



TERMS AND CONDITIONS OF SALE

1. General Terms

SunBallast USA LLC ("Seller") provides and sells solar mounting systems and related photovoltaic equipment under the following Terms and Conditions of Sale ("Terms"). These Terms govern all sales between Seller and the purchaser ("Buyer") and supersede any inconsistent terms or conditions contained in Buyer's purchase orders, correspondence, or other documents. Acceptance of these Terms is a condition to sale, and Buyer agrees to be bound by them without reservation.

No modification of these Terms shall be binding unless expressly agreed to in writing by an authorized representative of Seller.

2. Offer and Acceptance

All quotations, price lists, or proposals issued by Seller are non-binding offers and are subject to confirmation. A sale is considered accepted and binding only when Seller issues a written order confirmation such as a signature on Sales Order or begins performance (including shipment).

Seller reserves the right to refuse, modify, or cancel any order in whole or in part for production, availability, or technical reasons beyond its control.

3. Prices and Payment

Prices are quoted in U.S. dollars, exclusive of taxes, duties, and shipping charges, unless otherwise specified in writing. Payment terms are those stated in Seller's invoice or order confirmation.

If Buyer's financial condition deteriorates or Seller reasonably believes Buyer may be unable to meet its payment obligations, Seller may require advance payment or other security, or suspend further deliveries.

Late payments shall accrue interest at the rate of 1.5% per month (or the maximum allowed by law, whichever is less).

Failure to make any payment when due constitutes a material breach, and Seller may suspend or terminate any pending orders.

4. Delivery and Risk of Loss

Delivery dates are estimates only. Seller will make reasonable efforts to meet stated delivery schedules but shall not be liable for delays beyond its control.

Delivery shall be deemed complete and title and risk of loss shall pass to Buyer when the goods are tendered to the carrier at Seller's facility or other shipping point, F.O.B. Keene, NH / East Troy, WI, unless otherwise agreed in writing.

All shipping costs, insurance, and risk of damage during transit are the Buyer's responsibility unless otherwise specified.

Seller may deliver goods in partial shipments, and each shipment may be invoiced separately.

5. Inspection and Claims

Buyer must inspect all goods immediately upon receipt. Claims for shortages, defects, or nonconformity must be made in writing within 8 calendar days of receipt. Claims for shipping damage must be made directly to the carrier, with a copy sent to Seller, and only if the delivery receipt is marked "received subject to inspection" or "received with reservation."

Failure to notify Seller within the specified period shall constitute unconditional acceptance of the goods and waiver of all claims.

SBGCS_26_001_US



Sun Ballast USA LLC
Operations & Registered Office: 1841 N Hercules Ave,
Clearwater, FL 33765
UNITED STATES

Business Contacts
+1 786 885 0380
contact@sunballast.com
www.sunballastus.com



6. Returns

No product may be returned without Seller's prior written authorization. Authorized returns must be made within 10 days of authorization using the carrier designated by Seller.

Returned goods must be in their original condition and packaging.

Approved returns will be credited to Buyer's account, less restocking or handling charges, as applicable.

7. Warranties and Limitations

Seller warrants that the products sold are free from defects in materials and workmanship under normal use for a period specified in the applicable product documentation. See full Warranty statement for details

This warranty is limited to repair, replacement, or refund of the purchase price, at Seller's option.

This warranty does not cover:

- improper installation or design by Buyer or third parties;
- use inconsistent with Seller's technical guidelines;
- damage from acts of God, misuse, or alteration of the products.

Except as expressly provided herein, Seller disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

8. Limitation of Liability

Under no circumstances shall Seller be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, business interruption, or loss of data, even if Seller has been advised of such possibility.

Seller's total liability, whether in contract, tort, or otherwise, shall in no event exceed the amount paid by Buyer for the specific goods giving rise to the claim.

9. Force Majeure

Seller shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, shortages, transportation delays, equipment failure, or government action. Performance shall be suspended during the period of delay and the delivery date extended accordingly.

10. Force Majeure

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

Any legal action arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Pinellas County, Florida, and Buyer irrevocably submits to their jurisdiction.

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11. Data and Privacy

Buyer consents to Seller's collection, use, and storage of business contact and transaction data for legitimate business purposes, including order processing, invoicing, and regulatory compliance.

Seller does not sell or disclose personal data to third parties except as required by law or to fulfill contractual obligations.

12. Technical Responsibility

Buyer acknowledges that the engineering and structural analysis of wind or snow loads for photovoltaic systems is the responsibility of the project's design engineer.

Seller shall not be held liable for damages or failures resulting from improper system design or installation.

All technical data, load tables, and performance information provided by Seller are for guidance only and must be verified by a qualified professional for each specific project. Layouts and measurements are often generated using satellite imagery, the Seller isn't liable for any inaccuracies in that data. It's the Buyer's responsibility to verify accuracy of drawings and measurements in the field.

13. Complaints and Disputes

Any dispute or complaint regarding Seller's products or performance must be made in writing within 8 days of receipt of goods.

After this period, goods shall be deemed accepted in full.

Delivery documents and tracking records shall constitute conclusive proof of delivery.

14. Entire Agreement

These Terms, together with any quotation or order confirmation, constitute the entire agreement between the parties and supersede all prior oral or written communications regarding the subject matter hereof.

Any waiver or modification of these Terms must be in writing and signed by an authorized representative of Seller.

A handwritten signature in black ink, appearing to read 'E. Brignoli'.

Edoardo Brignoli, President & CEO

e.brignoli@sunballast.com

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