

## SUN ENERGY SYSTEMS

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### Wholesale Terms and Conditions

These terms and conditions are governing sale of products (products) by SUN ENERGY SYSTEMS. These terms and conditions (Agreement) take precedence over Customer's additional or Different terms and conditions. Acceptance by customer is limited to these terms and conditions. Neither Solar Power's commencement of performance nor delivery shall be deemed or constituted as acceptance of customer's additional or different terms and conditions.

#### (1) Approved Customers and Price List

Orders can be placed with SUNENERGY SYSTEMS by all approved Customers. Approval is subject to Solar Power's sole opinion. Contact our sales staff for more information.

#### (2) Orders

All orders placed by Customer will be binding even if no expressive written order conformation is given by SES. Written order confirmations by SES will be binding for solar Modular Lighting and water heater must include delivery dates, quantities and complete description of Products or item code being purchased. There will be a 15% cancellation fee for orders that (i) are changed more than 48 hours after placement of orders or (ii) have already been shipped or (iii) have already been placed with and confirmed by solar Power.

#### (3) Minimum Order Size

The minimum Order size is one 20 ft container load or 100 panels.

#### (4) Prices

Prices that SES quotes are valid for 14 days unless otherwise specified. Prices otherwise displayed by SES for example on the price list are subject to change without notice. Prices do not include any federal or state taxes, or other government charges, which, when applicable, will be invoiced in addition to the prices set forth herein.

#### (5) Payment and Credit Policy

Terms are pre-payment with order, by either T/T or LC at sight, visa credit card or approved credit payment terms. SES charges an additional fee of 1% of the invoice amount for credit card Payment and 1.5% per month sale and/or under credit term. For pre-payment by cheque or wire transfer a 1% discount is offered.

SES reserves the right to establish and/or change credit and payment terms extended to customer when, in SES's sole opinion, Customer's financial condition or previous payment record warrants that action. Solar Power will consider granting credit to long-term customers that have placed a minimum order volume of US \$60000 through at least two separate transactions with us over the last 12 months. SES will also consider granting credit to new customers that are anticipating regular, monthly business and are placing a minimum order of US \$35,000. Contact SES and request a credit facility with SES

All late payments shall be charged interest computed and compounded on a daily basis from the due date until paid in full at the rate of one-half percentage (1.5%) per month or the maximum rate permitted by law, whichever is less. On delinquent accounts, SES shall not be obligated to continue performance under any agreement with Customer.

Applicable VAT, sales taxes will be charged on all Orders until a valid resale certificate is on file. Charges for sales taxes will not be refunded on any orders placed prior to receipt of your certificate.

#### (6) Freight Charges and Rush Fees

All prices are F.O.B point of origin ex-works SES, V.V.Nagar INDIA. SES charges the actual shipping cost or allows dealer to make its own shipping arrangement for picking up ex-works SES.

#### (7) Returns Policy

No merchandise may be returned without prior authorization from SES. If the return is authorized, the buyer will be issued a return authorization (RA) number, which must be clearly marked on the package. Only the purchasing Customer may return Products to SES. All other purchasers must return Products through the dealer from whom they purchased Products. Solar Power will credit the Purchase Price of all normally stocked merchandise returned in new condition, in original packaging, within 30 days of purchase. There will be a 15% restocking charge on merchandise returned after 30 days.

#### (8) Warranty Repairs

All warranty repairs must be done by the manufacturer. Contact [info@sunenergysystems.net](mailto:info@sunenergysystems.net)

#### (9) Security Interest

SES retains a security interest in the products delivered to Customer, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the collateral) to secure payment of all amounts due under this Agreement. If customer fails to pay any amount when due, SES shall have the right to repossess and remove all or any part of the Collateral from customer but not from customer's customers. Any repossession or removal shall be without prejudice to any other remedy of SES hereunder, at law or in equity. Customer agrees from time to time, to take any act and execute and deliver any document (including, without limitation, Financing statements) reasonably requested by Solar Power to transfer, create, perfect, preserve, protect and enforce this security interest.

#### (10) Statute of Limitations

No action by customer may be brought any time more than twelve (12) months after the facts occurred upon which the cause of action arose.

#### (11) Limitations of Liability

The liability of SES hereunder for all claims shall not exceed the sum of Customer's payments for the products which are the subject of the dispute. SES assumes no liability for consequential damages, anticipated or lost profits, incidental damages, loss of time, or other losses incurred by customer or any third party in connection with the Products.

#### (12) Governing law

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the INDIA. SES and Customer specifically exclude the application of the United Nations Convention on contracts for the International sale of goods to this Agreement

#### (13) Choice of Forum

The parties hereto agree that any suits, actions or proceedings arising out of this Agreement that may be instituted by any party hereto shall be instituted only in the national courts in the Republic of INDIA and the parties hereto do hereby consent to the jurisdiction of those courts and waive any objection which they may now or hereafter have to venue of those suits, actions or proceedings.

#### (14) Force Majeure

Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent that delay or failure is caused beyond its control (Force Majeure Conditions), including, but not limited to, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act of omission of carriers or other similar causes. if any Force Majeure Condition occurs the party delayed or unable to perform (Delayed Party) shall give immediate notice to the other party (Affected party), and the Affected Party, upon giving prompt notice to the delayed Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Condition ,provided, however, that the Affected Party shall take all reasonable steps and Cooperate with the Delayed Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

(15) Non-Waiver

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be constructed as a waiver of that term, right or condition.

(16) Entire Agreement

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement shall not be modified or rescinded. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.