

Universal Composite Panel Systems, Inc.
Terms and Conditions

“UCPS” means Universal Composite Panel Systems, Inc., an Illinois corporation. “Buyer” means the party purchasing the applicable products or services from UCPS. By purchasing the applicable products or services from UCPS, Buyer confirms that the following terms and conditions (collectively the “**Terms and Conditions**”) shall apply to Buyer’s purchases. Any modifications to these Terms and Conditions must be in writing and signed by UCPS. References to “products” include items specifically provided for in any purchase order between Buyer and UCPS or incorporated in goods and services Buyer purchases from UCPS. Time is of the essence of this agreement.

1. Payment Terms. Payment terms are as set forth above in the Purchase Order which said terms and conditions of the Purchase Order are incorporated herein by reference. In the event of any conflict between the terms and conditions of the Purchase Order and the terms and conditions set forth herein in these Terms and Conditions, the Terms and Conditions set forth herein shall prevail and dictate. All amounts past due are subject to interest at the rate of 1 ½% per month compounded monthly. Buyer shall be solely responsible for the payment of any and all costs UCPS incurs to collect any amounts due and owing including, but not limited to, collection agency fees, court costs and reasonable attorney’s fees and costs. Buyer acknowledges that UCPS may at any time and in its sole and absolute discretion, for any reason or for no reason, suspend credit or refuse credit to Buyer and/or require full payment prior to shipment of any goods that are subject to the Purchase Order. In the event Buyer fails to tender full payment when due in accordance with the terms of the Purchase Order and in accordance with these Terms and Conditions, all interest and collection costs incurred by UCPS, including collection agency fees, court costs and attorney’s fees and costs shall become part of Buyer’s outstanding balance. Buyer agrees to pay and reimburse UCPS all expenses incurred by UCPS to cover any checks returned by Buyer’s bank as unpaid.

2. Shipping. All shipping costs are paid by Buyer. Risk of loss shall pass to Buyer upon delivery by UCPS to the carrier at the point of shipment and at the time and location the carrier first takes possession of the product. UCPS shall not be liable for damage to the product during shipping, which damage shall be the sole and absolute responsibility of the Buyer. UCPS shall not be obligated to provide or pay for insurance for the product insuring damage during shipping, which said obligation shall belong solely to the Buyer. The Buyer must notify UCPS within 24 hours of Buyer’s receipt of the product of any missing or damaged items. The Buyer is responsible for all shipping costs relating to missing or damaged items.

3. Controlling Provision. In the event of a conflict between the provisions of these Terms and Conditions and the provisions of any other oral or written understanding or agreement between the parties, UCPS and Buyer hereby agree that the provisions of these Terms and Conditions shall forever prevail and dictate.

4. Indemnification. Buyer hereby agrees to indemnify, defend and hold harmless UCPS and its officers, directors, shareholders, affiliates, employees, agents and assigns from and against any and claims, demands, costs, liabilities and expenses (including, without limitation attorney’s fees and court costs) arising in whole or in part from a third party claim involving any product purchased by Buyer from UCPS. Buyer further agrees to indemnify, defend and hold harmless UCPS and its officers, directors, shareholders, affiliates, employees, agents and assigns from and against any and claims, demands, costs, liabilities and expenses (including, without limitation attorney’s fees and court costs) arising in whole or in part from the negligent act or omission of the Buyer, or any negligent act or omission of Buyer’s agents and employees in connection with: (i) formulating and/or preparing drawings and specifications for the product; and/or (ii) the purchase and installation of the product by the Buyer or the Buyer’s agent, employee or contractor, including without limitation all materials, methods and techniques associated with installation of the product; or (iii) Buyer’s use and enjoyment of the product.

5. Return. ALL SALES ARE FINAL AND NO RETURNS WILL BE ACCEPTED.

6. Layout. UCPS DOES NOT PERFORM AN INDEPENDENT SITE INSPECTION. ALL UCPS LAYOUTS INCLUDING, BUT NOT LIMITED TO, PRODUCT QUANTITIES, TYPE AND SPECIFICATIONS ARE RECOMMENDATIONS ONLY BASED SOLELY ON THE INFORMATION PROVIDED BY THE BUYER. BUYER MAKES THIS PURCHASE BASED ON PROJECT SPECIFICATIONS AND ITS OWN EVALUATION AND NOT BY REASON OF ANY STATEMENT MADE OR PURPORTED TO HAVE BEEN MADE BY OR ON BEHALF OF UCPS. UCPS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. Architect/Engineer/Structural Engineer Review. UCPS is not licensed to provide design, architecture or engineering services and UCPS does not provide stamped or otherwise certified calculations or engineering drawings of any kind. UCPS is not required to ascertain that any UCPS recommendations or products are in compliance with applicable laws, statutes, building codes, ordinances, best industry practices or rules and regulations of any kind, which said obligations belong solely and exclusively to the Buyer in the jurisdiction and venue where Buyer intends for the products to be used and installed. All UCPS recommendations are simply recommendations only which shall be verified by the Buyer’s project Architect/Engineer and by the Buyer’s structural engineer to ensure that the product will be suitable for the use anticipated by Buyer. If professional design services or certifications are required, such services and certification shall be specified in advance by Buyer and performed by a licensed design professional for an additional expense payable by Buyer. UCPS does not assume any liability therefore in connection with design and certification of the products for Buyer’s specific use and installation. Buyer hereby warrants and covenants that Buyer has consulted with Buyer’s properly licensed structural engineer and/or properly licensed architect prior to purchasing any product from UCPS. Buyer warrants to UCPS that Buyer has conducted all necessary due diligence with Buyer’s properly licensed structural engineer and architect prior to ordering any product from UCPS so as to: (a) allow Buyer to confirm the product is suitable for Buyer’s use at Buyer’s premises and (b) make certain that the product purchased from UCPS by Buyer, once installed, will be in full compliance with all applicable building codes, ordinances, laws and regulations and can be installed in safe and proper manner.

8. Project Specifications and Drawings. Any review of project specifications or preparation of drawings by UCPS is as a material supplier only and not as a licensed design professional. UCPS is not liable for discovering errors, omissions or inconsistencies in the specifications, or for ascertaining if the specifications are in compliance with applicable laws, statutes, building codes, ordinances or rules and regulations of any kind (collectively “**Building Code Compliance**”). Buyer shall indemnify, defend, and hold harmless Solar Connections from and against any and all claims, demands, costs, liabilities and expenses arising in whole or in part from any failure of the product to meet the requirements of Building Code Compliance, which said obligation shall belong exclusively to Buyer. Drawings prepared by UCPS are upon request only to illustrate UCPS products only and do

not constitute a representation by UCPS that it has verified field measurements, field conditions or any other construction criteria applicable to the project. UCPS is not liable for coordination of drawings prepared by UCPS with any other project requirements or contract documents.

9. Installation. As a condition precedent to Buyer's use of the product, Buyer warrants to UCPS and further agrees that the products will be installed by Buyer utilizing a qualified contractor retained by Buyer which said contractor will install the product in accordance with best industry standards and practices and that these products be installed by a qualified contractor who will have the knowledge and ability to properly install the product. UCPS does not take any responsibility for acts, errors or omissions of the installer and cannot be held responsible in any way for product installation. UCPS does not provide any warranty on the installation of any of its product. Installation must be completed in a manner consistent with any installation guide, instructions or manual provided by UCPS, if any, or in accordance with industry standards. UCPS does not warrant against the failure or defects of any installation materials used with the product and the Buyer must rely on the applicable manufacturer's applicable warranty, if any. UCPS will not be responsible for misapplication of the product, incorrect materials or defects that were obvious at the time of installation.

10. Warranties and Limits of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT SHALL UCPS BE LIABLE TO ANY PARTY (INCLUDING BUYER OR ANY THIRD PARTY) FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT OR TORT AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY DAMAGES OF ANY KIND ARISING UNDER ANY THEORY OF LAW WHATSOEVER. THE PERFORMANCE OF THE PRODUCT DEPENDS ON THE PURCHASER'S ADHERENCE TO UCPS'S RECOMMENDED USE, LAYOUT AND INSTALLATION IN CONFORMANCE WITH UCPS'S INSTALLATION INSTRUCTIONS. UCPS WILL NOT BE RESPONSIBLE TO BUYER FOR ANY DEVIATIONS THEREFROM. UCPS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY WITHIN THESE TERMS AND CONDITIONS OR THE PURCHASE ORDER AND SUBJECT TO ANY DAMAGE LIMITATIONS SET FORTH IN THESE TERMS AND CONDITIONS, IN NO EVENT SHALL UCPS HAVE LIABILITY FOR ANY REASON TO BUYER IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE OF PRODUCT PURCHASED BY BUYER IN THE CALENDAR YEAR IN WHICH A CLAIM IS MADE BY BUYER, AND ONLY TO THE EXTENT SUCH DAMAGE CLAIM IS PAID THROUGH A POLICY OF INSURANCE HELD BY UCPS (THE "DAMAGE LIMITATION"). ADDITIONALLY, AS PART OF THE DAMAGE LIMITATION, UCPS SHALL HAVE NO LIABILITY ARISING IN WHOLE OR IN PART OUT OF THE SALE OF ANY PRODUCT BY UCPS TO BUYER, WHETHER SOUNDING IN CONTRACT OR TORT, OR OTHERWISE, FOR ANY AMOUNT IN EXCESS OF THAT SUM PAID BY AN INSURANCE COMPANY THROUGH A POLICY OF INSURANCE HELD BY UCPS.

11. Buyer Default. In the event Buyer fails to make timely payment of any invoiced amounts or other outstanding balances due and owing, if Buyer fails to perform any other obligation under these Terms and Conditions or any purchase order, or if Buyer breaches any representations or warranties made to UCPS, then Buyer shall be in default. Upon Buyer's default, UCPS, at its sole discretion, may demand, without prior notice to Buyer, that all invoiced, outstanding balances be due for immediate payment. UCPS is not obligated to fulfill any order(s) if Buyer is in default under this or any other contract with UCPS, or upon the insolvency or dissolution of Buyer, or in the event the Buyer is involved with litigation of any kind in which UCPS is a party to that litigation. In the event Buyer fails to make any required payment, or fails to comply with any other provision or term of these Terms and Conditions or any purchase order, or in the event the financial responsibility of Buyer becomes unsatisfactory to UCPS, then UCPS, at its sole discretion, may stop supplying any material ordered by Buyer without prejudice to any other remedy UCPS may have, or require payment in advance, satisfactory security, or a guaranty that invoices will be paid when due.

12. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois. Any and all disputes arising hereunder shall be heard and resolved in the appropriate court of McHenry County, Illinois and Buyer submits to personal jurisdiction in Illinois and agrees that such court shall have exclusive jurisdiction over the subject matter. Buyer waives any objection to such jurisdiction including, but not limited to, forum non conveniens. In the event of a dispute between the parties in which Buyer does not prevail, the prevailing party shall be entitled to collect legal fees from the non-prevailing party.

13. Severability Provision. If any phrase, clause or provision of these Terms and Conditions is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation of these Terms and Conditions is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken, in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible under applicable law within reasonable bounds.

14. Entire Agreement and Acceptance. These terms and conditions shall be incorporated into the terms of the Purchase Order and shall govern the business relationship between the parties. UCPS reserves the right to change any provision of these Terms and Conditions upon written notice to the Buyer at which time the Buyer shall be deemed to have accepted such modification absent written notice by Buyer to UCPS within ten days of such notification. These Terms and Conditions (as may be amended) shall govern all future transactions and Purchase Orders between UCPS and Buyer.