



Switch Solar Policies

This document contains the following important Soligent policies that pertain to your order:

1. Service Level Agreement – Page 2-3
2. Will Call Policy – Page 4-5
3. Returns, Damage and Claims Policy – Page 6-8
4. Terms and Conditions Policy – Page 9-11

Please read them carefully as they may assist in answering questions that arise in your ordering process.



Customer Service Level Agreement

We seek to offer fast and reliable product delivery and service to our customers. In an effort to provide clarity about what a customer can expect when dealing with us, we have outlined our service level expectations below.

Guarantees to Soligent's Dealers

All Soligent personnel, from our sales people, to our credit department, to our warehouse staff will go out of their way to ensure that our dealers have a positive customer experience.

All Sales Orders will be **shipped within one business day of submission and payment**, provided this has occurred before noon the prior day and inventory stock is available.

- For example: An order that is submitted and paid for before noon on Monday, will ship out end of day Tuesday at the latest; an order that is submitted and paid for at 4pm on Monday, will ship out end of day Wednesday at the latest.
- Though we will always work to get as many orders out each day as possible, customers also have the option of submitting a 'rush order' if they require guaranteed faster order processing. Rush orders will be shipped out same day they are received and accepted, provided they are submitted before 10:30am.

Requests to Soligent's Dealers

In order to provide this high level of service, we have several requests that will allow us to provide faster and more reliable service. Operating within these requirements will enable customers' orders to arrive accurately and on time.

Orders must be submitted clearly and accurately through our website, email, fax, or phone.

- Changes to orders after the initial submission may result in shipping delays.

Order changes can be made without penalty until noon the day before the requested ship date. Orders that are changed after this time will likely be delayed by one additional business day, though we will always try to ship these orders earlier when possible.

If the customer requires guaranteed order shipment on the same day despite the order change, they have the option of upgrading to a rush order for a small fee.

There is a \$25 rush fee for parcels and a \$100 rush fee for LTL shipments. Orders over \$10,000 cannot be rushed.

Note: Any same day changes must be submitted before 10:30am

As always, product availability is an issue in the solar industry. We cannot 100% guarantee product allocation will take place until we receive payment for the customer's order.

Customers should attempt to combine smaller orders when possible. This will allow us to achieve a better shipping price for our customers as well as reduce the likelihood of any order issues.

- Because a similar amount of processing time is required for small and large orders, in some instances, we may assess a \$30 'small order fee' for orders under \$200. *Customers that meet an annual revenue level of \$50,000 will be exempted from this fee.*

Will Call orders should be picked up at the appointed time when possible. Please call or email your Account Support Coordinator if you will be unable to keep the established appointment time.

- *Please review our 'Will Call Policy' for further details.*

Please alert us to any issues with a received order through our website using the "RMA Claim Form."

- *Please review our 'Returns, Damages & Claims Policy' for further details.*



Will Call Policy

Soligent is here to provide our customers with excellent customer service. Part of that goal includes making the time spent picking up orders at our warehouses as quick and seamless as possible. This document provides an overview of instructions and tips to ensure a timely will call order processing and pick-up experience.

Policy overview

Customers should select a Will Call pick-up time through their Account Support Coordinator.

- We encourage the customer to contact their Account Support Coordinator to reschedule the pick-up time if they are unable to make their pre-appointed time.

Although we encourage pick-up at the scheduled date and time, we also keep that order staged for **five business days** before it will be cancelled and restocked.

Will Call appointment times should be scheduled **by noon the day before pick-up** and can only be scheduled **after order payment** has been received.

- Same day Will Call orders are possible, though rush fees may apply to these orders depending on the order volume in our warehouses.

Frequently Asked Questions:

How do I submit a Will Call Order?

- Orders can be placed:
 - On the Soligent Website
 - By calling/emailing your Account Executive
 - By faxing a Purchase Order or signed quote to (707) 992-3199
- Please be sure to:
 - Indicate the shipping method as **"Will Call."**
 - Please indicate on the purchase order **your window of availability** for pick up. This will help make sure that you get the most convenient appointment time for pick up and that your order is ready upon arrival.
 - Look for an **order acknowledgement email** after your order submission. This is sent immediately after the order is entered.
 - Look for an **order confirmation email** to make sure that your order has been paid for and allocated.
 - You must receive this before you pick up your Will Call order; please contact your Account Executive or Account Support Coordinator if you don't receive this confirmation by the day before your Will Call appointment.
 - Order confirmation emails are only sent to customers without Credit Terms.*
- Any order issues or changes should be communicated to your Account Executive or Account Support Coordinator.
 - Only contact the warehouse directly to inform them if you will be early or late for your appointment time or to consult them about what vehicle to use for pick up.

How can I make my Will Call pick up faster and more seamless?

- Please try to arrive on time for your appointment; missing your scheduled appointment will likely result in a longer wait time.
- Make sure that your order is correct upon submission; changes to orders while on site are possible but will cause delays in order pick up.
- Customer is responsible for arranging for payment or credit in advance of the scheduled pick up date.

What is the procedure for a Will Call pick up?

- Please bring...
 - A copy of your order acknowledgement.
 - Your sales order number would also be adequate documentation.
 - The correct type of vehicle to collect your order.
 - Please consult with the warehouse if you are in doubt about what vehicle you will need.
 - Any strapping or tie downs required to secure the load, as the warehouse does not provide this material.
- Will Call orders not picked up within five business days of the scheduled pick up date will be cancelled and restocked.
- Customers are not allowed beyond the “Employees Only” area in the warehouse without being accompanied by a Soligent Employee.

Should you have any questions regarding this policy or other topics, please do not hesitate to contact us at (800) 967-6917 or contact your Account Executive or Account Support Coordinator directly.

Soligent warehouse locations:

Sacramento Distribution Center

8671 Younger Creek Drive
Suite 200
Sacramento, CA 95828
Phone: (916) 504-5000

East Coast Distribution Center

Three Security Drive
Suite 303
Cranbury, NJ 08512
Phone: (609) 860-6409

Southwestern Distribution Center

555 South Promenade Ave
Suite 101
Corona, CA 92879
Phone: (951) 737-7652



Returns, Damages , and Claims Policy

Though we work to ensure that each and every order is checked for accuracy, correctly packaged, and properly shipped, issues with shipments do arise occasionally. There are several steps the customer can take in order to limit the occurrence errors and catch those that do occur.

Order Inspection & Verification

Before signing for a delivery, it is the customer's responsibility to inspect the delivery for **correct item count and condition.**

- Look for the following...
 - Torn or punctured cardboard or stretch wrap.
 - Broken or crushed corners.
 - Broken pallets.
 - Module stacks that shifted on the pallet.
 - Missing "Do Not Stack" pyramids on module pallet.
- Verify that the Packing Slip matches the items received in the shipment.
- If the driver will wait, we also recommend opening the shipment and inspecting items.

Note any discrepancies in item count and any item damage on Delivery Receipt and inform the driver.

Please do not refuse the delivery.

- Refusing delivery may result in additional freight charges.

The process for reporting order discrepancies varies based on what the issue is. By following the steps laid out below, the Customer can ensure that claims are processed in the most efficient manner possible. Please direct any questions not covered below to one of our RMA specialist listed at the end of this document.

Reporting Order Issues

For Shipping Damage:

After inspecting the order, immediately write a description of the discrepancy on the Delivery Receipt and inform the driver.

- **Note:** If damage is not recorded and brought to the driver's attention, **the carrier will not honor any damage claim.**
- *Please also indicate on the Delivery Receipt if the driver was unable or unwilling to wait to allow an inspection of the items within the shipment.*

After noting all discrepancies, please sign for the delivery

Before filing a 'Freight Damages' claim, you must collect the following:

- Pictures of the damaged packaging and product.
- Serial numbers for damaged modules and inverters.
- A copy of the Delivery Receipt and Bill of Lading.
- A copy of the Packing Slip and Invoice.

Parcel and freight damages claims are handled differently.

- If this was a **parcel shipment** (e.g., UPS, FedEx, GSO)
Please file an RMA claim online at **www.soligent.net** using the “RMA Claim Form” **within 48 hours of delivery**.
Our agreement with our parcel shippers requires us to file parcel claims for our customers; these claims must be filed with the carriers as soon as possible to enhance the likelihood of success.
- If this was a **freight shipment** (e.g., Conway)...
Please **file a claim form with the shipping carrier**.
Feel free to reach out to our RMA department with any questions about how to file this claim.
Note: Filling out a Soligent RMA form is only required if a replacement order is needed (see below for details).

Once the claim is filed, please wait to be contacted by the shipping carrier or Soligent’s RMA Department for the damage inspection.

- **Note: For a successful inspection, all original packaging and damaged product must be maintained until the claim has been settled.**

For Overage, Shortage, or Missing Items:

After inspecting the order, immediately write a description of the item count discrepancy on the Delivery Receipt and inform the driver.

- Note: Unshipped items will not appear on the Packing List and will automatically be shipped to the address on the order as soon as product becomes available. *It is not necessary to submit an RMA Claim for these items.*

For any overage, shortage, or missing item issues please file an RMA claim online at www.soligent.net using the “RMA Claim Form” **within 30 days of receipt**.

After reviewing the submitted form, one of our RMA Specialists will reach out to assist with the order issue.

Replacement Orders

While submitting an ‘RMA claim form,’ **please indicate the need for a replacement order**.

- Note: In most cases, we require a signed agreement to pay for the replacement order before sending out replacement product.

Returning Product

After filling out an RMA form, our RMA specialists will reach out assist with the return of any undesired product.

- Note: Certain items are non-returnable, including:
Custom ordered items that are non-stocking items.
Non-stocking items that are drop shipped directly from the manufacturer.
Final sale items that are closeout, discontinued, or obsolete.

Please return your items to the nearest Soligent warehouse. To expedite claims processing, email the tracking number for your return to our RMA department at RMA@soligent.net.

- Please do not return any product without prior written authorization provided by the RMA Department.
- The RMA number provided by our team must be included and visible on the return shipment to receive credit.
- Note: We will only pay for return shipping if the order issue was due to an error on the part of Soligent.

Once we have received and inspected the return, we will credit the customer’s account for the original purchase price minus restocking fees (if applicable).

- If the return is not due to our error, a restocking fee will be charged at the following rates:
 - Domestic returns will incur a flat 15% restock fee.

- International returns will incur a flat 25% restock fee.
- Note: Credit will not be issued for returned product that is not received in resalable condition.

Please do not hesitate to contact your Switch Solar representative with any questions.

Contact	Phone Number	Email
RMA Specialist	(833) 776-5271 (407)704 5546	customerservice@switchsolarusa.com



Terms and Conditions of Sale

All quotations by Seller and orders made by Buyer for products are subject to these Terms and Conditions of Sale set forth herein. These Terms and Conditions of Sale supersede any other terms and conditions in any purchase order and other purported agreements or communications in any form from Buyer. Seller's agreement to any additional or modified or substituted terms and conditions or agreements must be made affirmatively and in writing in a form other than as an acknowledgement of a purchase order to be effective. Seller's acceptance of a purchase order by written acknowledgement or otherwise (even where such form of written acknowledgement purports to create or modify an agreement between Seller and Buyer) and/or Seller's failure to object to any additional or conflicting terms and conditions contained in Buyer's purchase order or other documents created by Buyer shall not be an acceptance of such additional or conflicting terms and conditions nor a waiver or modification of the provisions of this Agreement. Seller only accepts orders from Buyer on the condition that Buyer assents to the terms and conditions contained herein. The failure of Buyer to object hereto in writing shall constitute assent hereto.

Payment terms of sale are Net 30 days unless otherwise specified on Seller's written acknowledgment or invoice and are due at Rohnert Park, California. A service charge of 1½% per month (18% per annum) will be charged on all past due balances. Returned, dishonored or NSF checks will incur an additional \$25 charge.

SELLER DISCLAIMS ALL AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING PRODUCTS SOLD AND DESCRIBED HEREIN. SELLER DOES NOT ADOPT OR AFFIRM ANY OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY ANY OF THE MANUFACTURERS OF ANY OF THE PRODUCTS DESCRIBED HEREIN. SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED DAMAGES FOR LOSS OR PROFITS, REVENUE, SALES OR CUSTOMERS OR FOR LABOR, REMOVAL OR INSTALATION COSTS, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBIITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR ACCEPTED PRODUCTS SHALL NEVER EXCEED THE PURCHASE PRICE OF THE PRODUCTS WHICH ARE THE SUBJECT OF THE CLAIM, WHETHER OR NOT SUCH PRODUCTS HAVE BEEN INSTALLED OR MADE PART OF AN IMPROVEMENT TO REAL OR PERSONAL PROPERTY. SELLER'S LIABILITY FOR PRODUCTS NOT SHIPPED AND/OR DELIVERED SHALL BE LIIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE OF THE PRODUCTS AFFECTED THEREBY AND THE PRICE FOR SAME OR REASONABLY SUITABLE SUBSTITUTE PRODUCTS IN THE OPEN MARKET, PROVIDED THAT WHETHER OR NOT SUCH PRODUCTS ARE AVAILABLE ON THE OPEN MARKET, SELLER'S LIABLILITY WILL NOT EXCEED TEN PERCENT (10%) OF THE CONTRACT PRICE OF THE PRODUCTS AFFECTED THEREBY.

Furthermore, Seller shall not be liable to Buyer for any loss or damage suffered by Buyer, directly or indirectly as a result of Seller's failure to perform, or delay in performing any obligation under this order where such a failure or delay is caused by labor troubles (including, without limitation, strikes, slow downs

and lockouts), civil disturbance, war, acts of terrorism, weather, earthquake, government regulations, inability to obtain or revocation of export or import licenses, interruptions of or delay in transportation, product shortages, power failures, accident, or other cause of like or different character beyond Seller's control.

All sales are final. Special order, custom-built and non-stock items are non-cancelable and non-returnable. This includes all drop shipments from manufacturers. Products normally carried in Seller's inventory which have been shipped as ordered may be returned "unused" within 30 days from the date of purchase for

credit only upon Seller's prior written authorization. All such returned products must be accompanied by a copy of the invoice, a Return Merchandise Authorization (RMA) from Seller for a restocking charge in the amount of 15% of the purchase price to be subtracted from the value of the return. In addition to 'unused', the product must not have been installed or connected to electrical power and must be in original packaging. For any returns involving full kits, only the full kit may be returned, no partial kits will be accepted. Buyer is responsible for proper packing to insure safe return. The Seller maintains the right to hold the Buyer responsible for all freight charges associated with returning products to Seller. All risk and liability for return transport, including loss and/or damage of product, rests wholly on the Buyer. All returns are subject to a final count and inspection by Seller upon arrival. Credit will not be issued for damaged products, used products, items with missing parts, obsolete products, or any product that is in a condition that prevents it being sold as new. All claims for shortage, damage and the like must be made in writing in accordance with and subject to Seller's 'Returns, Damage and Claim Policy.'

Prices are subject to change by Seller without notice. Prices do not include taxes and Buyer shall pay the amount of any applicable sales, use, compensating, intangibles, gross income or like tax, import duties and similar charges levied by any governmental authority in connection with this order and the amount of such taxes will be added to the purchase price, in all cases, unless a valid exemption certificate for Buyer is on file with the Seller prior to shipment of the order.

All quotations and sales are FCA Seller's point of shipment unless expressly stipulated otherwise in writing by Seller, and Buyer shall pay all transportation charges in addition to the price of the products. The risk of loss or destruction of, or damage to the products shall be on Buyer from and after tender of the products to Buyer or carrier, whichever occurs first.

Shipment and/or delivery dates are merely estimates and failure of shipment and/or delivery by the estimated date will not constitute grounds for charge back, setoff, or other damages or claims of damages against Seller. Consistent with industry custom and practice, Seller will deliver the products to the specified address even if there is no one there to accept or sign for the products, unless Buyer instructs Seller otherwise in writing. Buyer agrees to pay all costs of re-shipment or re-delivery.

All orders must be in a writing which includes an order reference and must be received by Seller by mail, courier, facsimile, web or email. Seller reserves the right to refuse any order prior to the issuance of any written acknowledgement, including those based on an error in price or quotation. Modification of any order must be confirmed in writing by Seller. Seller takes exception to and hereby objects to all provisions inconsistent with or in addition to those set forth in these Terms and Conditions of Sale, including all warranty, hold harmless and indemnity provisions, either express or implied, set forth in Buyer's order or other communications that purport to impose liability on Seller.

Seller may provide assistance in the preparation, filing and follow-up of rebate forms for various state, local utility or other governmental agency. In providing such assistance, Seller assumes no responsibility for the completeness or correctness of the rebate form or application or for the action of the public entity. Seller shall have no liability to Buyer or Buyer's customer for success in obtaining a rebate, the accuracy of the estimated rebate amount or the amount of the rebate actually received, even if due to Seller error or negligence.

Product furnished for use in the improvement of real property may be subject to the mechanics lien laws of the jurisdiction in which the product is used.

In the event of any breach or default by Buyer upon the terms and conditions of sale set forth herein; Seller may employ any company, corporation, agency or attorney to collect any and all amounts owing from

Buyer to Seller, including but not limited to purchase price, service charges, delivery charges and taxes; and Buyer shall pay to Seller all costs, expenses and fees, including reasonable attorney's fees, incurred by Seller in the enforcement of any transaction under these terms and conditions of sale. The state and federal courts serving Sonoma County, California shall be the exclusive venue for any action arising from any order or transaction, and Buyer attorns to the personal and subject matter jurisdiction of such courts.

The above Terms and Conditions of Sale supersede all previous Terms and Conditions. Seller may amend or modify the above Terms and Conditions of Sale, its Returns, Damage & Claims Policy, or any other policy from time to time, which amendments and modifications shall be binding on all quotations or written acknowledgement of Seller made after the effective date of such amendment or modification.