quote does not constitute authority for Seller to act for Buyer as its agent or make commitments for Buyer.

**21. SEVERABILITY; WAIVER.** If any provision of this Quote is held invalid or unenforceable to any extent or in any application, the remainder of the terms of this Quote, or the application of such provision to different persons or circumstances or in different jurisdictions, shall not be affected thereby. No failure or delay of Buyer or Seller in exercising at any time any of its rights, powers or remedies under this Quote, in exercising any election or option provided herein, or in requiring the performance by the other party of any of the provisions herein will in any way be construed to be a waiver of such provisions, and any waiver of any provision granted on one occasion shall not be deemed a waiver of such provision on other occasions. All notices relating to a party's rights or obligations hereunder must be in writing and sent to the other party's address set forth in the Quote. Notices will be deemed delivered on the third business day (fifth if international) following the date sent.

**22. NOTICES.** All notices or other instruments or communications provided for in this Agreement will be in writing and signed by the party giving same and will be deemed properly given if delivered in person, including delivery by overnight courier or if sent by registered or certified United States mail, postage prepaid, addressed to such party at the address set forth above. Each party may, by notice to the other party, specify any other address for the receipt of such notices, instruments or communications.

**23. GOVERNING LAW/VENUE.** All questions, controversies and disputes arising out of this Quote will be governed by and construed in accordance with the laws of the State of Colorado without reference to its conflicts of law rules. Buyer and Seller irrevocably consent to the exclusive jurisdiction of the state and federal courts seated in Denver, Colorado for the resolution of any such question, controversy, or dispute, irrespective of any *forum non conveniens* claim that may be made.

**24. ATTORNEYS' FEES.** In any action, proceeding, or dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, expert witness fees, and expenses incurred in connection therewith.

**25. JURY WAIVER.** The parties hereby waive any right to a trial by jury in any action or proceeding relating to or in connection with this Quote.

**THESE TERMS AND CONDITIONS ARE INCORPORATED INTO AND FORM A PART OF THE QUOTE. BY SIGNING THE QUOTE OR SUBMITTING ANY DEPOSIT, DOWN PAYMENT, OR OTHER PAYMENT RELATED TO THE QUOTE, WHICHEVER OCCURS FIRST, BUYER ACKNOWLEDGES THAT BUYER HAS HAD THE OPPORTUNITY TO REVIEW THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.**

**{End of Document}**