



ADVANCED RACKING LLC STANDARD TERMS AND CONDITIONS

This order and acknowledgement, and future orders from Advanced Racking LLC (Advanced), are subject to the following standard terms and conditions (the "Agreement"). By accepting products or services from Advanced you the customer ("Customer") agrees to be bound by this Agreement. If the terms of this Agreement contradict the terms of any purchase order or order acknowledgment, the terms of this Agreement will take precedence.

1. Pricing

Prices subject to change without notice. Unless otherwise stated in this Agreement, pricing will be as stated on the invoice. All sales are final. Special order, custom built and non-stock items are noncancelable and nonreturnable.

2. Payment Terms

Customer will pay Advanced per the invoice terms, unless otherwise agreed to in writing signed by Advanced

3. Past Due Accounts

Past Due Accounts are subject to a monthly interest charge equal to the maximum interest rate allowed by applicable law. All finance charges for overdue payments will be assessed on Customer's monthly statements and shall be due upon receipt. In no event shall the terms of this order/acknowledgement require payment in excess of the maximum amount permitted by law.

4. Orders

All orders must be in a writing which includes a purchase order number and must be received by Advanced by mail, courier, or email. Advanced reserves the right to refuse any order based on an error in price or quotation. Modification of any order must be confirmed in writing. Advanced takes exception to and hereby objects to all hold harmless and indemnity provisions, either express or implied, set forth in Buyer's order that seek to impose liability on Advanced.

5. Taxes

Prices do not include tax. Taxes will be added, in all cases, unless an exemption certificate is on file with the Advanced. Customer agrees to pay any taxes which are paid or payable, or assessed in connection with this order.

6. Shipment Terms

Delivery or ship dates are not guaranteed and delinquency in delivery will not constitute grounds for charge back, setoff, or other damages or claims of damages against Advanced unless specified delivery or ship dates are requested by Buyer and expressly agreed to in writing by Advanced. Unless otherwise stated in this Agreement or as agreed upon in writing by Advanced, all shipments are F.O.B. from Advanced or plants, warehouses from which material is shipped. When

Customer fails to arrange the delivery of product or authorize Advanced to arrange the delivery of the product for more than 21 days, Advanced reserves the right to invoice Customer \$3.00 per square foot per month for product or arrange a third party warehouse to store the product at the Customer's expense.

7. Packing and Shipping

Advanced will pack and ship products delivered hereunder in accordance with its general practice. Any additional costs incurred by Advanced as a result of special packaging and/or shipping requests will be paid entirely by Customer.

8. Damages and Shortages

If Advanced products arrive damaged, Customer must note any damage on the Delivery Receipt, take pictures of all damage and accept delivery from the carrier. For our Freight Damages and Claims Policy, [click here](#). Customer must then notify Advanced within twenty-four hours of delivery. All claims for shortage or allowances must be made in writing on date of delivery.

9. Purchase Money Security Interest

Advanced or its assigns shall have purchase money security interest in the products purchased hereunder until all charges including installation and/or service charges, if any, are paid in full. Customer agrees to convey power of attorney to Advanced for the sole purpose of execution of documents necessary to perfect the Purchase Money Security Interest. Further, Customer agrees to execute and deliver, so that Advanced may file or record any documents reasonably requested by Advanced for the purpose of protecting and/or perfecting said security interest.

10. Warranties

Warranties of merchantability and fitness for a particular Purpose, made by any of the manufacturers of any of the Materials described herein. Advanced shall not be liable to buyer or buyer's customer for any incidental or consequential Damages. In any event, Advanced's liability shall never exceed the Purchase price of the goods that are the subject of the claim whether or not such goods have been installed or made part of an improvement to real or personal property. Advanced is not responsible for the installation of solar systems or for failures that happen because of improper installation.

11. Specialized Product Orders

If Advanced quotation is premised on products to be customer designed and produced for special application, the quoted price is applicable unless the specifications are subsequently changed by the Customer. Such changes in specifications must be agreed to in writing by Advanced prior to acceptance. If changes in fabrication or design are required by reason of (i) incorrect information furnished by Customer; (ii) deviation from prints or other information submitted by Customer, its representatives or agents; or, (iii) Customer changes in specifications, the cost of such changes shall be at Customer's expense and shall be added to the quoted price. If the specifications, as modified, cannot be met by Advanced, Advanced may, at its option, terminate the order subject only to Customer's obligation to reimburse Advanced.

12. Remedies for Breach of Payment Terms

In the event Customer fails to fulfill the terms of payment or if Advanced shall have any doubt at any time as to Customer's financial responsibility, Advanced may decline to make any further deliveries except upon receipt of payment in cash or other security satisfactory to Advanced. In addition, Advanced shall have all rights and remedies at law or equity available under United States of America law to collect any unpaid amounts owed by Customer. Customer hereby agrees to indemnify and hold harmless Advanced and its affiliated companies against any claims, losses, damages, or expenses arising from a refusal to make deliveries resulting from Customer's failure to pay described herein.

13. Advertising Policy

With written permission Customer is authorized to advertise its relationship with Advanced and Customer is encouraged to use Advanced's products in its advertising. However, Advanced retains the right to revoke the consent granted in this section at its sole unlimited discretion.

14. Force Majeure

Neither Advanced nor its affiliates shall be liable in any way for delays, failures in performance, loss or damages due to any of the following force majeure conditions: fire, strike, embargo, tariff imposition or increase, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor disputes, civil disturbance, government requirement, civil or military authority, acts of God, public enemy, inability to secure products, transportation, facilities, acts of omission of carriers or other causes beyond its reasonable control whether or not similar to the foregoing.

15. Confidential Information

The parties may obtain information from each other that is considered confidential. "Confidential Information" includes all non-public information regarding Advanced or Customer, such as technical data, product design and development, sales information, quantity and kind of products sold, prices and methods of pricing, marketing techniques and plans, product returns, unannounced products, product and process information, and any other information that, if disclosed to others, might be competitively detrimental to the disclosing party. Confidential Information does not include any information that has been publicly disseminated in writing by the disclosing party, any information that the other party can show it knew before the disclosing party's disclosure, or any information that was rightfully received by the other party from a third party without restriction.

16. Non-Disclosure

Each party will maintain the other party's Confidential Information in strictest confidence, may not disclose it to any third party, and may use it only as necessary to perform under this Agreement. The parties will cause their officers, directors, employees, and agents to abide by the terms of this Section, and will be responsible for any wrongful disclosure and use by any of them.

17. General Indemnification

Customer will defend and indemnify Advanced, directors, employees and contractors (collectively "Indemnitees") against any claim or action brought by a third party against an Indemnitee arising from (a) an allegation of Customer's negligence or willful misconduct, or (b) Customer's failure to comply with the requirements of this Agreement.

18. Good Faith Negotiation

The parties will first attempt to resolve any dispute relating to this Agreement through good faith informal negotiation.

19. Arbitration

Any action to enforce or interpret this Agreement shall be settled by arbitration in accordance with the procedures of JAMS. Any party may commence arbitration by sending a written demand for arbitration to the other party. Such demand shall set forth the nature of the matter to be resolved by arbitration. The parties shall share equally in the initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney's fees, costs, and reasonable expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

20. Governing Law

This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of laws provisions.

21. No Assignment

Neither party may assign its obligations or rights under this Agreement or any portion thereof, without the written consent of the other.

22. Entire Understanding of the Parties

This Agreement, together with any Exhibits and Documents incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, promises or inducements, written or oral, regarding its subject matter. No failure or delay in exercising any right is a waiver of that right. All notices and other communications must be delivered certified mail with return receipt requested.