

# SolarRoofs.com Dealer Policies

5840 Gibbons Drive, Suite H, Carmichael, CA 95608

Phone: (916) 481-7200 Fax: 481-7203

Web: [www.SolarRoofs.com](http://www.SolarRoofs.com) Email: [info@SolarRoofs.com](mailto:info@SolarRoofs.com)

January 7, 2009

SolarRoofs.com is pleased to offer the following discounts on Skyline 1 – 5 and Collectors:

Level	Discount
1. New Dealer or Contractor with Application:	10% off List (x .9)
2. Established, Active Dealer, with \$10,000 + Month Av. Volume:	20% off List (x .8)
3. Established, Active Dealer, with \$20,000 + Month Av. Volume:	25% off List (x .75)
4. Wholesale, Dealer or Builder, with \$40,000 + Month Av. Volume:	8% off Active Dealer (x .75 x .92)
5. Stocking Distributor, with \$60,000 + Month Av. Volume:	14% off Active Dealer (x .75 x .86)

## SolarRoofs.com Policies:

Discount levels 4 and 5 apply to systems 1 - 5, and collectors manufactured by SolarRoofs.com. Discounts do not apply to individually purchased parts such as pumps, and controls where maximum 25% applies. This is due to low margins required to be competitive and the main components being outsourced. For levels 3 - 5, a 20% maximum discount applies to all non SolarRoofs.com manufactured Tanks, Drainback, Space, Pool, and Spa heating systems and parts due to low margins.

**After initial training, Dealers are expected to study and know the pricing in the SolarRoofs.com catalogue and to make their orders by way of a PO either by Fax or Email. We will call or Email back to confirm the order. Individual parts are on the third and second to last pages of the catalogue.**

**Payment terms: Full payment upon order by check, bank transfer, MC, Visa or A.E. is accepted for levels 1, 2 and 3. Please do not use Awards cards. Level 4 and 5 require prepayment by bank transfer or Check, prior to our starting work on the order. For levels 1, 2 and 3, a 2% Discount is provided for prepayment by bank transfer or Check.**

**- Note: If a dealer wants us to process a customer card, a 10% processing fee will be added to the charge.**

Upon acceptance of Dealer Application by a SolarRoofs.com Officer, the dealer is appointed on a non-exclusive basis for the sale of the Company's Skyline Solar water heating collectors and system. Dealers may use materials off of the SolarRoofs.com Website for, and only for, marketing and sales of SolarRoofs.com products. SolarRoofs.com is very committed to supporting and protecting its active dealers and will supply leads received in areas local to active dealers to protect their efforts.

An active dealer is generally considered a dealer selling an average of 4 or more systems per month per population segment of 1,000,000 people. **Active dealers will receive 50% of the difference between dealer and the retail price, minus any discounts, for any systems sold through the SolarRoofs.com Website in their local area as established with the company.** If a dealer so chooses, he/she can turn a retail customer over to SolarRoofs.com to complete the sale and receive 50% of the difference between the dealer, and invoiced and received retail price after shipping. The Company reserves the right to sell in my general sales area any systems or parts thereof to customers who order over the Internet unless other written agreements are made based on my sales volume and commitment.

If a dealer's company is providing installation services for SolarRoofs.com products, dealer agrees to have excellent installation proficiency. Dealer agrees to obtain necessary licenses, permits and insurance certificates and comply with all county and state codes. If dealer use installers other than myself dealer will ensure that they have adequate installation proficiency. Dealer agrees to help back up the SolarRoofs.com product Warranty as well as my company installation Warranty, which shall be for no less than for 12 months. SolarRoofs.com pays \$50.00 up to \$100.00 for labor for a service call made to correct any SolarRoofs.com defective parts covered under its Warranty.

SolarRoofs.com may provide Policies, Procedures, and Regulations for Dealers as well as modify the Dealer Price List. Such Policies, Procedures, Regulations and Dealer Price List, and all changes thereto, shall upon placement in the dealer confidential section of the Website, will be binding.

Shipping is usually within 10 business days on standard orders but volume orders and seasonal variations may effect delivery times.

***Please order as early as possible! - Prices and Policy subject to change without notice.***

# SolarRoofs.com "Skyline" Solar Water Heaters

**DEALER**

5840 Gibbons Dr. Carmichael, CA 95608

**APPLICATION AND AGREEMENT**

Phone: (916) 481-7200 Fax: (916) 481-7203

Email: richsolar@solarroofs.com Web: www.SolarRoofs.com Dealer # \_\_\_\_\_ (tba)

## 1. APPLICANT INFORMATION

Please write Email Clearly: \_\_\_\_\_

\_\_\_\_\_  
LAST NAME FIRST NAME MI. BUSINESS TELEPHONE NUM.

\_\_\_\_\_  
SOLAR COMPANY NAME YEAR ESTABLISHED FAX NUMBER

\_\_\_\_\_  
FULL MAILING ADDRESS (This will be shipping address .P.O. Boxes cannot be used) CELL PHONE NUMBER

\_\_\_\_\_  
CITY STATE ZIP

2. CONTRACTORS LICENSE # : \_\_\_\_\_ BUS. LICENSE #: \_\_\_\_\_

If a California Dealer, your CA Tax exempt Number: \_\_\_\_\_

3. **SolarRoofs.com is Web based.** I understand that it is advisable to check for updates to dealer pricing and products on a regular basis especially with rising metal prices.

## 4. Understanding:

1. I understand that this Agreement is not binding until receipt and acceptance by SolarRoofs.com at its home office in Carmichael, California. I have read carefully, and agree to abide by all provisions of the Terms and Conditions that are printed on this application.
2. I am an independent contractor responsible for determining my own business activities and time spent and I am not an agent, employee, or legal representative of the Company. I will not represent in any manner that I am an agent, employee, or legal representative of the company. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory or taxing agency.
3. **After initial training, Dealers are expected to study and know the pricing in the SolarRoofs.com catalogue and to make their orders by way of a PO either by Fax or Email. We will call or Email back to confirm the order. Individual parts are on the third and second to last pages of the catalogue.**
4. Upon acceptance by a SolarRoofs.com Officer, I am hereby appointed on a non-exclusive basis for the sale of the Company's Skyline Solar water heating collectors and system. I may use materials off of the SolarRoofs.com Website for, and only for, marketing and sales of SolarRoofs.com products. **SolarRoofs.com is very committed to supporting and protecting its active dealers. It will supply leads received in areas local to active dealers to protect their efforts.** The Company reserves the right to sell in my general sales area any systems or parts thereof to customers who order over the Internet unless other written agreements are made based on my sales volume and commitment.
5. An active dealer is generally considered a dealer selling an average of 4 or more systems per month. **Active dealers will receive 50% of the difference between dealer and retail for any systems sold through the SolarRoofs.com Website in their local area as established with the company.** If a dealer so chooses, he/she can turn a customer over to SolarRoofs.com to complete the sale and receive 50% of the difference between the dealer and invoiced and received retail price.
6. If Dealer company is providing installation services for SolarRoofs.com products, Dealer agrees to have adequate installation proficiency. If dealer uses installers other than myself, dealer will ensure that they have adequate installation proficiency. Dealer agrees to obtain necessary licenses, permits and insurance certificates and comply with all county and state codes. Dealer agrees to help back up the SolarRoofs.com product Warranty and my company installation Warranty which shall be for no less than 12 months. SolarRoofs.com pays \$50.00, or in special cases up to \$100.00, for a service call made to correct any defective parts covered under its Limited Warranty for 5 years.
6. SolarRoofs.com may provide Policies, Procedures, and Regulations for Dealers as well as modify the Dealer Price List. Such Policies, Procedures, Regulations and Dealer Price List, and all changes thereto, shall upon placement in the dealer confidential section of the Website, become a binding part of this Agreement.
7. This Agreement may not be assigned without written consent from the Company.
8. This Agreement is governed under the laws of the state of California. The parties agree that any claim, dispute, or other difference shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at a location determined by the Company with accordance to these Rules.
9. This Agreement, including SolarRoofs.com Policies, Procedures, Regulations and Dealer Price List incorporated herein by reference, constitute the entire agreement between the parties here on, and no other additional promises, guarantees, representations, or agreements of any kind shall be valid unless in writing.
10. SolarRoofs.com Payment terms are payment in full upon order by check, Charge Card (with a USA billing address), or by bank transfer.  
(This Update: 10/08/08)

## 5. SIGNATURES

X \_\_\_\_\_  
Dealer Date SolarRoofs.com