

SOLAR CONTRACT CARPET DIRECT TERMS OF SALE

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOU AS A PURCHASER ("BUYER") OF PRODUCTS ("PRODUCT(S)") SOLD THROUGH THE SOLAR CONTRACT CARPET DIRECT, LLC ("SCCD") WEBSITE LOCATED AT WWW.SOLARCONTRACTCARPETDIRECT.COM ("WEBSITE") IN THE UNITED STATES. BY PURCHASING PRODUCTS THROUGH THE WEBSITE, YOU AGREE TO THE TERMS BELOW. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MUST PROMPTLY NOTIFY SCCD AND RETURN YOUR PURCHASE PURSUANT TO SCCD'S RETURN POLICY AS SET FORTH BELOW.

1. No Modifications. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and SCCD. SCCD hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless SCCD expressly assents to such terms in a separate writing. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained at [INSERT LINK HERE] or by contacting SCCD customer service.
2. Acceptance. Buyer shall be deemed to have made an unqualified acceptance of this Agreement by clicking the checkbox reading "I have read and agree to the Terms and Conditions" on the final checkout page of the shopping cart on the Website. SCCD is deemed to have made an acceptance of an order upon shipment of Products.
3. Cancellation or Modification. Buyer may not cancel or modify its order except upon terms accepted by SCCD in writing. In the event of any cancellation or modification that has already been accepted by SCCD, Buyer shall compensate SCCD for all resulting costs and damages, including, but not limited to, out-of-pocket expenses and restocking fees.
4. Delivery; Delays. All sales and shipments must be within the United States – foreign sales will not be accepted. SCCD shall deliver the Products F.O.B. SCCD's designated shipment location (the "Facility"). All risk of loss, damage or delay, and title to Products, shall pass from SCCD to Buyer at the Facility. Partial shipments shall be permitted. All delivery dates are approximate. Delivery dates given by SCCD are based on prompt receipt of all necessary information regarding the order. SCCD will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Failure by SCCD to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind. Time for delivery shall not be of the essence. Any delay in delivery due to events of force majeure as set forth in this Agreement, shall extend the term of delivery by a period equal to the length of such delay.
5. Payment Terms; Orders. Terms of payment are within SCCD's sole discretion, and unless otherwise agreed to by SCCD, payment must be received by SCCD through the Website prior to SCCD's acceptance of an order. Payment for the products will be made by credit card and Apple Pay ONLY unless some other prearranged payment method has been agreed to by SCCD in writing. No credit terms will be extended to Buyer. SCCD may invoice parts of an order separately. Your order is subject to cancellation by SCCD, at SCCD's sole discretion. Unless you and SCCD have agreed to a different discount, SCCD's standard list price applies. SCCD is not responsible for pricing, typographical, or other errors, in any offer by SCCD and reserves the right to cancel any orders resulting from such errors.
6. Shipping; Title; Risk of Loss; Taxes. Buyer shall pay for all costs of shipping, which are additional unless otherwise expressly indicated at the time of sale. Buyer shall fully insure all materials delivered to Buyer from F.O.B. /EX WORKS shipping point. Title to products passes from SCCD to Customer on shipment from SCCD's facility or that of its suppliers. Unless you provide SCCD with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only.
7. Sales Final. **ALL SALES THROUGH THE WEBSITE ARE FINAL.** EXCEPT FOR DAMAGED PRODUCTS (AS DEFINED BELOW), SCCD WILL NOT ACCEPT ANY RETURNS OF PRODUCTS SOLD THROUGH THE WEBSITE.
8. Limited Warranties & Remedies. **(a) Products In Original Packaging and not Manufactured by SCCD: IF BUYER IS PURCHASING PRODUCTS IN THEIR ORIGINAL PACKAGING AND NOT MANUFACTURED BY SCCD, THE ONLY PRODUCT WARRANTY AVAILABLE TO BUYER AS TO THE PRODUCTS SHALL BE ANY MANUFACTURER'S WARRANTY WHICH MAY APPLY AND SCCD MAKES NO INDEPENDENT**

WARRANTIES. SCCD does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. **(b) SCCD's Products.** If Buyer is purchasing Products manufactured by SCCD, SCCD will only replace those Damaged Products (as defined below) that were damaged during shipping as more fully set forth below. **(d) Limitations and Remedies.** Except as set forth above, there is **NO WARRANTY** in cases of damage due to negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow manufacturer's instructions or improper installation, storage or maintenance. SCCD shall only replace, at its expense, any covered Products proved to SCCD's satisfaction to constitute Damaged Products (as defined below) for which SCCD is notified within the Claim Period as more fully set forth in Section 10 below. **SCCD's SOLE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO REPLACEMENT OF DAMAGED PRODUCTS.** Notice of any Damaged Product claim should be sent to SCCD at the following address: Solar Contract Carpet Direct, Inc., [ADDRESS] Attention: Customer Service. Any assistance SCCD provides to or procures for Buyer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. SCCD will not reimburse Buyer for any expenses incurred by Buyer in repairing, correcting or replacing any defective Products, except for those incurred with SCCD's prior written permission. This warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

9. DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. SCCD AND BUYER AGREE THAT THE FOREGOING LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. SCCD HEREBY DISCLAIMS ALL OTHER EXPRESS WARRANTIES, AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE ALSO DISCLAIMED. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyer shall determine the suitability of the Products for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith. Buyer agrees that SCCD has no post-sale duty to warn Buyer or any other party about any matter or, if such duty exists, SCCD satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post-sale duty to warn its customers and indemnifies SCCD against any Damages in connection with such duty or failure to warn. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer.

10. Damaged Product Return Policies; Exchanges. No Products may be returned to SCCD without its prior, written authorization, subject to the terms and conditions specified in such return authorization by SCCD. You must return Product to us in their original or equivalent packaging. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach SCCD without damage. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by SCCD, SCCD is not responsible whatsoever for Product that is lost, damaged, modified or otherwise processed for disposal or resale. Buyer must make claims for Damaged Products in writing within 5 days of receipt of such Damaged Products (the "Claim Period"). For the purposes of this Agreement, "Damaged Products" means a Product that has been damaged as a direct and proximate result of damage to the Product container that renders the Product unusable. Buyer's failure to make such claim within the Claim Period shall constitute Buyer's irrevocable acceptance of the Product(s) and Buyer's acknowledgement that the Products fully comply with the terms and conditions of this Agreement. A

11. Changed or Discontinued Product. SCCD's policy is one of ongoing update and revision. SCCD may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." SCCD will ship Product that have the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

12. Limitation of Liability. SCCD SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS (WHETHER THE PRODUCTS ARE IN ORIGINAL PACKAGING OR HAVE BEEN REPACKAGED) OR SCCD'S UNDERTAKINGS, ACTS OR OMISSIONS. **IN NO EVENT SHALL SCCD**

BE LIABLE FOR INCIDENTAL COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, SCCD'S AGGREGATE LIABILITY WITH RESPECT TO A DAMAGED PRODUCT AND THIS AGREEMENT SHALL BE LIMITED TO THE MONIES PAID TO SCCD FOR THAT DAMAGED PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to Buyer.

13. Indemnification. Buyer hereby releases and agrees to indemnify, defend and hold harmless SCCD, its shareholders, officers, agents, employees, affiliates, successors, assigns and third-party suppliers ("SCCD's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, loss, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, attorneys' fees and costs ("Damages") incurred by or against SCCD or any of SCCD's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (i) misrepresentations, breach of the warranties, representations, covenants or agreement contained in this Agreement or any law by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"), or (ii) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties, or (iii) losses, damages or injuries caused by improper application or use of the Products or otherwise. Prior to settling any claim, Buyer will give SCCD an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without SCCD's written consent. In the event of any recall affecting the Products, SCCD shall have the right to control the recall process and Buyer shall fully cooperate with SCCD in connection with the recall.

14. Compliance with Laws; Not For Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export.

15. Governing Law; Venue. The parties agree that this Agreement, any sales there under, or any claim, dispute or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, and equitable claims) between Buyer and SCCD arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, SCCD's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. Any cause of action, claim, suit or demand by Buyer allegedly arising from or related to the terms of this Agreement or the relationship of the parties shall be brought in a court situated in Dallas County in the State of Texas. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said Court, and expressly waive any objection to such personal jurisdiction, including but not limited to *forum non conveniens*. Upon termination of this Agreement for any reason, SCCD shall have all of the rights and remedies provided by law, including, without limitation, Texas statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

16. THIS CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. ANY NEGOTIATIONS OR UNDERSTANDINGS BETWEEN SCCD AND BUYER WHICH ARE NOT CONTAINED IN THIS AGREEMENT AND ANY AND ALL PURCHASE ORDERS, CORRESPONDENCE OR STATEMENTS THAT CONFLICT WITH, DIFFER FROM OR MODIFY THIS AGREEMENT SHALL HAVE NO FORCE OF EFFECT, UNLESS IN WRITING AND SIGNED BY AUTHORIZED OFFICERS OF SCCD AND BUYER. SALES REPRESENTATIVES OF SCCD ARE WITHOUT AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT.