

**A&C Green Energy**  
**1108 Summit Ave., Suite 8**  
**Plano, TX 75074**  
**Tel: (972) 516-0692**  
**Fax: (972) 516-0697**  
**www.acgreenenergy.com**

**DEALER APPLICATION**

Thank you for your interest in A&C Green Energy. Please take the time to complete this application to the best of your ability – the information requested is important to us in evaluating your company’s compatibility with ours, and in ensuring a successful working relationship going forward.

Please complete the dealer application and sign the bottom of our terms and conditions. These documents can be returned to us by fax at the above number or by mail.

**Company Information**

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Website: \_\_\_\_\_  
Primary contact individual: \_\_\_\_\_ Title: \_\_\_\_\_  
Shipping Address (if different from above): \_\_\_\_\_

**General Business Information**

Describe your primary business: \_\_\_\_\_  
\_\_\_\_\_  
Date business established: \_\_\_\_\_ Estimated current annual revenues: \$ \_\_\_\_\_  
Purchases are:  Taxable  Tax Exempt (If you are in CA or NJ please attach resale certificate.)  
Geographical region served: \_\_\_\_\_  
Business structure:  
 Corporation Partnership  LLC  Sole Proprietorship  Other \_\_\_\_\_  
Date of incorporation: \_\_\_\_\_ Which State: \_\_\_\_\_ Corporation is (check one):  Public  Private  
Number of full-time employees: \_\_\_\_\_

**Licensing Information**

Please complete the table below for all licenses held by your company

License Description	License Number	Issuing Authority
<i>Contractor's License</i>		
<i>Business License</i>		

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**General Company Capabilities**

What is the highest-value sale/contract you have completed in the past year? \$ \_\_\_\_\_

Does your company have:

- |                                       |                              |                             |
|---------------------------------------|------------------------------|-----------------------------|
| Professional Engineer on staff?       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| AutoCAD design capabilities?          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other drafting/drawing capabilities?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Regular subcontracting relationships? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Warehouse space available?            | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Access to forklift?                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Number of dedicated sales staff: \_\_\_\_\_

Number of installation staff: \_\_\_\_\_

**Check all that apply to your business:**

**Markets Served:**

- Residential
- Light Commercial
- Heavy Commercial/Industrial
- Agriculture
- Other \_\_\_\_\_

**Services Provided:**

- Product Sales
- Engineering/Design
- Installation ( On Grid  Off Grid)
- Service/Repair
- Manufacturing
- Financing
- General Contracting
- Project Management
- Other \_\_\_\_\_

**Products/Equipment Sold:**

- Wind Equipment
- Solar Thermal Equipment
- Solar Electric Equipment
- HVAC Equipment
- Roofing Products
- Plumbing Products
- Electrical Products
- Other \_\_\_\_\_

**Marketing**

**Which of the following do you use for generating leads?**

- Yellow Pages
- Newspaper
- Direct Mail
- Radio
- Television
- Trade Shows
- Internet
- Referrals
- Other \_\_\_\_\_

Are you interested in receiving leads from A&C?  Yes  No

Are you interested in receiving product update emails from A&C?  Yes  No

**Training (currently not offered)**

Are you interested in receiving notification on any training courses in your area?  Yes  No

Are you interested in receiving further information from A&C?  Yes  No

If so, please indicate what interests you:

- PowerMax+/Talon
- Guy Pole Installation
- Mono-pole/Hydraulic Installation
- Off-Grid Installation
- Grid-Tie Installation
- Inverters and Controllers
- Other: \_\_\_\_\_

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**Renewable Energy Experience**

Number of Wind/PV systems installed: \_\_\_\_\_ Largest system installed (kW): \_\_\_\_\_

What products do you currently work with? Where do you currently purchase these products?

**Wind Turbines:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer

**Inverters:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer

**PV Modules:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer

Indicate training, certifications, or other credentials your company or employees have obtained specifically related to the installation of PV equipment: \_\_\_\_\_

**Plans for Partnering with A&C Green Energy**

What services do you anticipate offering:

<input type="checkbox"/> Sales	<input type="checkbox"/> Installation	<input type="checkbox"/> Project Management
<input type="checkbox"/> Service	<input type="checkbox"/> Financing	<input type="checkbox"/> Other _____

Primary target markets:

<input type="checkbox"/> Residential	<input type="checkbox"/> Light Commercial	<input type="checkbox"/> Heavy Commercial/Industrial
<input type="checkbox"/> Govt./Institutional	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Other _____

What interests you most about working with A&C Green Energy? \_\_\_\_\_

Where did you learn about A&C Green Energy? \_\_\_\_\_

**Signature**

**I APPLY TO BECOME AN AUTHORIZED A&C Green Energy DEALER:**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **TITLE/POSITION:** \_\_\_\_\_

**A&C Green Energy**  
**TERMS AND CONDITIONS OF SALE**

TERMS – Notwithstanding any different or additional terms and conditions that may be embodied in Buyer's order, such order is accepted only on the condition that Buyer assents to the terms and conditions contained herein. The failure of Buyer to object hereto in writing shall constitute assent hereto.

Orders should be paid via certified check or bank wire transfer unless otherwise specified on invoice. A Service Charge of 1 ½% per month (18% APR) will be charged in the event a past due balance should occur. Returned, dishonored or NSF checks will incur a \$30 charge.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE MATERIALS DESCRIBED HEREIN AND BUYER ACCEPTS THE MATERIALS 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 MATERIALS DESCRIBED HEREIN. SELLER SHALL NOT BE LIABLE TO BUYER OR BUYER'S CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, SELLER'S LIABILITY SHALL NEVER EXCEED THE PURCHASE PRICE OF THE GOODS WHICH ARE THE SUBJECT OF THE CLAIM, WHETHER OR NOT SUCH GOODS 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. Materials normally carried in Seller's inventory which have 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 and a restocking charge in the amount of 15% of the purchase price. In addition to 'unused', the material must be in resalable condition or in its original packaging.

All quotations and sales are F.O.B. point of shipment unless expressly stipulated otherwise in writing. The risk of loss or destruction of, or damage to the materials shall be on Buyer from and after delivery of the materials 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, slow downs and lockouts), civil disturbance, war, acts of terrorism, weather, Government regulations, inability to obtain or revocation of export or import licenses, interruptions of or delay in transportation, materials shortages, power failures, accident, or other cause of like or different character beyond Seller's control.

Prices subject to change without notice. Prices do not include tax. Taxes will be added, for all sales within the state of Texas, unless an exemption certificate is on file with the Seller. 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.

All orders must be in writing, which include a purchase order number, and must be received by Seller by mail, courier, facsimile or email. Seller reserves the right to refuse any order 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 hold harmless and indemnity provisions, either express or implied, set forth in Buyer's order that seek to impose liability on Seller.

Seller may provide assistance in the preparation, filing and follow-up of rebate forms for various state, local utility or other governmental agency. In providing such assistance, Seller assumes no responsibility for the completeness or correctness of the rebate form or application or for the action of the public entity. Seller shall have no liability to Buyer or Buyer's customer for success in obtaining a rebate, the accuracy of the estimated rebate amount or the amount of the rebate actually received, even if due to Seller error or negligence.

Delivery or ship dates are not guaranteed and delinquency in delivery will not constitute grounds for charge back, setoff, or other damages or claims of damages against Seller unless specified delivery or ship dates are requested by Buyer and expressly agreed to in writing by Seller.

Consistent with industry custom and practice, Seller will deliver the goods to the specified address even if there is no one there to sign for them, unless Buyer instructs Seller otherwise in writing. Buyer agrees to pay all costs of delivery or re-delivery.

In the event of any breach or default by Buyer on 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 the said terms and conditions of sale. Collin County, Texas shall be the exclusive venue for any litigation.

By executing a sales order acknowledgement or credit application the Buyer represents to the Seller that as of the date of execution the Buyer has not ceased to pay its debts in the ordinary course of business, that it can pay its debts as they become due and that it is solvent within the meaning of applicable Federal Bankruptcy laws.

All claims for shortage or allowances must be made in writing on date of delivery.

Material furnished for use in the improvement of real property may be subject to the mechanics' lien laws of the jurisdiction in which the material is used.

Company Name: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_