

ANDERSON POWER PRODUCTS TERMS AND CONDITIONS OF SALE

- General** – All orders for products (“Products”) sold by Anderson Power Products, Inc. located at 13 Pratts Junction Road, Sterling, MA 01564, USA, (“Seller”) to purchaser (“Buyer”) are governed by and sold exclusively under these Terms and Conditions (which together with the Order Acknowledgment, comprise the “Agreement” between Seller and Buyer). The Agreement constitutes the final expression of all terms and conditions of sale between the Seller and Buyer and is a complete and exclusive statement of those terms and conditions. This Agreement entirely supersedes any and all prior oral or written correspondence, quotation, or agreement. Any additional terms and conditions on any Purchase Order that add to (except respecting price, quantity, product ordered and delivery instruction), conflict with or differ from this Agreement are hereby rejected by Seller, unless expressly agreed to by Seller in a writing signed by Seller (sending an Order Acknowledgement does not constitute acceptance for this purpose). In the event of a conflict or inconsistency between these Terms and Conditions and the terms of any written agreement between the Parties, the written agreement shall control except to the extent that the applicable Order Acknowledgment specifically states otherwise. Anderson Power Products, Inc. reserves the right to modify these Terms and Conditions from time to time.
- Orders and Acceptance** – An order becomes legally binding when the Buyer submits a valid written order (“Purchase Order”) for Products and Seller accepts said Purchase Order by providing Buyer with a written acknowledgement of the Purchase Order (“Order Acknowledgment.”) No Purchase Order placed by the Buyer shall be deemed to be accepted by the Seller unless Seller issues an Order Acknowledgment. All valid Seller quotations must be in writing and are valid for and subject to acceptance by Buyer within 30 days of its issuance, and Buyer may accept such quotation by submitting a Purchase Order in conformance with the quotation. To the extent that Seller does not remit an Order Acknowledgement within 30 days of receipt of a Purchase Order, the Purchaser Order is deemed rejected.
- Pricing** – Pricing is based on point of shipment, unless otherwise specified by Seller. Pricing is subject to change with a thirty (30) day written notice to the Buyer, unless otherwise agreed upon by the parties in writing. Prices of the Products shall be determined according to the prices set out in the written quotation provided to Buyer provided the Purchase Order is placed within 30 days of receipt of the quotation. Pricing on previously booked orders will go into effect at the time of the price change. Prices shown for given quantity break are based on a single shipment of the specific part number unless otherwise agreed. Combining quantities of different part numbers for additional price breaks is not allowed. Any typographical, clerical, or other error or omission in the quotation, price list, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- Payment and Payment Terms** – Credit limits will be established after a credit history review and assessment. If no limit is in place, the payment terms will be Cash In Advance. Buyer shall pay Seller invoices within 30 days from date of shipment. Under no circumstances will the 30 days be construed to begin after the goods arrive at the Buyers location or after the occurrence of any other contingency. Payments shall be made in the same currency as that of the invoice. Payment in any currency other than the currency invoiced requires Seller’s written authorization. Upon failure of Buyer to pay the invoice by the due date, the Seller shall, in addition to any rights or remedies available to Seller by law, be entitled to cancel or suspend future deliveries, charge interest at the prevailing market rate on the outstanding balance, require immediate return of the goods not paid for, and/or submit the account for collection. Buyer shall indemnify Seller any costs incurred to collect any unpaid amount, including reasonable attorney’s fees and disbursements. Buyer shall have no right to deduct or set off against any amounts owed to Seller for any Products purchased under this Agreement; all invoices must be paid in full in accordance with this section.
- Taxes and Tariffs** – Any Tax, Federal or State, which the Seller shall be liable for or required to pay, either on its own behalf or on behalf of the Buyer, with respect to the Products ordered, shall be added to the invoice price.
- Order Cancellation** – Orders accepted by the Seller cannot be altered, rescheduled, or cancelled by the Buyer unless agreed to by the Seller in writing. All orders for Custom Products or made to order parts are non-cancellable. If a cancellation is approved, any item complete at time of receipt of written cancellation notice will be shipped and invoiced at the contacted price. Work on balance of the order will be stopped as promptly as reasonably possible and the Seller shall be reimbursed for all actual expenses, commitments, liabilities, and costs determined in accordance with good accounting practice made or incurred with respect to such uncompleted items. Seller reserves the right to cancel any accepted orders by written notice to Buyer if Buyer files for bankruptcy, becomes insolvent, or upon the appointment of any receiver or trustee to take possession of the property of the Buyer.
- Package Quantity and Minimum Shipments** – Orders, releases, and shipments are subject to the Seller’s standard package sizes. The Seller reserves the right to modify packaging. The Seller reserves the right to consolidate shipments due within a 30-day window and will inform the Buyer accordingly. Minimum order value is \$500.00 USD or equivalent.
- Delivery, Title, and Risk of Loss** – The Seller shall arrange delivery of the Product utilizing the Buyers preferred carrier. Unless specifically stated otherwise in the Seller’s quotation, terms are Free Carrier (FCA) Seller’s location listed in the Order Acknowledgement per Incoterms 2010. Seller will make commercially reasonable efforts to deliver Products as scheduled but assumes no responsibilities for failure to meet the lead time and/or the scheduled delivery date. Delivery dates are approximations and time shall not be of the essence in any contract created by the acceptance of a Purchase Order. In no event shall Seller be liable for any damages or contingent expenses caused by delays in delivery, nor shall the carrier be deemed an agent of the Seller. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. The Buyer assumes all risk of loss and acknowledges that it has adequate insurance to cover all losses of product while in transit by

the Buyer's selected freight forwarder and/or in its possession, although such requirement shall not operate to limit Seller's rights in respect of any payment or amounts owing. In all cases the Seller retains a security interest in the Products until such time as payment is received. In case of any delay in shipment of goods caused by the Buyer, the Seller may at its option: ship to the Buyer in a manner chosen by the Seller, with the Buyer responsible for all shipping and handling charges or place goods in storage and Buyer shall pay all handling, insurance, and storage charges.

9. **Drop Shipments** - At the request of the Buyer, Drop Shipments are subject to a 15% minimum surcharge on total invoice amount plus all freight charges regardless of any previous verbal or written agreements. All drop ship requests must be approved by the Seller in writing.
10. **Export Controls & Compliance** – The Buyer acknowledges that any Deliveries of the Seller may be subject to foreign export control laws, rules and regulations including but not limited the United States Export Administration Regulations (EAR), 15 CFR Parts 730-774 and International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-13018. The Buyer shall fully comply with all applicable domestic and foreign export control laws, rules, and regulations at any given time. As part of this obligation, Buyer shall not resell, transfer, or otherwise dispose of any Deliveries from the Seller to any other country or to any person, either in their original form or after being incorporated into other items, without first obtaining the appropriate authorization by the competent authority.
11. **Limited Warranty**– Seller warrants that the Products to be delivered hereunder will be free of defects in workmanship and materials under normal use. If within one (1) year from date of delivery, Buyer notifies Seller that it finds the Products to be defective, Seller will repair or replace, at its option, the non-conforming Products. Warranty excludes replaceable component parts, normal wear and tear, and defects caused by abuse, misuse, neglect, modifications, unauthorized repair, accidents, improper storage, presence of foreign matter, or causes by events beyond Seller's control. Using products other than as recommended or as instructed constitutes misuse. THIS WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Seller will not be liable or responsible for any costs or expenses associated with the removal and reinstallation of Products. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PRODUCTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.
12. **Product Returns** - Buyer may return Products that are in original packaging to Seller within twelve months of the purchase date with prior authorization. All authorizations for the return of Product must be obtained from the Seller's Customer Service Department in writing and shall not be denied where Buyer is returning defective Products, unless the defect is caused by or resulting from Buyer, or its carriers, abuse, misuse, neglect, modifications, unauthorized repair, accidents, or improper storage. Credits issued as the result of returned Product will be provided to Buyer at the original invoiced price, less any applicable fees. Re-servicing, restocking, transportation, and other charges to Buyer shall be a minimum of 15% of the invoiced price. Products returned must be in resaleable condition and properly packaged to prevent damage. Buyer is responsible for all shipping and handling costs related to the return of Product unless otherwise approved in writing by the Seller. Custom and made to order Products are non-returnable. For the avoidance of doubt, nothing in this Section shall affect the Buyer's right to return defective Products under Section 11 (Warranty) above.
13. **Claims and Adjustments** – No shortage claim or error in shipment will be adjusted unless reported in writing within thirty (30) days of receipt of Products.
14. **Loaner Equipment** – The Seller may, from time to time, supply the Buyer with loan or demonstration equipment ("Equipment"). The ownership of the Equipment shall remain with the Seller but risk in the Equipment shall pass to the Buyer upon delivery. The Seller reserves the right to invoice the Buyer in accordance with the published price for any Equipment which the Buyer fails to return to the Seller within the approved loan return period. Buyer at its own cost and expense shall keep the Equipment in good repair, condition and working order and shall furnish all parts, mechanisms and devices required to keep the Equipment in good mechanical working order. In the event of loss or damage of any kind whatsoever to the Equipment, Buyer shall pay to the Seller the price of the repair or Equipment in effect at the time of the original shipment to Buyer. Additional terms are included in the Seller's Equipment Loan Agreement.
15. **Application of Product** –Buyer shall be solely responsible to determine the suitability of the purchased Product for the Buyer's application and to receive proper agency certification for its application. SELLER EXPRESSLY DISCLAIMS ANY LIABILITY OR OBLIGATIONS RELATING TO BUYER'S RESPONSIBILITIES IN THIS SECTION.
16. **Force Majeure** - In no event shall Seller be held liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control ("Force Majeure Event"), including without limitation, acts of God, strikes, lock-outs, acts of war, terrorism, sabotage, riot, civil unrest, terrorist act, malicious damage, accidents, , elementary events (e.g., fire, flood, storms, natural disasters), earthquakes, industrial/labor disputes or conflicts, newly enacted laws or regulations, delay caused by actions or omissions on the part of a government/authorities, epidemics, pandemics, and quarantines as well any consequential governmental restrictions (e.g. restrictions of trade, any curfews or similar) and/or any shortfall of any public infrastructure (e.g.

transportation, energy and IT supply). In such event, Seller shall provide prompt written notice stating the date and extent of such interference and the cause thereof. The time for the performance of such obligations shall be suspended until such interference and inability to perform has been removed.

17. **Intellectual Property and Intellectual Property Rights** - The Parties agree that each Party shall remain the exclusive owner of their respective existing intellectual property and any information related thereto. Further, Seller shall own all right, title and interest, in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, and trade secrets conceived, discovered, authored, invented, developed, and reduced to practice by Seller, arising out of, or in connection with the manufacturing of any products that are manufactured with specifications as requested by Buyer ("Custom Products"), unless otherwise agreed in a separate agreement between the Parties. Except as otherwise allowed by law, Buyer shall not use any corporate name or trademarks belonging to or licensed to the Seller or its affiliates other than as instructed by the Seller in writing. No license or conveyance of intellectual property rights is granted or implied by either Party under this Agreement.
18. **Anti-Bribery**. The parties agree not to directly or indirectly, make, offer, promise, approve or authorize any payment or transfer of anything of value directly or indirectly to a governmental official or an employee of the other party, or to any other individual or entity including without limitation, employees of privately-owned or public companies, a political party or any political candidate with the purpose of improperly influencing decisions affecting either party's business, or any of its affiliates, or any activities related to this Agreement. A party may terminate any Purchase Orders effective immediately if it makes a good faith determination that the other party has breached this provision.
19. **Personal Data Protection** - Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information, and is afforded all of the protections set forth in these Terms and Conditions. In addition to and without limiting the terms generally applicable to Confidential Information, the parties agree that each shall process, apply, view, and use Personal Data only to the extent necessary to perform their respective obligations. Neither party shall transfer, disclose, or otherwise use or allow the use of Personal Data of the other party unless expressly instructed or authorized by the other party. Both parties shall comply with applicable laws and best practices relating to data privacy and data security.
20. **Confidentiality** - Each party ("Recipient") understands that the other Party ("Discloser") may, during the term of this Agreement and in connection with this Agreement, disclose certain confidential or proprietary information relating to the Discloser's business that is not generally known to the public whether in tangible or intangible form, in whatever medium provided, whenever and however disclosed, including, but not limited to: (i) any product pricing or costs, marketing strategies, plans, financial information, or projections, operations, product information, employee information, sales estimates, business plans and/or performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) the portion of all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for you that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing ("Confidential Information"). The Recipient agrees (i) to take reasonable precautions to protect such Confidential Information and any Trade Secrets; and (ii) not to use or disclose to any third party any such Confidential Information or Trade Secrets except as allowed herein and to those employees who need to know for the purpose of fulfilling its contractual obligations, and who are bound to confidentiality terms with Recipient containing protections no less stringent than those herein. The Discloser agrees that the foregoing will not apply with respect to Confidential Information that (a) is or becomes generally available to the public; (b) was rightfully in Recipient's possession or known by Recipient prior to receipt from the Discloser; (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information or Trade Secret of the Disclosure.
21. **Governing Law** – This Agreement and the performance of the parties hereunder shall be governed by and constructed in accordance with the law of the Commonwealth of Massachusetts, USA.
22. **Limitation of Liability** – To the extent permitted by law, in no event shall the Seller be liable for loss of use or any indirect, incidental, special, or consequential damages arising out of the sale or use of products nor any default under this agreement. In no event shall the Seller's liability to the Buyer regarding any product sold exceed the price paid for such product.
23. **Miscellaneous**. Each right or remedy of the Seller is without prejudice to any other right or remedy of the Seller. If any provision of these Terms and Conditions are found by any court of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of a Contract or these Conditions and the remainder of such provision shall continue in full force and effect. Failure or delay by the Seller in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights.