

## SKY SHADES LLC LEGAL TERMS & CONDITIONS OF SALE

**General.** All sales by Sky Shades LLC are subject to Terms & Conditions contained herein. Any amendment to change, waiver, modify, or deletion of, any of Seller's terms shall be ineffective unless such amendment, waiver, modification or deletion is signed by an executive corporate officer of Sky Shades LLC and the Customer(s)

**Use & Maintenance.** Customer(s) agree to maintain the equipment to their best ability to maximize warranty provided by Sky Shades LLC. Appropriate surface care and equipment care should meet Consumer Product Safety standards in accordance with the Consumer Product Safety Commission in both residential and commercial shades. This ensures maximum satisfaction and product durability. Maintenance guidelines will be provided by Sky Shades LLC.

**Remedies & Delinquency charges in event of default.** Customer's failure to pay invoice when due shall constitute an "Event of Default" and all outstanding contract amounts, whether invoiced or not, shall be due and payable upon the occurrence of an Event of Default. Sky Shades LLC shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. In the Event of Default, (i) Customer(s) agrees to assist and cooperate with Sky Shades LLC in filing and enforcing mechanic's liens, and other liens, with respect to installation of the Equipment; (ii) Customer(s) agrees to provide assistance as necessary to repossess the Equipment; and, (iii) Customer(s) waive any rights it may have in the Equipment following an Event of Default. Customer(s) shall pay all reasonable attorney's fees and any other costs of collection incurred by Sky Shades LLC in enforcing its rights under this contract. Customer(s) agrees to pay 2.5% per month interest on any contract amounts due and unpaid.

**Limitation of Warranty & Indemnity.** Sky Shades LLC makes no extensive equipment warranties in any material(s) used in the execution of the shade structure. Warranties extended to the Customer(s) are the standard warranties issued with the new equipment by the material providers of Sky Shades LLC. Sky Shades LLC specifically disclaims any implied warranty of merchantability or fitness for a particular purpose. Sky Shades LLC is not liable for incidental or consequential damages arising out of installation interference of equipment when not carried out by Sky Shades LLC. Sky Shades LLC is not responsible or liable for any foundational or structural damages to the on-site location unless it is hereby approved by Structural Engineer in the state in which the project is carried out.

**Purchase Money Security and Restrictions.** Customer(s) hereby grants, pledges and assigns to Sky Shades LLC, and Sky Shades LLC, hereby reserves, a purchase money security interest in and to the Equipment in order to secure the payment and performance in full of all Customer obligations hereunder. Customer(s) agree that Sky Shades LLC may file one or more financing statements in order to allow Sky Shades LLC to perfect, acquire and maintain a superior security interest in the Equipment. Until all amounts due hereunder are paid in full, Customer(s) shall not (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or, (iii) remove or permit the removal of the Equipment to any location not specified in the Quote. Sky Shades LLC requires Customer(s) to sign an Estimate which is subject to Sky Shades LLC Terms & Conditions to a 50% deposit to start execution of the project, and the remaining balance to be paid upon the day of Installation(s). Refund of 50% deposit is not refundable after 5 business days;

**Cancellation and Returns.** Once the official Estimate is signed by Customer(s) and Sky Shades LLC official representative, a 50% deposit is subject to be made to Sky Shades LLC. The 50% of total price deposit must be made to Sky Shades LLC. Refunds of the 50% deposit are non-refundable after 5 business days in the state in which the project is to be executed. Sky Shades LLC begins execution of the project one to two business days after 50% deposit is made; and material orders and labor implied are costs that are hereby not refundable with Sky Shades LLC. Customer(s) may not cancel any order for products and services once the project has launched without the written consent of Sky Shades LLC by an executive officer of Sky Shades LLC. Any cancellation authorized by Sky Shades LLC in the case of decision by Sky Shades LLC shall be subject to a cancellation charge of at least twenty five percent (25%) of total amount quoted. In the event that Customer(s) cancels any project without written consent from an executive officer of Sky Shades LLC, Sky Shades LLC is therein entitled to recover any and all damages suffered by Sky Shades LLC in effect to the negligence of contract agreement signed by both parties.

**Choice of Law and Jurisdiction.** All agreements between Customer(s) and Sky Shades LLC shall be interpreted, and the parties' obligations shall be governed by laws of the State in which the project is carried out without reference to its choice of law provisions. Customer(s) consents to the personal jurisdiction of state and federal courts located in the State(s) in which the project is being executed.

**Title; Risk of Loss; Insurance.** Sky Shades LLC retains full title to all Equipment until full payment is received by Sky Shades LLC. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, erosion (fire, water, wind and any natural or imposed force) or any other cause, and the occurrence of any such casualty shall not release the Customer(s) from its obligations hereunder. Until all amounts due hereunder are paid in full, Customer(s) shall insure the Equipment against all such losses and casualties.

**Waiver; Invalidity.** No waiver shall be deemed to have taken place unless it is in writing, signed by Sky Shades LLC. Any one waiver shall not constitute a waiver of other defaults of the same kind of default at another time, or a forfeiture, of any rights provided to Sky Shades LLC hereunder. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

**Entire Agreement.** This fully executed Quote as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. All change orders must be in writing and signed by both parties in agreement.

**Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing original documents.

**Legal Action.** Any actions filed by Customer(s) against Sky Shades LLC arising out of or related to this project, whether based on contract, any legal theory of recovery, must be commenced within the applicable statutory period, but in no event more than six months from the date that Sky Shades LLC provided invoice to the Customer(s).

**Seller's Limit of Liability.** As a condition precedent to Sky Shades LLC's obligations to attain liability responsibility claims, the Customer(s) must assist Sky Shades LLC in all respects in its investigation of the basis and legitimacy of any such claims. Customer(s) acknowledges and agrees that the remedies set forth herein are Customer(s) sole and exclusive remedies even if such remedies fail in their essential purpose for any reason whatsoever. In no event shall Sky Shades LLC be liable for any punitive, incidental or consequential damages to Customer(s) or any third party and all such damages are hereby disclaimed. Customer(s) sole and exclusive remedy and Sky Shades LLC's absolute limit of liability in connection with any lawsuit, claim or cause whatsoever directly or indirectly relating to or arising out of this project and transaction, whether based on contract, tort or any other legal theory of recovery, shall in all cases be strictly limited, at Sky Shades LLC's sole option, to either (i) reimbursing Customer(s) for Customer(s) actual direct damages up to the amount of purchase price of the products purchased in such transaction; (ii) replacing any alleged non-conforming product(s) at the original point of delivery.

**Production and Installation.** Once this quote is confirmed and accepted by both parties agreeing to the terms and conditions agreement herein, the quote will be converted into an official order, that is, when the initial pre-production fifty percent deposit is received by Sky Shades LLC from Customer(s) and therefore order moves to Sky Shades LLC's production schedule in the order that it was received to initiate the project and get on the official production list. Once the project is finalized and installed, Customer(s) will be asked for the post-installation fifty percent of the total of this Quote. Any fees arising out of City Hall approvals, specialized board approvals, HOA approvals, Committee approvals, or any fees for any documentation or approvals needed by the Customer(s) needed for Sky Shades LLC to be able to legally install at Customer(s) location, will be an added cost to the original quote signed by both parties; and those fees would need to be made payable to Sky Shades LLC. This quote shall not become a binding contract until signed and delivered by both Customer(s) and Sky Shades LLC. Sales representatives are not authorized to sign this quote on behalf of a corporate officer or supervisor of Sky Shades LLC or the Customer(s), and signed quotes cannot be accepted by a sales representative. Customer(s) is responsible for identifying underground utilities and identifying them to Sky Shades LLC. Sky Shades LLC is not responsible for site damage like surface, grass and any subterranean area damaged which is incidental to installation of the Equipment. This Quote includes installation services, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed slope falls that can cause damage upon the Installation by Sky Shades LLC. In the event of any unexpected subterranean conditions, such as subsurface rock or underground tubing and lines are encountered during Installation, additional costs will be invoiced to the Customer(s). To submit this offer, please sign below and issue a signed copy of the Quote and terms and conditions agreement contract between two parties directly Sky Shades LLC. Upon acceptance, Sky Shades LLC will return a fully signed copy of the Quote to the Customer(s) so that both parties can accordingly file Project documentation.

**Hazardous Activities.** Unless otherwise agreed in text by a corporate officer of Sky Shades LLC, products and projects in general sold hereunder are not intended for use in connection with any hazardous activity, or any other critical application where failure of a single component could cause substantial harm to persons or property. If so used, Sky Shades LLC disclaims all liability for any damage, contamination or other injury and Customer(s) shall indemnify and hold Sky Shades LLC harmless from such liability, whether as a result of breach of contract, warranty, tort including negligence or any other legal theory of recovery.

**Improper Use and Indemnity.** Customer(s) shall indemnify, defend, and hold Sky Shades LLC harmless from any claim, liability, damages, lawsuits, and costs including attorney's fees, whether for personal injury, property damage or other, brought by or incurred by Customer(s), Customer(s)'s employees, or any other person, arising out of improper selection, improper applications or other misuse of products purchased by Customer(s) from Sky Shades LLC after not abiding by the approvals and suggested calculations and executive plan laid out by the structural engineer that signed in relation to Sky Shades LLC and approved the project to be installed in a particular manner that the Customer(s) must abide by.

**Non-Waiver Sky Shades LLC.** Any waiver of any term, provision or other condition by Sky Shades LLC, whether by conduct or otherwise, shall not be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition hereof.

**Setoff.** Sky Shades LLC is authorized to apply any sums now or hereafter owed to Customer(s) or any entity affiliated with Customer(s) toward the payment of any monetary balance due to Sky Shades LLC hereunder.

**Governing Law.** This transaction shall be governed in all respects by the laws of the State of Georgia. The laws of the State of Georgia shall be applicable to all disputes arising under this Sales Agreement and the Terms and Conditions herein. Customer agrees and acknowledges that venue, at the sole election of Sky Shades LLC, shall be either: Hall County, Georgia or the county and state from which the Sky Shades LLC project was instituted. Customer waives the right to trial by jury in any action arising from the vendor/vendee relationship between Sky Shades LLC and Customer(s).

**Attorney's Fees.** In the event that Sky Shades LLC institutes a legal proceeding against Customer(s) to collect any monetary amounts due to Sky Shades LLC hereunder, or if Sky Shades LLC successfully defends any lawsuit instituted by Customer(s), whether based on contract, tort or any other legal theory of recovery, then Sky Shades LLC shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from Customer(s).

**Severability.** If any term or condition, or the application thereof to any person or circumstance, shall be deemed to be invalid or unenforceable, the remainder of these terms shall not be affected thereby, and all such terms, covenants or conditions shall be valid and shall be enforced to the fullest extent permitted by United States law in the particular state hereunder.

**Entire Contract.** These terms and conditions constitute the entire understanding between the parties with respect to the terms governing the subject transaction and supersede all prior negotiations, discussions and preliminary agreements, if any. Except for representations set forth herein, neither party has relied on any promises made by the other or any third party as an inducement to enter into the subject project and transaction.

**Sky Shades LLC Pledge.** These terms, conditions, and extensive contract agreement between Sky Shades LLC and Customer(s) shall be upheld by the legal power in this contract and by the full extent of United States law in the appropriate state jurisdiction if applicable. However, Sky Shades LLC pledges to always best assist you and provide elite customer service to meet your needs, concerns. It is hereunder effective that any project that Sky Shades accepts to execute, has a team of professionals approving this Project proposal and a signature from a Structural and Project Engineer to ensure premium and safe delivery of the project to the Customer(s) hereunder. Sky Shades LLC will only execute legal action against a Customer(s) through power of attorney and State laws and jurisdiction when any Terms and Conditions are violated.