



Quick Mount PV
 936 Detroit Avenue, Suite D
 Concord, CA 94518-2539
 P 925 687 6686 F 925 687 6689
 www.quickmountpv.com

TERMS AND CONDITIONS

BY PURCHASING FROM QUICK MOUNT PV, YOU AGREE TO THESE TERMS AND CONDITIONS.

No other terms shall apply except as agreed in writing and signed by us. We reserve the right to correct typographic errors and decline orders.

PRICES/PAYMENT

Prices, title and risk of loss are FOB our warehouse. Prices don't include taxes or shipment and may change without notice. Freight is pre-paid and charged when invoiced. All COD purchases are to be paid with a major credit card or wire transfer of funds. Company check is permissible for open accounts. The buyer hereby acknowledges that terms of payment for any and all goods and/or services are from date of invoice. Payment is due in full based on the terms established for this account. A finance charge with a monthly periodic rate of 1.5% (being an ANNUAL PERCENTAGE RATE OF 18%) is imposed on all past due amounts. Please pay from invoice. It is further acknowledged by the buyer that should a Collection Process be instituted to recover any monies owed, liability for Court Fees, Attorney Fees, and all costs rests with the applicant.

CUSTOMS/TAXES AND DUTIES

Custom Duties/Tariffs are the responsibility of the buyer. Any taxes which Quick Mount PV may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, delivery, use or consumption of the goods or any material relating thereto, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser, which shall promptly pay such to Quick Mount PV upon demand.

FORCE MAJEURE

Quick Mount PV shall not be liable for loss, damage or delay in manufacture, shipment or delivery of the goods or for its inability to perform any or all of its obligations hereunder due to the failure or happening of events or conditions rendering performance commercially impracticable, or to any causes beyond Quick Mount PV's reasonable control, including but not limited to, acts of God, any acts or omissions of Purchaser, acts of civil or military authorities, fire, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Quick Mount PV's supplier or subcontractors, fuel or other energy shortages. If any such failure of events or conditions result in a delay in performance, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Acceptance of the material by the Purchaser shall institute a waiver of all claims for loss or damage due to any delay resulting from any such force majeure cause.

APPLICABLE LAW

The terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of California, as they apply to transactions between merchants and venue in any action herein may be laid in or transferred to Contra Costa County, California. If any provision or provisions hereof are void or are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document, which shall otherwise remain in full force and effect.

RETURNS

For suspected shipping damage an exception should be taken at time of delivery. No returns will be accepted without prior written authorization from Quick Mount PV. Quick Mount PV may, if products have been used or altered by buyer, refuse to approve any return. Any unauthorized returns will be sent back at sender's expense. No exceptions. All returns must have an approved Return Merchandise Authorization (RMA) Number and must include a copy of the approved RMA Form and a copy of the original invoice. All approved returns will be subject to a restocking charge of fifteen percent (15%) plus shipping charges, to be set by Quick Mount PV.

INSPECTION

Purchaser shall inspect the original packaging within ten (10) days after delivery, to determine the correct product was shipped and received in good condition. Unless Purchaser notifies Quick Mount PV within ten (10) days thereafter specifying any obvious damage or defect or other objection to the materials, it shall be conclusively presumed, as between Purchaser and Quick Mount PV, that Purchaser has fully inspected and acknowledges that the materials comply with the original Purchase Order.

SHIPPING POLICY

All material will be shipped via UPS or Common Carrier Freight. We can ship on Customer Account or if our account is used, it will be prepay and charged to Customer, FOB Concord Ca. UPS does not deliver to P.O. Boxes.

UPS or Freight charges calculated in quotes for shipping are approximate. Actual charges may vary due to shipping weight and size of package. Exact charges and UPS tracking number will be emailed to you when your order has shipped. Freight tracking will be sent to you the day after shipment has gone out. Quick Mount PV reserves the right to group items into as few pallets as possible and to reduce cost (i.e. mixed products on same pallet). As an average, Quick Mount PV's orders will be shipped within 1-5 days but reserves the right to ship within 14 days relative to fluctuation in demand.



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You will be notified of any delays. In the event of such delays, purchaser retains the right to cancel its order(s), without liability to Quick Mount PV. In those instances when Quick Mount PV does not have the materials in stock and a purchaser has not cancelled his order(s), it will schedule a delivery date following its receipt of the materials and you agree to accept the delivery of the materials at that time. We are currently serving the United States and Canada only. However, shipments to other countries can be sent to a freight forwarder of your choice.

UNDELIVERABLE PACKAGES

Should packages be returned to us as undeliverable, we will issue a full refund for product(s) only. Shipping charges, however, will be invoiced, unless it was an error on our part. We are unable to re-ship orders that are returned to us as undeliverable until a determination has been made for future deliveries and avoidance of this situation. If you would still like to purchase items that were undeliverable, you are welcome to place a new order with the appropriate delivery information.

HOLD HARMLESS AGREEMENT

A. Indemnity

SELLER shall indemnify, hold harmless and defend Buyer from any suit, cause of action, judgment or claim ("Claim") for damage to property or bodily injury, loss of life, liability of any nature, costs, or expenses including reasonable attorney fees ("Damages") arising out of or related to:

1. the sale or use of Products provided by Seller;
2. the negligent act or omission of the Seller;
3. intentional misconduct of Seller or
4. infringement of any intellectual property right or trade secret of a third party

B. Exclusions

Seller shall have no liability to Buyer for any CLAIM that arises:

1. from or out of any PRODUCT that has been altered or damaged by buyer;
2. as a result of any representation made by Buyer regarding the PRODUCT that is inconsistent with the PRODUCT description and documentation;
3. relabeled improperly caused by sole negligence of the Buyer.

OTHER

Website. Use of our website "www.quickmountpv.com" is governed by the Terms of Use agreement published on the website.

Rights. As indicated on our product and in our material, patent, copyright, trademark or similar rights apply to our products and, unless otherwise stated, to all material (including graphical images, photographs, videos, wording) presented in electronic form (including websites, emails), in printed form (including brochures, instructions, ads, catalogues), in audio/visual form (including videos, dvds, cds) is owned by the Company.

No part of our product, no part of our material may be reproduced in any way without Quick Mount PV's prior written permission. Any such use/infraction will be prosecuted to the fullest extent permitted by law.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America without reference to its principles of conflicts of laws.

Consent to Jurisdiction. You agree that any dispute, legal action, arbitration, mediation or other proceeding that you initiate concerning this Agreement shall be brought in the United States or state courts located in the County of Contra Costa, State of California. You further agree that we, at our sole discretion, may initiate an action or proceeding concerning this Agreement in the County of Contra Costa, as provided above, or in any other foreign or United States court or administrative agency having jurisdiction over the subject matter of the dispute. You (a) accept the jurisdiction of the foregoing courts, whether in the County of Contra Costa or

in any other jurisdiction where we have chosen to file, (b) irrevocably agree to be bound by any final judgment (after any appeal) of any such courts, and (c) irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such courts, and further irrevocably waive to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. You agree that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.

Company Name: _____

Name: _____ Signature: _____

of Authorized Representative/Employee of Authorized Representative/Employee

Title: _____ Date: _____

of Authorized Representative/Employee