

## **Affinity Energy Standard Terms and Conditions**

1. Validity: This proposal is valid for 30 days from the above date.
2. Payment Schedule/Terms:  
  
New customers
  - Labor invoiced as completed, payable net 30 days
  - 50% materials deposit upfront and 50% billed upon delivery, net 30 days
  - If training is included in the quote, and isn't completed within 30 days of project completion, additional charges will apply.  
Returning customers
  - Labor invoiced as completed, payable net 30 days
  - 50% materials delivered to Affinity Energy, net 30 days and 50% billed upon delivery to customer, net 30 days
  - If training is included in the quote, and isn't completed within 30 days of project completion, additional charges will apply.
3. Project Initiation: A signed Affinity Energy acknowledgement or customer's purchase order including all relevant terms and conditions, is required prior to project execution. We prefer to receive purchase orders in electronic format emailed to: [sales@affinityenergy.com](mailto:sales@affinityenergy.com).  
  
If you must send a hardcopy, please mail to:  
  
Affinity Energy  
11900 Sam Roper Drive  
Charlotte, NC 28269  
Attn: Sales Department
4. Unpaid Invoices: A finance charge of 1.5% per month on the undisputed unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by the customer will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the customer.
5. Acceptance: Affinity Energy will reserve the right to accept/refuse the customer purchase order if it deviates from the quote or these terms and conditions, or if the customer chooses to order only a part of the products and services quoted above.
6. Liability: Affinity Energy is not responsible for any negligence or misuse of the system, whether deliberate or accidental.
7. Product Warranty: All hardware and software supplied by Affinity Energy will carry the OEM warranty. The warranty will transfer "as-is" to the customer. Affinity Energy will help manage any problems reported with the product for the length of the product warranty or the length of the Affinity Energy service warranty, whichever expires first.
8. Service Warranty: Affinity Energy provides a three (3) year warranty on all services provided as part of this quotation. Upon completion of integration services, Affinity Energy



## Affinity Energy

Reliable Control Solutions

- will require the customer to complete a customer acceptance form. Upon sign-off of the customer acceptance form, the warranty period will commence. Affinity Energy will attempt to resolve warranty issues remotely. In the event Affinity Energy personnel are required on-site, Owner/Customer agrees to issue a T&M Purchase Order at published Affinity Energy rates prior to technician dispatch. The T&M Purchase Order will be charged if:
- 1) No trouble is found by Affinity Energy personnel at site (we strongly encourage Owner/Customer to have a representative meet the Affinity Energy personnel on-site)
  - 2) Affinity Energy personnel are denied entry/access to equipment
  - 3) The cause of the problem was not due to Affinity Energy provided equipment or services, including any accidental or intentional modification made by others.
9. Termination / Cancellation: All requests to terminate or cancel a purchase order must be made in writing. Termination for cause must be given in writing and provide a ten (10) day cure notice. Terminations for convenience must also be made in writing with a thirty (30) day notification. If Affinity Energy accepts such a request, Affinity Energy will immediately cease work on the order and bill the customer for work incurred to date.
10. Request for Change Orders: This quote is firm for the scope, price, quantities, and every other detail outlined in the quote. Each customer request for changes in terms of scope, price, quantities, etc. must be made in writing. Affinity Energy reserves the right to accept or deny any requests. The Customer agrees to all price and schedule changes due to accepting any change order requests. The original payment and other commercial terms will be applied to any change order accepted.
12. Insurance: Affinity Energy maintains comprehensive insurance coverage. A certificate of insurance is available upon request.
13. Confidentiality: Affinity Energy will treat all information provided to Affinity Energy by the customer as confidential. Additionally, all new information created by Affinity Energy for the customer will be treated as confidential.
14. Certifications:
- Affinity Energy is HUB and MBE certified by the State of North Carolina
  - Affinity Energy is SWAM certified by the State of Virginia