

**TERMS**

Payment terms are Net 30 days from the date of the invoice, upon satisfactory credit approval completed by ReneSola Canada's Finance Department. Late payments are subject to a 1.5% service charge per month. All orders are subject to acceptance by ReneSola Canada and are contingent upon the ability to secure the necessary material and labor. Any changes to orders released after shipping will not be accepted.

**FREIGHT ALLOWANCE**

All shipments are FOB Mississauga, ON Canada. Freight is prepaid on orders  $\geq \$1000$  for all products supplied by ReneSola Canada. Orders under those values are shipped prepaid and charged. Orders outside of Canada will be subjected to third party brokerage fees, prepaid and charged. ReneSola Canada reserves the right to choose the carrier on freight allowed orders.

**FREIGHT CLAIMS**

As all goods are FOB Mississauga, ON Canada, consignee/purchaser is responsible to make claims directly with the carrier.

ReneSola Canada is not responsible for any damage caused by the carrier. Our shipments are carefully inspected, checked and properly packaged at our facility. We fully expect our merchandise to arrive in good condition.

Shipments becomes the receiver's property upon receipt. Damages whether obvious or concealed must be reported within 7 business days of receipt to avoid forfeiting any claims of damages. The above applies to shipments by ReneSola's chosen carriers, otherwise, all claims must be reported directly to the transportation carrier chosen by the recipient or its representative. In case of material shortage, claims must be made to ReneSola within 5 business days of receipt otherwise all orders will be deemed in good & complete status.

**QUOTATIONS**

All quotations are firm for 90 days for delivery within 6 months. Quantity changes may affect the quoted value. Prices exclude taxes (if applicable).

**PRICES**

Prices are subject to change without notice. In the event of a price change, all orders on hand will be filled at the quoted value provided such orders are released. If the orders are not released for shipment prior to the price change, the values are subjected to the new price.

**CANCELLATION & CHARGES**

All approved & released Made-To-Order purchases are considered non-cancelable unless not already shipped and a written consent is issued by ReneSola Canada head office. Cancellation charges for released orders prior to shipping is 25%.

**PART BUYS**

All purchased part orders will be subjected to a \$500 minimum order quantity fee.

**MINIMUM ORDER THRESHOLD**

Any order lower than \$150 will be charged \$10 handling fee. Additional Rush order fee will be applied per request from customer. Back/Sample order to be exempt this threshold.

**RETURNS**

Returns are allowed only on stock purchases and are subjected to a minimum of 25% re-stocking fee after 30 days and up to 90-days from the shipping date. After 90-days, returns shall not be accepted. A 100% fee applies to all Made-To-Order returns.

In the event a product needs to be returned to ReneSola Canada for re-work, an authorization request (RMA form) must be approved by the ReneSola's quality assurance department or inside sales representative. Returned shipments must be freight pre-paid by the customer and in original cartons along with the following information:

1. Customer purchase order number,
2. Job/Project/company name,
3. Reason for return,
4. All returns must be tagged with the ReneSola's issued RMA number.

**SHIPPING LEAD-TIME**

ReneSola Canada will strive to accurately meet all deadlines given, however, shipping dates given are ReneSola Canada's estimates and are based solely on material availability and should not be considered an absolute or guarantee. ReneSola Canada will not be held responsible for penalties or chargebacks resulting from delayed shipment or its inability to ship by the acknowledged date.

**SAMPLE POLICY**

All samples requested for a project, the requestor will be invoiced at a reduced sample rate plus Freight. If sample returned within 60 calendar days in original packaging or the project/order is received by ReneSola Canada, ReneSola Canada will credit the sample invoice up to a maximum of 10% of order value. If the order is not received by ReneSola Canada and sample is not returned, the sample invoice remains charged and, if not already paid, will be deducted from the commission/rebate payable to the requestor.

**WARRANTY ON LAMPS**

All LED lamps supplied by ReneSola Canada are tested and inspected before shipment and warranted to be free of defects in workmanship or material for a period of 1 to 5 years based on the individual product burning hours and is calculated from date of shipment from ReneSola Canada's locations. Any such defective products will be replaced at the option of ReneSola Canada provided a written claim is made within the warranty period stated herein. ReneSola Canada will accept no charges for any labor, repair cost or transportation charges without prior written authorization from ReneSola Canada head office. In such event and if chosen, ReneSola Canada retains the right to select the appropriate labor for warranty claims. The responsibility of ReneSola Canada for any defective material is limited solely to the replacement of the material and does not include any incidental or consequential damages which may be incurred. No other warranty exists than that included above.

Further, this warranty does not apply to products that have been modified, improperly installed, used in conditions or for purposes other than which they are intended. No person, agent or distributor is authorized to give any other warranty on behalf of ReneSola Canada.

## LED LIMITED WARRANTY ON LUMINAIRES

All LED luminaires are supplied with a five (5) year warranty against defects in material or workmanship that would cause operational failure within said luminaire, provided the following:

1. The fixture must have been purchased either directly from ReneSola Canada or one of its authorized representatives.
2. The fixture has been installed and operated within the parameters set forth on the specification / installation guide related to that fixture.
3. Any repairs or modifications to the fixture must have been performed by ReneSola Canada or personnel authorized in writing by ReneSola Canada.
4. For those products where the LED module is replaceable, ReneSola Canada may choose to supply a replacement module to the customer rather than replace the entire fixture. ReneSola Canada shall be the sole decision maker as to whether to repair or replace a product, and reserves the right to inspect any product claimed as defective to determine if said defect falls under warranty. ReneSola Canada assumes no responsibility for any labor costs involved with replacement and re-installation of products assumed to be defective.
5. Drivers are covered under this warranty. All supplied LED drivers by ReneSola Canada are selected with a minimum five (5) years warranty.

## EXCLUSIONS

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below.

ReneSola Canada shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this document or its products, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and Fitness for particular purpose and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever.

ReneSola Canada will facilitate the technical resolution of problems, but does not warrant third party products sold with the installation. Unless expressly arranged through ReneSola Canada, third party warranty coverage must be managed by the supplier offering the warranty, based on a contractual arrangement with the supplier.

For purposes of clarity, "repair or replace the Product or the defective part there of" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of parts or misapplication.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/ installation incurred by the user/installer or Natural Acts (such as lightning or fluctuations in electrical power).

3. Products which have been modified or have had the UL/CSA/QPS identification label altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures, literatures or installation manuals.
5. The product has been serviced by personnel not authorized by ReneSola Canada.

## FORCE MAJEURE

Manufacturer shall have no liability or obligation in connection with any failure to manufacture or deliver due to causes beyond Manufacturer's reasonable control including but not limited to strikes, lockouts, fires, riots, wars, acts of God, inability to obtain materials, components or supplies, failure or breakdown of machinery, production scheduling delays, government regulations or other conditions.

## ACCEPTANCE

All orders are subject to final acceptance by ReneSola Canada. ReneSola Canada reserves the right to change these Terms and Conditions of Sale without prior notice. Any modification to this warranty will only affect products ordered on or after the effective date of said revised warranty.

In case of the existence of a separate/incomplete document(s) (prior or post the issue date of this document herein) which carries any information relating to terms, conditions, warranties, lead-times, agreements, contracts or the like, the information contained in this "Terms and Conditions of Sale" precedes in effect and completes any other information issued by ReneSola Canada. In the case of any discrepancies between this document herein and such other separate/incomplete documents, the information contained in this "Terms and Conditions of Sale" precedes in effect and overrides such noted discrepancies.

Purchaser shall convey with each Product distributed to end users this MANUFACTURER'S LIMITED WARRANTY.