

# Green Power Solar Energy and Sunfind Solar Products Inc.

## Terms and Conditions of Service, Sale and Rental

The terms and conditions of this document apply to the sale of all products and services rendered by GREEN POWER SOLAR ENERGY AND SUNFIND SOLAR PRODUCTS, INC. These terms and conditions may be listed on [www.sunfindsolarproducts.com](http://www.sunfindsolarproducts.com), credit applications and price sheets.

### General

These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by SUNFIND SOLAR PRODUCTS, INC. to the buyer. No additional or different terms or conditions shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of SUNFIND SOLAR PRODUCTS, INC. Any waiver by SUNFIND SOLAR PRODUCTS, INC. of one or more of these terms and conditions shall not constitute a waiver of the remaining terms and conditions or any future defaults hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the Province of Alberta, Canada, shall be considered ineffective. All sales agreements shall be deemed made in, and shall be governed by the laws of the province of Alberta, Canada. The venue for any disputes arising out of any sales agreement shall be Red Deer, Alberta, Canada. SUNFIND SOLAR PRODUCTS, INC. shall not be liable for loss or damages or delays due to causes beyond SUNFIND SOLAR PRODUCTS, INC control including, but not limited to, acts of God, fire, strikes or lockouts, acts of the buyer, floods, or delays in transportation. In the event of such a delay, the delivery time shall be extended for the period of time equal to the time lost by reason of delay. All products and manufacturer names are registered trademarks and copyrights of the respective manufacturers and used only for identification purposes.

### Conditions of Sale

1. Prices; the purchaser agrees to pay SUNFIND SOLAR PRODUCTS, INC. the amount shown on the invoice and/or statement.
2. Taxes; verbal or written quotes and/or pricing do not include GST, provincial sales taxes, custom duties or any other charges or levy charged or imposed on merchandise by any federal, provincial or municipal authority. All federal, provincial and municipal taxes where applicable will be added to invoice and/or statement. These federal, provincial and municipal taxes can be omitted if appropriate tax exemption documentation can be provided by the Purchaser.

### Condition of Service

1. Price; the Purchaser agrees to pay SUNFIND SOLAR PRODUCTS, INC. the price shown on the invoice and /or statement
2. Taxes; verbal or written quotes and/or pricing do not include GST, provincial sales taxes, custom duties or any other charges or levy charged or imposed on merchandise by any federal, provincial or municipal authority. All federal, provincial and municipal taxes where applicable will be added to invoice and/or statement. These federal, provincial and municipal taxes can be omitted if appropriate tax exemption documentation can be provided by the Purchaser
3. Liability of Equipment Left in Sunfind Solar Products, Inc. care; Any and all equipment left in the care of SUNFIND SOLAR PRODUCTS, INC. is left at owner's risk and, as such, the owner of equipment will release SUNFIND SOLAR PRODUCTS, INC. of liability pertaining to any damage of said equipment. SUNFIND SOLAR PRODUCTS, INC. will take reasonable steps to ensure proper care and protections of owner's equipment, however, will in no way be held responsible for damage of owner's equipment resulting from acts of God, natural disaster, acts of war, fire, or any other situation out of direct control of SUNFIND SOLAR PRODUCTS, INC. Any claim of damage will need to be made at time of pick-up. Any repair of any claimed damage is at the sole discretion of SUNFIND SOLAR PRODUCTS, INC.

### Conditional of Rental

1. Price; the Purchaser agrees to pay SUNFIND SOLAR PRODUCTS, INC. the price shown on the invoice and /or statement
2. Taxes; verbal or written quotes and/or pricing do not include GST, provincial sales taxes, custom duties or any other charges or levy charged or imposed on merchandise by any federal, provincial or municipal authority. All federal, provincial and municipal taxes where applicable will be added to invoice and/or statement. These federal, provincial and municipal taxes can be omitted if appropriate tax exemption documentation can be provided by the Purchaser
3. The "Customer" will be responsible for the equipment from the start (removed from SUNFIND SOLAR PRODUCTS, INC.) to the end (returned to SUNFIND SOLAR PRODUCTS) of the rental agreement.
4. Deposit; the customer understands and accepts that SUNFIND SOLAR PRODUCTS, INC. requires a deposit during the rental agreement. This deposit will be returned when the rental agreement is fulfilled and the equipment is returned. The customer also understands and accepts that SUNFIND SOLAR PRODUCTS, INC. may keep the deposit if the equipment is not returned in the conditions specified in the rental agreement.

### Terms of Payment

**Terms:** All prices quoted and all payments shall be in Canadian dollars unless otherwise specified. In case of partial shipments, pro-rated payments shall be made. Any customer accounts established as "Cash on Demand" (COD) will require prepayment. The purchaser agrees that should any payments not be made when due, then interest on such overdue payments, shall be paid by the Purchaser at the rate of One and One Half (1.5%) per month, eighteen (18%) per annum, until any outstanding balance, including service charges, are paid. SUNFIND SOLAR PRODUCTS, INC. is in no way obligated to extend the terms of payment. Credit accounts are Net 30. Net 30 days is calculated from shipment date. If legal action or demand is brought or made by SUNFIND SOLAR PRODUCTS, INC. for recovery or possession of SUNFIND SOLAR PRODUCTS, INC. products or for the collection of any purchase price or other sums payable to SUNFIND SOLAR PRODUCTS, INC. all expenses, incurred therein, including all solicitor's fees in respect to debt collection.

**Credit:** Credit terms are net 30. Available credit lines are determined by SUNFIND SOLAR PRODUCTS, INC. credit department and depend upon credit history, trade references, financial statements, and any other business information pertinent to credit establishment. SUNFIND SOLAR PRODUCTS, INC. reserves the right to refuse any orders placed by the purchaser and refuse to ship any accepted orders on hand or request payment any time the purchaser's credit standing becomes impaired or unsatisfactory to SUNFIND SOLAR PRODUCTS, INC. SUNFIND SOLAR PRODUCTS, INC. reserves the right the review credit at any time.

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## Shipping Policy

**F.O.B Shipping Point;** shipping terms are F.O.B SUNFIND SOLAR PRODUCTS, INC stocking/distribution locations. Transportation charges are COLLECT unless otherwise specified. If transportation is pre-paid, SUNFIND SOLAR PRODUCTS, INC. reserves the right to select the method of transportation and the routing of shipment. A purchase requiring a shipment by a method or routing other than selected by SUNFIND SOLAR PRODUCTS, INC. will be billed the increase in transportation costs.

**Loss or Damage of Shipments;** all risk of loss or damage with respect to products shall pass to the purchaser upon delivery by SUNFIND SOLAR PRODUCTS, INC. to the carrier or purchaser's representative at SUNFIND SOLAR PRODUCTS, INC. warehouse. SUNFIND SOLAR PRODUCTS, INC. will not be responsible for any loss or damage sustained in transit. Claims by the purchaser regarding damage, shortages or rejection need to be submitted to SUNFIND SOLAR PRODUCTS, INC and the carrier in writing with sufficient detail of claimed occurrence within FIVE (5) business days after delivery. Valuation of shipment will be at carrier's standard rates unless otherwise specified by the Purchaser at additional cost.

**Delays;** SUNFIND SOLAR PRODUCTS, INC. shall not be liable for any shipment delays beyond the reasonable control of SUNFIND SOLAR PRODUCT, INC. including, but not limited to, delays caused by unavailability or shortage of products for SUNFIND SOLAR PRODUCTS, INC. suppliers, acts of God, natural disasters, acts of war, acts of omission of Purchaser, fire, strike, riot, government interference, unavailability or shortage of materials, labor, fuel, or power through normal commercial channels, failure or destruction of plant and/or warehouse or equipment arising from any cause whatsoever or transportation failures.

**Title;** Title to goods shall pass from SUNFIND SOLAR PRODUCTS, INC. to the Purchaser when SUNFIND SOLAR PRODUCTS, INC. has been paid in full and purchaser hereby grants to SUNFIND SOLAR PRODUCTS, INC. a security interest in the goods until payment in full. If default is made in any of the payments herein, SUNFIND SOLAR PRODUCTS, INC. may retain any partial payments which have been made and SUNFIND SOLAR PRODUCTS, INC. shall be entitled to the immediate possession of the goods and shall be free to enter the premises where the goods may be located and removed as SUNFIND SOLAR PRODUCTS, INC. property, without prejudice to SUNFIND SOLAR PRODUCTS, INC. right to recover any further expenses or damages to SUNFIND SOLAR PRODUCTS, INC. may suffer by reason of such non-payment.

**Warranty;** Any and all products manufactured by SUNFIND SOLAR PRODUCTS, INC. will come with a one year limited warranty to the original purchaser. Products sold by SUNFIND SOLAR PRODUCTS, INC. that are not manufactured by SUNFIND SOLAR PRODUCTS, INC. will extend to the purchaser the same warranty protection provided by the manufacturer.

**Force Majeure;** SUNFIND SOLAR PRODUCTS, INC. shall not be liable for loss or damages or delay due to causes beyond SUNFIND SOLAR PRODUCTS, INC. control, including, but not limited to, acts of God, fire, labor disruptions, fire, strikes, acts of purchaser, and delays in transportation or inability to obtain necessary labor.

**Returns;** SUNFIND SOLAR PRODUCTS, INC. may accept returns of merchandise in accordance with the policies and procedures set out in this document. Returned merchandise must be shipped with transportation prepaid, listed in original, factory cartons unless otherwise agreed to prior to return to SUNFIND SOLAR PRODUCTS, INC. Credit will be issued at the price at which the product was purchased. All returns, at SUNFIND SOLAR PRODUCTS, INC discretion, will be subject to a 20% restocking charge of the price at which the products was purchased. In the event SUNFIND SOLAR PRODUCTS, INC. accepts a return from the buyer, the buyer will deliver the product to SUNFIND SOLAR PRODUCTS, INC. and the buyer shall bear all applicable federal, provincial, municipal taxes as well as import or custom duties and license fees. SUNFIND SOLAR PRODUCTS, INC. reserves the right to modify or eliminate such policies at any time.

## ACCEPTANCE

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever occurs first:

1. Buyer's written acknowledgment thereof.
2. Buyer's making an offer to purchase product from SUNFIND SOLAR PRODUCTS, INC.
3. Buyer's acceptance of any shipment of any part of the items specified for delivery or any other act or expression of acceptance by the buyer.