

BRIGHTER CONCEPTS, INC.
D/B/A SOLATUBE HOME
Terms and Conditions of Sale

Customer Agreement:

Brighter Concepts, Inc., d/b/a Solatube Home ("Solatube Home") is an authorized Solatube® retailer. We ask that you take a moment to read and understand the conditions outlined below before beginning with the installation. Your technician should take a few minutes to consult with you on the pricing structure, exact placement, quantity, and sizes of the products desired. Your signature on the invoice indicates that you understand the conditions listed herein and that you are authorizing the Solatube Home installer to begin the work immediately. These Terms and Conditions of Sale apply to any price quotations provided for Solatube® product and installation costs, in addition to retail sales.

Limited Product Warranty:

Register your Solatube® products purchased here: <https://www.solatube.com/product-registration> FAILURE TO COMPLETE THE PRODUCT REGISTRATION WILL NOT DIMINISH YOUR WARRANTY RIGHTS.

Manufacturer's product ownership, care instructions, limited warranty coverages for all Solatube® Tubular Daylighting Devices (TDD), Solar Star Attic Fans, Whole House Fans, Skylights, Bathroom Ventilation and/or add-on components can be reviewed by visiting:

https://solatube.com/wp-content/uploads/2021/02/950910_Solatube-Products-Ownership-and-Care-Warranty_v2.3.pdf

NOTWITHSTANDING THE FOREGOING, IF ANY SOLATUBE® PRODUCT FAILURE IS CAUSED BY IMPROPER INSTALLATION BY ANY PARTY OTHER THAN AN AUTHORIZED SOLATUBE HOME INSTALLER, THIS PRODUCT WARRANTY WILL BE VOID.

Installation Warranty:

Solatube Home hereby warrants that all labor and materials furnished by us will be free from defects of workmanship, to include skylight curb rebuilds, areas of penetration and interactions, for a period of 5 years from the date of installation. For the avoidance of doubt, this Installation Warranty is not applicable if your Solatube® product is installed by anyone other than an authorized Solatube Home installer.

To the greatest extent permitted by applicable law, Solatube Home **will not have any liability for and will not cover** repairs if the cause is related to other contractor re-roofing, having an unqualified person install the product, leaks unrelated to any system installed or its related components, or for reasons that are not the fault of the installer. Additional situations that are not covered by this warranty include the infiltration of insects within the system or above the lens, light bulb changes/replacements, night light battery replacements and fixture cleaning or swaps.

Service Policy:

We understand that situations may arise that do not fall within the terms of the above described warranties. In order to properly serve our customers and provide the best possible service in these situations, Solatube Home offers a separate repair service for matters that are not covered by our warranties. For this service, an initial trip charge/service fee of \$149 will be payable at the service appointment regardless of whether you choose to have the repair(s) completed.

During the service appointment, the installer will inspect the system and/or area of concern and provide a service estimate that will show the estimated charges, to include the trip charge/service fee, additional labor or our hourly service rate of \$149 and replacement products needed to rectify the issue. The customer's signature on the service estimate will serve as authorization for the installer to proceed with the repairs and customer's agreement to pay the amount due for such repairs.

This Service Policy is offered to ensure the best performance and satisfaction from our products. If you have any questions about our service policies, please give us a call at (760) 602-3223.

Conditions:

House calls after installation (other than covered warranty issues) are billed at the rate of \$149 per hour.

Payment is expected in full at the time of installation and may be made in the form of check, Visa, MasterCard, American Express, Discover and GreenSky. Any request for lien waivers or releases upon installation are conditional upon receipt of payment in full by Solatube Home.

In connection with the marketing and promotion of Solatube® products and services, Solatube Home will be entitled to photograph the installed system(s) and building of Client, which Solatube Home may use in its promotional materials and advertising without restriction. Client agrees that Solatube Home will have the exclusive ownership of such photographs, promotional materials and associated intellectual property. Under no circumstances will Solatube Home release Client's address without Client's prior consent.

Product Return Policy:

Unopened, undamaged, standard Solatube® products may be returned within 60 days of the date of purchase, provided that the returned products are in sellable condition and Client has their original invoice or receipt showing the price paid and date purchased. Subject to the requirements of this paragraph, Client will be entitled to a refund of the purchase price paid, less a 10% restocking fee for such returned products.

No returns are permitted on orders for installed Solatube® products, to also include any custom ordered skylights for retail purchase and/or installation as all such sales on custom product orders will be considered final.

Shipping; Installation/Will Call:

For any custom orders of Solatube® products and/or other supplier delivered to Solatube Home by the manufacturer and/or other supplier, and sold by or installed by Solatube Home, Solatube Home will provide a good faith estimate of the anticipated arrival for scheduling of the installation and/or will call pick-up. Time is not of the essence with respect to delivery dates and such dates are estimates only. Client-initiated delays past the acknowledged arrival date may result in Client's order being rescheduled with the current production lead time for the Solatube® products ordered.

Custom product orders are subject to a down payment equal to the lesser of \$1,000 or 10% of the purchase price and is due at the time of acceptance of quotation. Solatube Home reserves the right to close a custom order if the Solatube® and/or other supplier's order is not picked up and/or installed within thirty (30) days of receipt of custom products. Solatube Home will treat such Solatube® and/or other supplier's custom order as abandoned and may resell, or dispose of these items, and the order deposit shall be forfeited by Client.

Tax Credit Resources:

For information about potential tax credits for your purchase please visit: <https://www.solatubehome.com/tax-credits/>.

Technical Resources:

For additional information about Solatube® products and its literature, testing, architectural specifications, CAD drawings, cut sheets and more, please visit: <https://solatube.com/commercial/technical-resources/>.