

Rincon Power, LLC
STANDARD TERMS AND CONDITIONS OF SALE

OFFER. The Terms and Conditions of Sale set forth herein apply to all quotes, sales orders, products, services and deliveries effected by Rincon Power, LLC (the “Company”). Any additional or different terms proposed by the customer (the “Customer”) are specifically rejected, unless otherwise expressly agreed to in writing and signed by an authorized representative of the Company.

PRICING. Pricing is subject to change without notice. All prices are valid for thirty (30) days from the date of quote, unless otherwise stated in a written offer. The Company reserves the right to impose Minimum Order Quantities (MOQs) on all orders. Quoted prices do not include federal, state or local excise, sales, use or similar taxes. Accordingly, in addition to the prices specified on the written quotation, the amount of any applicable excise, sales, use and/or similar taxes will appear as separate items on the invoice and will be paid by the Customer unless prior to shipment Seller receives an appropriate tax exemption certificate from the Company.

PAYMENT. Orders from new customers shall be paid in advance. Customers requesting NET payment terms must submit a credit application. Upon approved credit, payment terms of NET thirty (30) days from ship date may be granted on subsequent orders. Customers will pay all invoices within thirty (30) days of the applicable invoice date by check, ACH or international wire transfer. Customers who elect to pay by credit card will have an additional 2.9% transaction fee added to the invoice as a separate line item, for all payments over \$1,200. Terms of payment are within the Company’s sole discretion. You represent and warrant that (i) the credit card or banking information Customer supplies to the Company is true, correct, and complete, (ii) Customer is duly authorized to use such credit card or banking information for the purchase, (iii) charges incurred by Customer shall be honored by Customer’s credit card company or bank, and (iv) Customer shall pay charges incurred by Customer at the posted prices, including all applicable taxes, if any. Invoices not paid within thirty (30) days of the invoice date will have 1.5% per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. The Company reserves the right to revoke NET payment terms at any time with written notice.

SHIPMENT TERMS. All Sales are Ex Works (EXW) Incoterms Carpinteria, CA unless stated otherwise in writing and agreed upon by both parties. Per the EXW term, the Customer is responsible for all shipping expenses as well as all applicable import taxes, duties, tariffs, VAT or similar taxes. The Company is not responsible for shipping errors or delays caused by the carrier.

DELIVERY. The Company will work to their best of ability to meet the Customer’s requested delivery schedule. The Company reserves the right to make partial shipments unless explicitly stated by the Customer.

CHANGE REQUESTS. The Company will consider changes to the delivery schedule as set forth herein. Change requests must be submitted to the Company in writing within twenty-four (24) hours after placing the order or, if placed in advance, at least thirty (30) days prior to the originally specified shipment date. Any changes to the delivery schedule must be agreed to in writing by the Company and confirmed with a revised Sales Order. Each request will be individually reviewed prior to acceptance. Requests to delay shipment more than ninety (90) days from the originally scheduled ship date are not permissible and will not be considered by the Company. If costs or commitments have been incurred due to start of production, the Company will either reject the change request or, at the Company’s sole discretion, may consider a request for delay of a shorter period of time. The Company reserves the right to ship and invoice orders on the last agreed upon shipment date without notice to the Customer.

CANCELLATION. Customer may request an order cancellation with written notice to the Company’s Customer Service department, and if approved, the order will be cancelled upon prepayment of all cancellation charges if applicable. Cancellation charges shall include, but are not limited to, all costs, both direct and indirect, incurred and/or committed. All custom products are non-cancelable and non-returnable (NCNR).

RETURNS. All returns must be authorized by the Company and include a Return Material Authorization (RMA) number issued by the Company’s Customer Service department. Issuance of an RMA number does not acknowledge goods as defective or under warranty by the seller. Unauthorized returns will be refused. Authorized returns must be shipped freight prepaid and are

subject to inspection and/or testing prior to disposition. Returns must be shipped in original packaging. Standard products that are returned within thirty (30) days of ship date and are unused and unopened, may be returned for credit less a 10% restocking fee. Custom products, built to Customer's specifications, cannot be returned for credit or exchanged under any circumstances.

WARRANTY. The Company warrants that its products furnished hereunder will meet its datasheet specifications and be free from defects in material or workmanship. All third-party products are warranted by their manufacturer and are handled as a passthrough warranty by the Company. OTHER THAN SUCH LIMITED WARRANTY, PRODUCTS ARE PROVIDED HEREUNDER ON AN "AS IS" BASIS AND THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, HIDDEN DEFECTS, DURABILITY, SUITABILITY OR PRODUCT'S FITNESS FOR ANY PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, NON-INFRINGEMENT OR OTHERWISE, AND THE COMPANY HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER CUSTOMER HEREBY ACKNOWLEDGES). THE COMPANY'S SOLE OBLIGATION UNDER THESE WARRANTIES IS LIMITED TO REFUNDING, REPAIRING OR REPLACING, AT THE COMPANY'S OPTION, THE GOODS AT ISSUE. The warranty obligation of the Company shall not extend to providing warranty service beyond normal business hours, Monday through Friday (excluding Company holidays). No claim will be allowed for any defect unless the Company has received notice of the defect and the allegedly defective product within twelve (12) months of the date of manufacture and within thirty (30) days following its discovery by Customer.

NO CONSEQUENTIAL DAMAGES. LIMITS OF LIABILITY. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANTICIPATED OR LOST PROFITS, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOSS OF TIME, LOSS OF USE, OR OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED BY THE COMPANY. IN NO EVENT WILL THE COMPANY'S LIABILITY IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED BY THE COMPANY EXCEED THE AMOUNT TO REFUND, REPAIR OR REPLACE, AT THE COMPANY'S OPTION, THE GOODS AT ISSUE.

FORCE MAJEURE. The Company shall not be liable for failure to perform due to strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor or transportation, fires, storms, floods, earthquakes, explosions, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, orders given priority by any public authority or any other cause beyond the reasonable control of the Company.

GOVERNING LAW. Sales of products and services shall be governed by and construed in accordance with the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

ENTIRE AGREEMENT. This Sales Order and any other documents specifically referred to herein constitute the entire agreement between the parties.

ASSIGNMENT. Customer will not assign any of your rights or delegate any of your obligations under these Terms and Conditions of Sale without the Company's prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Customer of any of Customer's obligations under these Terms and Conditions of Sale.