

## TERMS OF SALE

1. C.I. ENERGIA SOLAR S.A. agrees to furnish only the goods described in the order confirmation / acknowledgment / pro forma or quotation, which may vary from project plans, specifications, and/or purchase orders.
2. The contract price is based solely upon the particular drawings, specifications, makeups, or other contract documents, which are specifically identified in the quotation. Items omitted are excluded.
3. The contract price is conditioned upon payment within 30 days of receipt of materials with no retainage allowed.
4. The time for delivery shown on the face of the order confirmation / acknowledgment / pro forma, if any, is an estimate only. C.I. ENERGIA SOLAR S.A. will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date regardless of the cause. C.I. ENERGIA SOLAR S.A. will select the method of delivery.
5. Completed orders unable to be accepted within 30 days of the original ship date are subject to storage charges. Fees will be assessed at \$15 per unit per month. The storage charges will be payable net 30 days. C.I. ENERGIA SOLAR S.A. will not be liable for damage to materials stored longer than 60 days nor will C.I. ENERGIA SOLAR S.A. be liable for damage or failure of any materials stored in any manner contrary to industry standards and/or specific storage requirements identified by C.I. ENERGIA SOLAR S.A. in any product materials.
6. C.I. ENERGIA SOLAR S.A. reserves the right to charge any and all unknown surcharges and miscellaneous costs assessed by our vendors.
7. C.I. ENERGIA SOLAR S.A. may, in its sole discretion, agree to grant credit terms to Buyer. C.I. ENERGIA SOLAR S.A. will not be liable to Buyer for any refusal to grant credit. Any credit terms are subject to C.I. ENERGIA SOLAR S.A. continuing approval of Buyers credit. If in C.I. ENERGIA SOLAR S.A. sole discretion Buyers credit or financial standing becomes unsatisfactory C.I. ENERGIA SOLAR S.A. may withdraw or modify the credit terms. Buyer shall be responsible for C.I. ENERGIA SOLAR S.A. costs of collection including reasonable attorney's fees in the event of nonpayment.
8. Unless otherwise agreed in writing by C.I. ENERGIA SOLAR S.A., all goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices, and practical testing and inspection methods.
9. C.I. ENERGIA SOLAR S.A. has no system design or application responsibility to Buyer or any third party.
10. C.I. ENERGIA SOLAR S.A. EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN ITS STANDARD TERMS OF WARRANTY. C.I. ENERGIA SOLAR S.A. SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
11. All claims for breakage are the responsibility of the consignee, and claims must be filed by the consignee.
12. C.I. ENERGIA SOLAR S.A. provides a limited warranty. Its terms are set out in C.I. ENERGIA SOLAR S.A. separate warranty certificate available on request. C.I. ENERGIA SOLAR S.A. will not accept any charge or expense, including labor for modification, removing, inspecting, or installing the goods. C.I. ENERGIA SOLAR S.A. may void the limited warranty upon products for which

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**Any inquiries should be directed to:**

PBX: (575) 366-4600

C.I. ENERGIA SOLAR S.A. has not been paid. C.I. ENERGIA SOLAR S.A. limited warranty as provided to Buyer may only be modified upon written approval of C.I. ENERGIA SOLAR S.A. President or Vice President(s). Any verbal representations intended to modify any existing C.I. ENERGIA SOLAR S.A.' warranty shall be invalid and unenforceable against C.I. ENERGIA SOLAR S.A.. Extended warranties may be available at additional cost and are subject to management and technical approval of glazing details.

13. No goods may be returned to C.I. ENERGIA SOLAR S.A. for credit without prior written consent. After Buyers order has been accepted, the order may not be modified, canceled or changed without C.I. ENERGIA SOLAR S.A. consent. Buyer shall be responsible to C.I. ENERGIA SOLAR S.A. for reasonable cancellation or order change charges.

14. C.I. ENERGIA SOLAR S.A. shall not be obligated to make any changes or additions to the goods described in the order confirmation / acknowledgment / proforma or quotation unless C.I. ENERGIA SOLAR S.A. agrees in writing and an equitable adjustment are made if necessary to the price and delivery terms.

15. Buyer shall inspect the goods upon receipt and promptly notify C.I. ENERGIA SOLAR S.A. of any claim that the goods are nonconforming. C.I. ENERGIA SOLAR S.A. shall be allowed reasonable opportunity to inspect and cure any claim of alleged non-conformity. Buyer may arrange to inspect at the place of manufacture provided inspection does not interfere with C.I. ENERGIA SOLAR S.A. operations and the consequent approval or rejection shall be made before shipment of the goods.

16. Buyer acknowledges that the quoted prices do not include freight, manufacturer's gross receipts taxes, sales or use taxes, or any other state, local, and federal taxes and/or assessments that may be payable on the transaction unless otherwise stated in writing by C.I. ENERGIA SOLAR S.A.. All additional delivery costs arising from local labor agreements shall be borne by the buyer.

17. Buyer acknowledges they are liable for State and local sales/use tax for the goods they are purchasing. Therefore, this order will be taxed in accordance with State and local tax laws to where the product is being shipped. In the event that this order is a nontaxable project, C.I. ENERGIA SOLAR S.A. must have a valid and properly executed sales/use tax exemption certificate on file prior to the invoicing or you will be billed sales/use tax. Once you are invoiced by C.I. ENERGIA SOLAR S.A. it is your responsibility to make payment in full to C.I. ENERGIA SOLAR S.A.

18. All Orders are subject to and Buyer is bound by C.I. ENERGIA SOLAR S.A. Terms of Sale without change, unless otherwise set forth in writing and accepted in writing by C.I. ENERGIA SOLAR S.A.. To the extent any other terms and/or conditions from any other source, including Buyer, are deemed to conflict with C.I. ENERGIA SOLAR S.A. Terms of Sale, C.I. ENERGIA SOLAR S.A. Terms of Sale will govern.

19. Under no circumstances shall C.I. ENERGIA SOLAR S.A. be liable to or agree to indemnify Buyer or any third party for any loss, costs, damage or expense (including attorney's fees) resulting from Buyer's or any third party's actions or conduct. Buyer shall indemnify and hold C.I. ENERGIA SOLAR S.A. and its employees, agents, assigns and heirs harmless from and against any loss, costs, damage, or expense (including attorney's fees) resulting from any charge or claim of personal injury or property damage arising out of Buyer's performance under this order or Buyer's negligence or willful misconduct.

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