



On behalf of our organization, thank you for considering SunModo for your racking needs. At SunModo, we are dedicated to supporting the professional installer with robust and worry-free products, great technical support, and a complete line of innovative racking and mounting solutions

This document contains the following important SunModo policies that pertain to your order and engagement with SunModo Corporation. Please read them carefully as they may assist in answering questions that arise in your ordering process.

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## ORDER FULFILLMENT POLICY

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### Confirmation

SunModo will submit to customer Sales Order for customer approval. This confirmation approval must be received prior to order fulfillment. Email confirmations will only be accepted for orders less than \$1,000 or under extenuating circumstances, evaluated on a case-by-case basis. Orders greater than \$1,000 must be approved by signature on Sales Order or Purchase Order provided.

### Minimum Order

Standard stocking products must be ordered in increments of minimum order quantity. Any order that does not meet this requirement will be assessed a \$100 fee.

### Shipping

SunModo will bill separately for shipping. Should customer desire to use their own shipping method with their account number, this information must be provided at the time the order is placed. A customer may request weights and dimensions or a shipping quote but this may delay shipment by an additional 24 hours. Any special delivery instructions must be included at the time of ordering (i.e. lift gate required, weight limit of forklift, residential delivery, etc.). Allow 3-5 days for order fulfillment to be complete. Any order that is drop shipped directly to a customer or is marked as RUSH will incur an expedite fee. SunModo does not guarantee the ability to expedite orders or deliver to residential addresses. Any additional fees or costs associated with special deliveries will be the responsibility of the customer.

### Projects

Allow up to 5 business day lead time for in-stock components for order fulfillment to be complete upon receiving PO and final engineering. Allow up to 6 - 8 week lead time for specialty components for order fulfillment to be complete upon receiving PO and final engineering. Note that fabrication and engineering fees may apply. Some components may require special handling. Custom products will not be returnable.

## RETURNS, DAMAGES, CLAIMS POLICY

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Each order is checked for accuracy, packaged according to industry standards, and shipped using the best carriers available. However, occasionally mistakes do happen. To expedite claims, we encourage customers to use the following guidelines.

### Inspect Delivery Before Signing for Receipt

Before signing for a package or freight shipment, **it is the customer's responsibility to inspect the delivery for visible signs of damage.**

Look for the following:

- Torn or punctured cardboard or stretch wrap
- Broken or crushed corners
- Broken pallet

If damage is found:

1. Immediately write description of damage 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.
2. If the Driver is willing to wait, open the shipment and inspect items. Note any internal damage on Delivery Receipt and inform the Driver.  
**Note:** If the Driver is not willing to wait, please do not accept the shipment.
3. Do not accept the Delivery if clear damage is visible. Doing so may result in denial claim for the shipping damage from the carrier.  
**Note:** SunModo will not be held responsible for denied claims.

### Verify Your Order

1. Compare the items shipped with the Packing List included with your shipment and verify that your order has been received.
2. If there is an overage, shortage, or damage of items not easily recognizable before you take receipt of shipment (see above Step 1), file an RMA claim online at SunModo website using the "RMA Claim Form" within 30 days of receipt. **Please do not wait until you start your job to verify the contents of your order.**

### Report Shipping Damage

1. Immediately after reporting damage to the Driver, file an RMA claim online at [www.sunmodo.com](http://www.sunmodo.com) using the "RMA Claim Form" and contact SunModo at (360) 844-0048 to obtain a RMA number. The RMA number must be visible for the return to be processed as rapidly as possible.  
**Note:** The customer must file an RMA Claim before replacement product can be shipped. SunModo will not pay for Next Day or Second Day special shipping to replace product. Please verify your order immediately upon receipt.
2. Freight Claims must be submitted to SunModo within 48 hours (business days) of receipt. You will be asked to send the following:
  - Pictures of the damaged packaging and product
  - Copy of the Delivery Receipt and Bill of Lading
  - Any additional photos and documentations as requested by the carrier and/or SunModo
3. Once the claim is filed with the carrier, you will be contacted by SunModo for the damage inspection. For a successful inspection, you must keep all original packaging and damaged product until the claim has been settled.
4. We will expedite any order of replacement items for damaged product, however, keep in mind that you will be invoiced for the replacement product, until/unless the claim is approved.  
**Note:** SunModo will not be held responsible for denied claims.

### Returning Product

1. If for whatever reason you are not completely satisfied with the product you have purchased and need to return the product, please file your claim online at [www.sunmodo.com/resources](http://www.sunmodo.com/resources) using the "RMA Claim Form" within 30 days of receipt of product.

2. The item must be in new, resalable condition including all component parts and accessories, and in its original packaging. Products may not be returned in a condition different from that purchased (e.g. as individual components when purchased as kits).

**Note:** Certain items are non-returnable, including:

- ✘ Custom Ordered items that are non-stocking items. If there is a mistake made on the part of SunModo, SunModo will work with the customer to ensure satisfaction.
- ✘ Non-stocking items that are drop shipped.
- ✘ Final sale items that are closeout, discontinued or obsolete.

3. You will be contacted by SunModo with the details of your replacement or return.

**Note:** Return shipping costs are non-refundable, unless the item is being returned as a result of SunModo's error.

4. You will be provided an RMA Number to include on your shipment. **Your RMA Number must be visible to receive credit for your return.**

5. Return your items to the address stated below. To expedite claims processing, email the tracking number for your return to [returns@sunmodo.com](mailto:returns@sunmodo.com). SunModo is not responsible for returned packages that are lost or damaged by the shipping company.

**Note:** Do not return any product without prior written authorization provided by SunModo. **Any product returned to SunModo without written authorization will be returned to customer at customer's expense.**

**SunModo Warehouse**

Attn: Operation Manager

RMA # \_\_\_\_\_

14800 NE 65<sup>th</sup> Street

Vancouver, WA 98682

6. Once we have received your return and the product has been inspected, we will inform you the status of your shipment, and if the product(s) are in original packaging for immediate resell, your account will be credited for the original purchase price minus restocking fees. Order returns will be subject to a handling and restocking fee of 15% of their original price. When exchanging product, a credit will be issued in the original pay method for the returned item, and the new item will be charged on a new Sales Order, plus shipping and handling.

**Note:** Product not returned in new, resalable condition will be returned to customer at customer's expense and credit will not be issued

## WILL CALL POLICY

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In order to provide timely order processing and pick up of product for will-calls at our warehouse locations, please note the following:

1. Will Call orders are subject to the same 48 hour time order processing frame as shipments.
2. SunModo Customer Service will schedule Will-Calls and confirm pick up times with the customer. Will Call orders shall be schedule at least 24 hours in advance.
3. Changes to orders while on site are possible but will cause delays in order processing.
4. Our warehouses are commercial (not retail) facilities. Walk-ins and unscheduled pick-ups will be subject to delays. Rush services are available at additional charge and receiving advance notice prior to arriving at the warehouse is required.
5. Customer must sign off on all product quantities and accuracy of parts ordered. Once signed for, SunModo will not be responsible for discrepancies.
6. Will-call orders not picked up within 72 hours of the scheduled pick-up date will be cancelled and/or may be charged a restocking fee of 15% when returned to stock.
7. Customers must be escorted by a SunModo employee through the warehouse at all times to ensure their safety.
8. Customer are responsible for loading and securing product. Bring any strapping or tie down required to secure the load, as the warehouse does not provide this material. For liability reasons, SunModo staff cannot assist in the securing of their loads.

### Will Call Hours

- Vancouver, WA Warehouse: Monday – Friday, 8:00am – 10:00am (Pre-Arranged Only)  
2:00pm – 4:00pm (Pre-Arranged Only)
- Waterbury, CT Warehouse: Monday – Friday, 8:00am – 10:00am (Pre-Arranged Only)  
2:00pm – 4:00pm (Pre-Arranged Only)

## **TERMS AND CONDITIONS OF SALE**

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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.

Payment terms of sale are paid in advance of fulfillment unless otherwise specified on invoice. A service charge of 1½% per month (18% APR) 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 AND BUYER ACCEPTS THE PRODUCT AS IS. 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 OR 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 TO 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.

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 has been delivered 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 materials 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



be in original packaging and only full kits may be returned; no partial kits will be accepted. Buyer is responsible for proper packing to insure safe return. Buyer is responsible for all freight charges associated with returning products to Seller. Buyer is also responsible for proper packaging and assumes all risk in the return transport; including loss and/or damage. 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 in the event the product is received in a condition that prevents it from being sold as new.

All quotations and sales are FCA 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 delivery of the products to Buyer or carrier, whichever occurs first.

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, slowdowns 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.

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 orders must be submitted in writing and must be received by Seller by mail, courier, facsimile 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. 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.

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.



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 Clark County, Washington 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.

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, and all will call orders shall be subject Seller's Will Call Policy, which are incorporated by reference in these Terms and Conditions of Sale.

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.

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, Will Call Policy and Credit Card 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.