



TERMS AND CONDITIONS

These Sales Terms and Conditions shall apply to all orders placed by Buyer for products and services of Truly Green Solutions LLC. or its subsidiaries ("Seller") and accepted by Seller. Seller reserves the right to accept or reject orders in its discretion. These terms shall override any conflicting terms in any Buyer purchase orders, invoices, or similar documents related to the purchase of Seller's products and services. In these terms and conditions, the party purchasing Seller's products or services is referred to as "Buyer".

TERMS OF PAYMENTS:

Payment is due net 15 or 30 days from invoice date, at Seller's discretion based on Buyer's credit history and current economic conditions. All payments must be in U.S. dollars. Acceptance of any order is subject to credit approval by Seller. For buyers granted credit terms, payment in full is due net 15 or 30 days from invoice date. Seller may alter or revoke credit terms at any time without notice. For product orders exceeding Buyer's approved credit limit, a 50% deposit required prior to production or shipment. The remaining balance is due per agreed payment terms. Past due invoice balances will accrue interest at 1.5% per month until paid in full. For accounts past due, Seller may refuse to accept new orders until full payment received. If Buyer pays by credit card, Seller may charge a 3% convenience fee. If all efforts to resolve late payments fail, Buyer will be responsible for reasonable costs of collection including attorneys' fees.

PRICE:

All prices are those in effect at the time of quotation in United States currency and are subject to change without notice. Quotes are valid for 30 days, after which prices may be adjusted by Seller. Any price changes will apply only to future orders placed after the quote expiration date. Unless specifically stated as "firm", prices exclude all taxes, shipping costs, duties, and other fees. Seller reserves the right to invoice at the prices in effect on the shipment date for new orders placed after any pricing changes. Written notice will be provided to Buyer prior to implementation of any price adjustments for future orders. All orders are subject to acceptance at the Seller's office and contingent upon fires, strikes, machinery breakdown, raw materials shortages, or any cause beyond our control. Any taxation levied upon sale, production, or transportation of these goods is borne by Buyer.

DEPOSIT: For custom product orders, Buyer will be required to provide a 50% deposit prior to Seller starting production.

DELIVERY DATE:

Delivery dates provided by Seller are estimates only. Seller is not liable for delays in meeting estimated delivery dates. In the event of material delays caused solely by Seller, remedies will be limited to Seller's choice of credits or discounts on future orders.

CANCELLATIONS:

Stock products may be cancelled within two (2) business days after the order is placed with no cancellation fees or penalties. Cancellations after two (2) business days with written consent of the Seller are subject to a minimum 25% cancellation fee. Seller will try to accommodate requests for cancellations but cannot guarantee stoppage of shipment for stocked product. Cancellation of non-stock, custom made, or modified products is possible only if materials have not been purchased or work has not been performed. If the Seller has incurred any costs due to performed work, they will be charged to the Buyer, which may include a cancellation charge up to the price of the product.

FREIGHT ALLOWANCE:

The Freight Allowance policy stipulates that orders not qualifying for freight allowance will be shipped F.O.B. Origin, while orders over \$4,500 will be eligible for free freight (Continental US), excluding Hawaii and Alaska. The Seller reserves the right to choose the carrier and method of shipment and may also decide on shipment routing, considering the Buyer's preferences whenever possible. The Seller will ship as per the purchaser's selected method, but any additional transportation costs arising from the chosen method will be borne by the purchaser. For shipments outside the 48 contiguous United States, the Buyer should contact the Seller to determine applicable freight, duties, and taxes. Except for shipments to Hawaii and Alaska, which require separate negotiation, all other orders will ship via the terms negotiated. Moreover, the Seller will prepay standard ground shipping to the contiguous 48 states, ensuring a smooth shipping process within this region. The Freight Allowance policy aims to provide clear and fair shipping terms for both the Seller and the Buyer.

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**DROP SHIPMENTS:**

The Seller retains the right to decline direct shipments to destinations that lie outside the regular or assigned selling and service area of the Buyer.

SERVICE AREA LIMITATION:

The Seller retains the right to refuse making quotations, accepting orders, or shipping to destinations beyond the regular or assigned selling and service area of the applicable TGS distributor unless such arrangements have been negotiated and agreed upon prior to placing the order.

TAXES:

Unless otherwise negotiated, the Buyer is responsible for paying and reporting all applicable taxes unless they hold a valid resale license. Sales tax is not applicable to orders shipping outside of California.

TRANSPORTATION CLAIMS:

Goods are inspected for quality before shipping, and the Seller's responsibility for safe delivery ends when the carrier receives the merchandise in good condition. Within 24 hours of receipt, the Buyer must inspect the shipment for damage or shortage and promptly file a claim with the delivering carrier if any issues arise. Claims regarding missing products must be submitted in writing to the Seller within 24 hours of receiving the shipment. Buyers are strongly advised to thoroughly examine each shipment upon arrival, verifying it matches the Invoice and Packing Slip. Any visible damages or missing items must be reported and documented with the delivery driver during the delivery process. Not reporting damages or missing items within 24 hours of delivery will forfeit the Buyer's claim for such products. For claims, contact rma@trulygreensolutions.com

Adherence to these guidelines ensures a smooth claims process and resolution. Must file a claim with photo documentation.

PACKAGING:

Seller reserves the right to optimize packaging at its own discretion. Some products may only be available in bulk package, multiples, or case quantities unless other arrangements have been negotiated.

RETURN or RMA:

With respect to any claims for damaged or defective merchandise, Buyer agrees to fill out the RMA form

provided by Seller and submit by E-Mail or Fax with a copy of the invoice to rma@trulygreensolutions.com. All return and exchange items must have a copy of either Invoice/Packing list or Invoice Number. Order discrepancies must be reported within 48 hours of receipt of shipment. Buyer is strongly advised to thoroughly inspect each shipment upon arrival to verify that the product shipped conforms to the Invoice and Packing Slip. Any requests for returns must be made within 30 days of the PO ship date. Products may not be returned to Seller unless Seller consents in writing (acting in Seller's sole and exclusive discretion) and assigns a return authorization number. Any unauthorized returns or shipping containers which do not bear a return authorization number will be returned to the Buyer at the Buyer's expense. Return shipments must be prepaid, insured, and shipped at the Buyer's expense. Returned merchandise must be in its original sealed cartons. Returned merchandise must be properly packaged and shipped, to prevent damage to returned merchandise. Failure to properly package or secure merchandise for shipment may be cause for the RMA to be refused by Seller. All approved returned merchandise must be in salable condition. Approved RMA's must be returned to Seller within 30 days, or the RMA may be refused by Seller. All returns will be subject to inspection once the product arrives at the Seller's facility, which may take up to 30 days. No special products, non-stocked products, custom-made products, outdated or modified versions of cataloged Seller stocking items may be returned by the Buyer. Except for products considered by Seller to be defective in workmanship or materials, all returns will be subject to a minimum 50% restocking fee, and a deduction made for freight expense of the original shipment. Merchandise accepted for return must be shipped prepaid to the destination specified by Seller. See warranty information for detailed instructions on warranty terms & exclusions.

LIMITED WARRANTY:

Statements of the limited warranties provided by Seller for products, services and service offerings are specific to the product category and are available at <http://trulygreensolutions.com/warranty>

LIMITATION OF LIABILITY:

The total liability of Seller 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 Seller sale, delivery, resale, repair or replacement of any products, service offerings, or the performance of any services, shall in no

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event exceed the purchase price allocable to the specific product or service which gives rise to the claim. Any and all such liability shall terminate upon the expiration of the applicable warranty period.

Seller shall not be liable for damages that result from the delivery of products or the performance of services that do not occur within the purchaser's specified time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of TGS, including without limitation embargoes, shortages of labor, raw materials, fuel, fires, floods, accidents, acts of God, acts of war, or other similar causes.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER

WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE

INTELLECTUAL PROPERTY:

Nothing herein shall be construed to grant the Buyer or any end user of Seller's product any right, title, or interest to intellectual property rights (including, without limitation, any patent, trademark, or copyright) embodied in or associated with the products, services or service offerings. No product shall be duplicated, reverse engineered or decompiled by anyone other than Seller, except and only to the extent of this restriction is prohibited by law. In addition to the restrictions outlined above, any confidential information shared between the parties under this agreement shall remain confidential and be protected from unauthorized use and disclosure.

GOVERNING LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale shall be construed and enforced with accordance to the substantive laws of the State of California, USA, without regard to such state laws related to the choice of law. The Los Angeles County

Superior Court, Chatsworth Judicial District, shall have exclusive authority over any dispute arising out of the transaction entered between Seller and Buyer herein.

SEVERABILITY:

If any provision is invalid or unenforceable, the remaining provisions shall continue in full force and effect. This document constitutes the entire agreement between the parties and supersedes prior agreements or understandings. This agreement may be modified only by written agreement signed by Seller and Buyer.

INTEGRATION:

These Terms and Conditions of Sale, together with any warranty statement by Seller constitute the entire agreement between Seller and Buyer with respect to the matters covered herein. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. No amendments or modifications of these Terms and Conditions of Sale shall be binding unless made in a writing expressly stating it is an amendment and signed by an authorized representative of each party.

FORCE MAJEURE:

Neither party shall be liable for any failure to perform its obligations under these terms and conditions where such failure results from any cause beyond such party's reasonable control, including but not limited to, acts of God, fire, flood, earthquake, pandemic, war, riot, act of terrorism, embargo, strike, shortage of labor or materials, curtailment of or failure to obtain sufficient electrical or other energy, utilities or supplies, or any act or regulation of any government.

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