

SOLARLAND USA

Terms & Policies

Acceptance:

All orders are subject to approval and acceptance by Solarland USA (GT). The following terms and conditions apply to all orders, and are subject to change without prior notice. GT reserves the right to cancel accepted orders if circumstances beyond its control (including but not limited to fires, floods, strikes, labor disputes, accidents, sabotage, terrorism, war, riots, delays in transportation or lack of transportation facilities, restrictions imposed by law, material shortages and other similar matters), cause GT to be unable to timely deliver products pursuant to such order.

Prices:

Prices are subject to change without prior notice. Unless otherwise stated, all prices are in U.S. dollars and are FOB point of shipping.

Payment Terms:

Standard terms are **Net 30 days**, with approved credit. Payments with credit cards will be available only at the time of purchase. Payment of open balances on a credit account with credit cards is not allowed.

For credit card customers; ... orders exceeding \$2,500.00 cannot be processed with a credit card. These transactions must be paid with either a bank guaranteed (cashiers) check, direct deposit or wire transfer to our US account

Past Due Accounts:

All amounts not paid when due are subject to a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. All invoices not paid when due are subject to collection and legal charges.

Using a Credit Card for payment of a past due account is subject to a 2.6% finance charge.

Past due amounts above \$2,500.00 cannot be paid with a Credit Card, see "Payment Terms" above.

Shipping/Freight Terms:

Products are sold FOB, ex works GT warehouse. Purchaser agrees to pay freight and shipping, pursuant to GT customer-specific freight policies.

Cancellations:

Orders cannot be cancelled after they have been processed.

General Returns:

All returns (whether for product defect or otherwise) must be requested within **90 days** of invoice. Returned merchandise will **ONLY** be accepted with an issued Return-Authorization number and **ONLY** within **30 days of issuing of that Return-Authorization number**. All Special Order products, custom panels, non-stock items and direct factory deliveries are non-returnable once ordered. Returned items must be returned to GT with freight prepaid. All returns (except for returns involving a verified product defect) will be subject to a 10% restocking charge. **GT does not accept annual stock returns for unsold product.**

Merchandise returned as defective will be thoroughly tested and inspected. For merchandise that is verified as defective, GT will either (at its sole discretion) repair or replace the merchandise at no charge, or issue a full credit for the defective merchandise, including freight.

Merchandise that is returned as defective, but that is determined to work properly, will be subject to a testing fee and the 10% restocking charge.

Credit will not be issued for merchandise damaged due to corrosive materials, abuse, alteration, or misuse.

Before returning any merchandise to GT, a Return Authorization Number must be obtained from your sales/customer service department. Your request must include:

1. Part number and description
2. Reason for return
3. GT invoice number
4. Customer's P.O. number

Merchandise must be returned "Freight Prepaid," with the Return Authorization Number clearly labeled on the outside of the package. Parts must be new, in original packaging, in saleable condition, and originally purchased from GT.

Shortages & Claims:

For shortages or damages incurred in transit, notify the carrier immediately and file a claim directly with the carrier. Our responsibility for delivery of goods ends when the Bill of Lading is signed by the carrier at our warehouse.

All other shortages, overages, or damaged merchandise must be reported within 7 days following receipt of shipment.

Panel Damages:

We take every precaution to ensure all products are packaged to withstand small package shipping.

Due to the nature of solar panels being sheets of glass we cannot guarantee the full value of the panels.

Please note the following for panels greater than 80W in size:

Panels from 80W in size and above should be shipped via truck service. GT will not be liable for any damages incurred for panels greater than 80W that are sent via UPS/FEDEX.

If UPS/FEDEX service is insisted upon we cannot insure the product for the full amount and it is the customer's responsibility to take out the extra insurance to cover the full value.

Samples:

GT will provide, at its discretion, samples for customer review, evaluation and trade shows. Our basic policy for samples is:

Samples valued up to \$50.00 will be provided free of charge with freight charges being to the customer account.

Samples valued at over \$50.00 will be provided at a reduced price at the discretion of GT with all freight charges being to the customer account.

Custom panel samples will be provided at an agreed cost with freight costs being to the customer account. These costs will be credited back to the customer account upon receipt of the first order for the custom panels.

Limited Warranty:

GT warrants that the products it manufactures and distributes are free from defects in materials and workmanship under normal use. This warranty period varies by product (Below), and is valid from the date of original sale.

Standard Aluminum Frame Solar Panels:

- 2 year limited materials and workmanship warranty
- 10 year/90% power output warranty
- 25 year/80% power output warranty

Frameless Solar Panels:

- 6 month limited materials and workmanship warranty
- 10 year/90% power output warranty
- 25 year/80% power output warranty

Portable Solar Panel Kits – Solar PowerPort:

- 12 month limited materials and workmanship warranty
- 10 year/90% power output warranty
- 25 year/80% power output warranty

Solar Controllers:

- 12 month limited materials and workmanship warranty

Solar PowerPack LED Lighting Kits:

- 12 month limited materials and workmanship warranty

Solar PowerBanks:

- 12 month limited materials and workmanship warranty for the PowerBank cabinet and contents. (Excludes battery.)
- The solar panels are covered by the solar panel warranty above.

Batteries:

- 12 month limited materials and workmanship warranty is typical but may vary by manufacturer.

All warranty is for **PRODUCT ONLY** and does not cover any labor or return freight charges. GT will repair or replace any item sold that proves defective in material or workmanship without charge. The defective item must be returned, freight prepaid to GT with proof of purchase and a brief explanation of the defect.

This warranty allocates risks of product failure between you and GT. Our pricing reflects this allocation of risks and the limitation of liability contained herein. The warranty set forth above is in lieu of, and excludes, all other warranties (whether written, oral or implied) including the IMPLIED warranties of merchantability and fitness for a particular purpose. The agents, employees, distributors and dealers of GT are not authorized to make modifications to this warranty or additional warranties binding on GT.

Accordingly, additional statements, such as dealer advertising or presentations whether oral or written, do not constitute warranties and should not be relied upon.

This warranty gives you special legal rights and you may have other rights which vary from state to state.

Limitation of Liability:

GT SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF GT OR OUR AGENT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

Among other things, this means GT is not responsible for any costs incurred as a result of lost profits or revenues. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Tax:

Purchaser is responsible for all manufacturer's tax, sales tax, use tax, excise tax, or other tax duty or similar fee imposed by any governmental authority in connection with the sale or use of the products sold. Purchaser agrees to reimburse GT for all such taxes, duties or fees it incurs as a result of the products sold to purchaser.

Waiver:

No failure by GT to insist on strict compliance with, or performance of, any term or condition hereof shall constitute a waiver of such term or condition, and GT reserves the right to enforce the same.

Applicable Law/Exclusive Jurisdiction:

These terms and conditions, and the sale of goods hereunder, shall be governed by and interpreted under the laws of the State of New Jersey (US).

Export Control:

Products purchased or received under these terms and policies shall be subject to the export laws and regulations of the United States and Canada. Purchaser shall comply with all such laws and regulations, and agrees not to use, sell, lease, ship or transport any GT product in any manner that is inconsistent with such laws and regulations.

Severability:

If any term or policy set forth herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such term or policy shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining terms and policies shall not be affected or impaired thereby.