

# Vision Solaire inc.

## Terms, Conditions and Warranty

### Prices

All prices are subject to change without notice.

### Acceptance of Orders

No order placed with Vision Solaire inc. shall be considered accepted until officially acknowledged in writing by Vision Solaire inc.. The terms and conditions stated in Vision Solaire inc.'s written order acknowledgement shall constitute the entire sales agreement between Vision Solaire inc. and the purchaser, and any contrary or additional terms or conditions submitted by the purchaser shall be deemed to be of no effect unless specifically acknowledged in writing by Vision Solaire inc. at the time of order acceptance. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect the terms and conditions of Vision Solaire inc.'s written order acknowledgement. Vision Solaire inc. reserves the right to select its own customers and to reject any order.

### Terms of Payment

All orders have to be paid before delivery (CBD).

Pre-payments options are:

- Credit card
- Paypal
- Check
- Wire Transfer

### Freight

All freight charges are the responsibility of the purchaser. Vision Solaire inc. reserves the right to use its discretion in routing all shipments; however, special instructions will be followed if the purchaser will assume any additional transportation charges. Cartage or accessorial charges and detention or demurrage charges are not allowed.

When purchaser's own transportation method is used, Vision Solaire inc.'s responsibility for safe delivery ceases when the goods have been turned over to the transportation company. All claims for damage or shortage in transit are to be handled by the purchaser. Shipments should be inspected by the immediately upon receipt for transportation loss or damage and any necessary claim entered promptly with the carrier.

### Delivery

Vision Solaire inc. shall not be liable for any delay or default in delivering products where occasioned by any cause of any kind or extent beyond the control of Vision Solaire inc., including without limitation armed conflict or economic dislocation resulting there from embargoes; shortages of labor, raw materials, fuel, energy, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fires; floods; and accidents. No liability shall be sustained by Vision Solaire inc. by reason of its not filling any order or portion thereof due to any of these or similar occurrences.

### Packing

No charge will be made for domestic packing. Some products are shipped palletized for the purchaser's convenience. Where it is impractical for the purchaser to handle heavy pallets, the purchaser should specify "No Pallet" on the order.

### Taxes

The purchaser shall pay when due all sales, use, gross receipts, excise and other taxes (together with interest and penalties if any, thereon) now or hereafter imposed by any governmental agency upon Vision Solaire inc., the purchaser, the products or the use thereof.

### Proper Product Application

Products should be stored, installed, used and maintained in accordance with applicable Vision Solaire inc. instructions and specifications. Copies of instructions and specifications can be obtained from: Vision Solaire inc. website at [www.vision-solaire.com](http://www.vision-solaire.com). Vision Solaire inc. is not responsible, under its limited warranty described below or otherwise, for any product modified or altered

without prior written authorization from Vision Solaire inc.

### Limited Warranty

Subject to all limitations set forth below, Vision Solaire inc. warrants to the purchaser that Vision Solaire inc. products will be free from defects in material and workmanship from the date of manufacture for a period of:

- Battery: five (5) years (prorate);
- Solar Module (80% of nominal power): twenty five (25) years;
- Controller: ten (10) years;
- LED: ten (10) years;

Notwithstanding the preceding paragraphs, Vision Solaire inc. makes no warranties regarding purchased poles and posts. All purchased poles and posts are subject to the applicable warranty (if any) of the company that manufactures such products. For purposes of this limited warranty, the term "purchaser" means a purchaser for resale or for use in business. The customer is solely responsible for proper selection of pole and foundation under the given site conditions and intended usage. It is strongly recommended that a qualified professional be consulted to analyze the loads given the user's specific needs to ensure proper selection of the pole and foundation. Vision Solaire inc. assumes no responsibility for such proper analysis or product selections. Failure to ensure proper site analysis, pole selection, loads and installation can result in pole failure, leading to serious injury or property damage.

If any of Vision Solaire inc.'s products fail to meet the applicable warranty described above Vision Solaire inc. shall correct the defect either by (at Vision Solaire inc.'s option) shipping to the purchaser the necessary replacement parts or, if requested by Vision Solaire inc., purchaser to promptly arrange to make the product available to Vision Solaire inc. for investigation and correction. NO PRODUCTS MAY BE RETURNED UNTIL THE PURCHASER HAS CONTACTED VISION SOLAIRE INC. AND RECEIVED A RETURN AUTHORIZATION. The warranty set forth in this section is VOID IF the products have not been properly stored, installed, used or maintained or if the purchaser fails to comply with any applicable recommendations of Vision Solaire inc.. Vision Solaire inc. shall not be responsible for any failure of its products which is a result of external causes; natural catastrophe; lack of sunshine, power surges or failure; improper energy usage; fault or negligence of the purchaser or user; improper or unauthorized use, installation, handling, storage, alteration or service; or any cause other than a defect in the material or workmanship of the product itself.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, VISION SOLAIRE INC. MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO ANY PRODUCTS MANUFACTURED OR SOLD BY VISION SOLAIRE INC., WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF VISION SOLAIRE INC.. WITHOUT AN EXPRESS, WRITTEN AUTHORIZATION FROM VISION SOLAIRE INC., NO DISTRIBUTOR OR SUPPLIER OF VISION SOLAIRE INC. PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY

### Limitation of Liability

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to Vision Solaire inc.'s products. The total liability of Vision Solaire inc. on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Vision Solaire inc. performance or breach of the foregoing limited warranty or from Vision Solaire inc.'s sale, delivery, resale, repair, or replacement or use of any products or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty specified above. If Vision Solaire inc. furnishes advice or other assistance which concerns any product, or any system or equipment in which any product may be installed, the furnishing of such advice or

assistance shall not subject Vision Solaire inc. to any liability, whether in contract, warranty, tort (including negligence), or otherwise.

IN NO EVENT SHALL VISION SOLAIRE INC. BE LIABLE FOR ANY INDIRECT SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR CHARGES, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS SERVICES OR PRODUCTS COST OF PURCHASED OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR ANY PROPERTY TO WHICH ANY PRODUCT IS AFFIXED, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY

Vision Solaire inc. reserves the right to change or improve the design of any of its products without assuming any obligation to modify any product previously manufactured.

### Return Goods

Requests to return materials must be made within two (2) months from date of shipment. No products will be accepted for return unless in original packages and accompanied by "return authorization number" which can be obtained only from Vision Solaire inc.'s Customer Service Department.

### Return shipment

Shipments must be made to Vision Solaire inc.'s factory as specified on Vision Solaire inc.'s return authorization form. For products accepted for return, a credit will be issued at the prices prevailing at the time of shipment or at the time of return, whichever is lower, from which will be deducted are freight charges previously allowed, and a minimum service charge of 30% of the invoice price to cover part of the cost of handling, unpacking, repacking and placing the products in salable condition. The actual service charge will be determined from the condition of the units as received at Vision Solaire inc.'s factory. Such charge is payable by the purchaser on demand. Products specifically modified to customer requirements are noncancelable after release and are nonreturnable. Products returned for errors in shipments will be accepted at full credit and without service charge. Transportation must be prepaid on all returned merchandise.

### Cancellations

If the purchaser, after acceptance of an order by Vision Solaire inc., desires to cancel the order, and Vision Solaire inc. accepts such cancellation in writing, the cancellation charge shall be 25% of the total price of the order, or, if greater, the actual costs incurred by Vision Solaire inc. with respect to the order as of the time of cancellation. Such charges are payable by the purchaser on demand.

### Construction of Agreements

These terms and conditions and all agreements between Vision Solaire inc. and the purchaser shall be governed by and construed in accordance with the laws in Quebec, Canada.

The prices and data in this schedule are for the convenience of users, and every effort is made to avoid error, but Vision Solaire inc. cannot be held responsible for any errors or omissions.

### TERMS AND CONDITIONS

[www.vision-solaire.com](http://www.vision-solaire.com)

Revision: December 1st, 2018