

**Sol Components, LLC**

**TERMS AND CONDITIONS OF PURCHASE**

**1. PROHIBITION AGAINST USE OF FUNDS FOR ILLEGAL PURPOSE.** You (“**Seller**”) will not use any funds received from Sol Components, LLC (“**Buyer**”) for any illegal or otherwise “improper” purpose. Seller will not pay any commission, fees or rebates to any employee of Buyer, nor favor any of Buyer’s employees with gifts or entertainment of significant cost or value. If Buyer has reasonable cause to believe that Seller has violated these provisions, Seller agrees that Buyer or its representatives may, upon request, audit the records of Seller for the sole purpose of establishing Seller’s compliance herewith.

**2. SELLER’S ACCEPTANCE OF BUYER’S TERMS AND CONDITIONS.** Seller’s acceptance of Buyer’s purchase order (including any changes to such order, an “**Order**”) is expressly made conditional on Seller’s assent to these Terms and Conditions of Purchase (these “**Terms**”) set forth herein and upon no other terms and conditions. Buyer objects to any terms or conditions at variance with, different than or additional to these Terms unless such terms and conditions are set forth in a writing signed by a corporate officer of Buyer. No amendment, waiver, modification, or deletion of any of these Terms shall be effective unless accepted in a writing signed by a corporate officer of Buyer. Seller’s consent to these Terms shall be presumed from Seller’s preparation or submission of submittals or samples to Buyer, the shipment or delivery of any goods, the performance of services, or the issuance of an invoice for any goods or services.

**3. PRICES AND DISCOUNTS.** Unless otherwise agreed, prices shall remain fixed for the duration of the Order. Seller warrants that the prices of the items covered by this Order are not and shall not be in excess of Seller’s lowest lawful prices for comparable quantities of similar items. If Buyer has reasonable cause to believe that Seller has violated this covenant, Seller agrees that Buyer or its representatives may, upon request, audit the records of Seller for the sole purpose of establishing Seller’s compliance herewith. Any discount period provided herein shall begin either upon the date of delivery at destination, or the date of mailing of invoice, whichever is later.

**4. PACKING AND SHIPMENT.** No charge will be allowed for packing or shipment unless stated on the Order. Bills of lading must accompany each invoice. Orders not accompanied by packing lists will be conclusively presumed to be in the amount of Buyer’s count and weight. All goods covered by this Order shall be shipped “FOB destination.” Risk of loss and title to all goods shall pass to Buyer only upon delivery to Buyer’s specified destination. All transportation charges for goods must be prepaid and no charges for unauthorized transportation will be allowed.

**5. CERTIFICATION; HAZARDOUS MATERIALS.** When this Order or the specifications referred to herein, requires documentation or certification, this requirement is a material requirement of this Order and Seller’s failure to provide such information prior to or at the time of delivery shall entitle Buyer to withhold payment until such documentation or certification is provided by Seller. Seller shall notify Buyer in writing if any goods are subject to laws or regulations relating to hazardous or toxic substances or to any other health, safety and/or environmental regulations. Seller shall furnish all appropriate shipping certifications, labeling in compliance with applicable laws, Safety Data Sheets, and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use and actions to be taken by Buyer’s and its customer’s personnel.

**6. WARRANTIES/PROHIBITION AGAINST EXCLUSION OF WARRANTIES.** SELLER EXPRESSLY WARRANTS TO BUYER THAT ALL MATERIALS, SERVICES OR GOODS COVERED BY THIS ORDER WILL (a) CONFORM TO THE SPECIFICATIONS AND OTHER DESCRIPTIONS FURNISHED BY BUYER, (b) BE FREE FROM DEFECTS IN OR CLAIMS AGAINST GOOD TITLE THERETO, (c) BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, (d) BE MERCHANTABLE IN ALL RESPECTS, AND (e) BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH BUYER INTENDS TO USE SUCH GOODS. ANY ATTEMPT BY SELLER TO EXCLUDE, LIMIT, DISCLAIM OR RESTRICT ANY OF THE FOREGOING WARRANTIES, WHETHER CONTAINED IN SELLER’S ACKNOWLEDGMENT, INVOICE OR OTHERWISE, SHALL BE NULL, VOID AND UNENFORCEABLE AGAINST BUYER IN ALL RESPECTS. BUYER SHALL NOT BE DEEMED TO WAIVE ANY WARRANTY BY REASON OF RECEIPT, ACCEPTANCE OR PAYMENT. IF BUYER SHALL GIVE SELLER NOTICE OF ANY DEFECT OR NON-CONFORMITY WITHIN ONE YEAR FROM THE DATE OF DELIVERY, SELLER SHALL, AT NO COST TO BUYER, PROMPTLY FURNISH REPLACEMENT GOODS OR REFUND BUYER’S PURCHASE PRICE. ALL WARRANTIES SHALL RUN BOTH TO BUYER AND TO BUYER’S CUSTOMERS.

**7. INSPECTION AND DEFECTIVE/NONCONFORMING GOODS.** All goods furnished or services performed by Seller shall be subject to inspection and verification. Buyer shall have the right to reject and return, at Seller’s risk, any goods or services which fail to conform to Buyer’s specifications. Alternatively, Buyer may, at Buyer’s option, (a) correct or have corrected any such defect or nonconformity at Seller’s expense; or (b) make an equitable adjustment to the price for such goods on account of the defect or nonconformity. Buyer’s acknowledgment of receipt shall not release Seller from any liability for latent defects discovered after delivery. Buyer’s payment to Seller shall not constitute acceptance.

**8. DELIVERY.** Time is of the essence in connection with the delivery of any goods or services ordered by Buyer. Seller shall advise Buyer within ten (10) days of Seller’s knowledge that any delivery may be delayed. In the case of delay, Buyer may consult with Seller as to possible rescheduling and alternative sources of supply, and Buyer may, at Buyer’s option, (a) cancel any open Order without incurring any liability to Seller; or (b) purchase similar merchandise on the open market in such quantities as Buyer deems necessary (but not exceeding the quantities set forth in the Order) and Seller shall reimburse Buyer for any difference between the price paid by Buyer and the price set forth in the Order.

**9. COMPLIANCE WITH LAWS AND REGULATIONS.** Seller complies and will continue to comply with all applicable federal, state, and local laws and regulations to the goods and services. Seller shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, national origin, age, sexual orientation, religion, or disability and shall not maintain any segregated facilities at Seller’s facilities.

Seller represents that the materials and services performed by Seller shall be in compliance with the requirements of (a) the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1972, the Occupational Safety and Health Act of 1970, and in each case, the regulations and any amendments in effect pursuant thereto including applicable state laws, and (b) all applicable anti-corruption and anti-bribery laws. Seller shall develop and maintain affirmative action programs to employ and advance individuals in compliance with applicable law. By accepting this Order, Seller shall not use, and shall undertake sufficient supply chain due diligence with regard to, forced labor, including convict labor, indentured labor, or child labor, in violation of US laws, including Section 307 of the Tariff Act of 1930 and the Uyghur Forced Labor Prevention Act (UFLPA).

**10. TAXES.** Except for any state or local sales, use or other taxes from which an exemption is available to Buyer pursuant to a resale or similar certificate, all prices payable by Buyer include all applicable taxes and Seller shall remit such taxes to the appropriate taxing authorities.

**11. TERMINATION.** (a) Buyer shall have the right to terminate this Order at any time upon ten (10) days’ prior written notice to Seller. Upon receipt of such notice, Seller shall immediately discontinue performance and shall comply with Buyer’s instructions concerning the disposition of completed and partially completed items, work in progress, and materials acquired. In the event of such termination, Seller shall be reimbursed for the reasonable costs incurred by Seller prior to termination. (b) Buyer may terminate this Order immediately if Seller: (i) fails to perform any of Seller’s obligations under this Order; or (ii) demonstrates an inability to perform this Order in accordance with its terms; or (iii) is reasonably believed to be insolvent, makes a general assignment for the benefit of creditors, or files a petition under any bankruptcy act or similar statute. Upon the termination of this Order, Buyer may procure, upon such terms as Buyer shall deem appropriate, goods or services similar to the goods and services described in this Order and Seller shall be liable to Buyer for any excess costs incurred by Buyer.

**12. SET-OFF.** Buyer is authorized to apply any monies due Seller toward the payment of any sums which Seller or any company affiliated with Seller may now or hereafter owe to Buyer.

**13. INDEMNITY.** Seller shall at all times indemnify, save, and hold harmless Buyer and its affiliates and its/their respective equityholders, directors, managers, officers, employees, and agents (each an “**Indemnified Party**”) from and against all legal actions, claims, judgments, loss, damages, costs, liabilities, charges or expenses, including, without limitation, reasonable attorneys’ fees, which an Indemnified Party may incur, be liable for, suffer or sustain on account of any damage, wrong, loss, death, or injury of any kind or nature whatsoever caused by or arising from: (a) any act, breach, conduct, or omission of Seller related to or arising out of this transaction, including, without limitation, any alleged breach of warranty; (b) any failure of the goods or services to conform to any applicable specifications, descriptions, or samples; (c) any defects in design, materials, or workmanship; or (d) any claim of patent infringement in connection with the production of goods, performance of any services, or the use of such goods. If this Order includes performance of services or labor on Buyer’s or its customer’s premises, Seller shall maintain insurance coverage for such services until two (2) years after the date such services are completed and shall furnish certificates of insurance from its carriers demonstrating insurance coverage for workmen’s compensation (in compliance with applicable state laws), general liability, and automobile liability coverage with limits and with companies acceptable to Buyer. Such insurance shall be primary and all premiums fully paid.

**14. LIMIT OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR ITS/THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE HEREUNDER FOR ANY SPECIAL, RELIANCE, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT THIS SECTION SHALL NOT APPLY TO SECTIONS 9 OR 13.

**15. ATTORNEYS’ FEES.** In the event that Buyer institutes a legal proceeding against Seller and is successful, Buyer shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees.

**16. NON-WAIVER BY BUYER.** No waiver of any term, provision, or other condition by Buyer, whether by conduct or otherwise, in any one or more instances shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition.

**17. SEVERABILITY.** If any term or condition herein, or the application thereof, is deemed invalid or unenforceable, the remainder of these Terms shall not be affected thereby, and all such terms shall be valid and enforced to the fullest extent permitted.

**18. GOVERNING LAW AND VENUE; JURY TRIAL WAIVER.** This transaction and any related Order shall be governed by the laws of the State of Georgia, without regard to conflicts of law principles of any jurisdiction, and any and all actions commenced with regard hereto shall be filed in the state or federal courts in Fulton County, Georgia. EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS TRANSACTION AND/OR THE RELATIONSHIP BETWEEN SELLER AND BUYER.

**19. GOVERNMENT END-USE.** In the event this purchase is for a government end-use project, Seller shall comply with all applicable FAR and DFAR regulations as required by law.

**20. ENTIRE CONTRACT.** These Terms and the related Order constitute the entire understanding between the parties with regard to the subject matter hereof and supersede all prior negotiations, discussions, and preliminary agreements.