

Rincon Power, LLC
STANDARD TERMS AND CONDITIONS OF PURCHASE

OFFER. This Purchase Order is neither an expression of acceptance of any offer made to Rincon Power, LLC (the "Company") by the supplier (the "Supplier") nor a confirmation of any contract between the Company and Supplier. This Purchase Order is an offer to Supplier to contract on the terms set forth herein, and such offer expressly limits acceptance by Supplier to the terms set forth herein. Any additional or different terms proposed by Supplier are specifically rejected, unless otherwise expressly agreed to in writing signed by an authorized representative of the Company.

ACCEPTANCE. Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by the Supplier. The terms of this Purchase Order may not be modified, superseded, or amended except in writing signed by an authorized representative of the Company. Each shipment received by the Company shall only be upon the terms of this Purchase Order, notwithstanding any terms contained in any quotation, acknowledgment, invoice, or other form of Supplier, or the Company's acceptance of, or payment for, any shipment or any other act.

PRICING. Irrespective of any prices quoted by Supplier, an order is accepted only at the prices shown on the Company's written Purchase Order. Supplier warrants that prices quoted are complete and there are no additional charges of any type including, but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing or crating charges. No additional charges of any type will be added to an Order without the Company's specific written authorization. Quoted prices shall include federal, state or local excise, sales, use or similar taxes as a separate line item. If applicable, the Company will provide a tax exemption certificate. Accordingly, Supplier shall exclude such taxes from the invoice. If the purchase is not exempt from taxes, 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 Company. The Supplier shall notify the Company in writing ninety (90) days prior to any change in pricing for future orders.

PAYMENT. Upon approved credit, Supplier shall provide payment terms of NET 60 from the shipment date, unless otherwise agreed to in writing and specified on the Purchase Order. the Company will supply credit information and references with the initial purchase order. the Company will pay all invoices within sixty (60) days of the shipment date by check, ACH or international wire transfer. Supplier shall notify the Company in writing sixty (60) days in advance of any change in banking information. The Supplier shall cooperate and allow the Company to dually verify banking information supplied by the Supplier prior to submitting any electronic payment.

SHIPMENT. All Sales are Ex Works (EXW) Incoterms Origin unless stated otherwise stated on the Purchase Order. Under the EXW term, the Company is responsible for all shipping expenses as well as all applicable import taxes, duties, tariffs, VAT or similar taxes. Supplier shall work with carrier of the Company's choosing to arrange pick-up and provide required documents. Supplier agrees to pay all transportation charges incurred because of deviation from the company's shipping instructions. Supplier is not responsible for shipping errors or delays caused by the carrier. All Goods shall be suitably packed, marked and shipped in accordance with shipping instructions provided by the Company, Supplier's best practices to minimize damage, and the requirements of common carriers in a manner to protect the Goods and secure the lowest transportation cost. Supplier is responsible for any damages that occur due to inadequate packaging and protection of the products.

DELIVERY. Supplier will work to their best of ability to meet the Company's requested delivery schedule. Supplier shall not make partial shipments unless explicitly approved by the Company. The specified quantity, type and price of Goods and/or Services ordered must be delivered or performed in full and must not be changed without the Company's prior written consent. Goods in excess of or different from those specified in the Purchase Order will not be accepted, and any such excess or different Goods will be held at the Supplier's risk. The Company may, and at Supplier's direction shall, return such excess or different Goods at Supplier's risk, and all transportation charges, both to and from the original destination, shall be paid by Supplier.

ORDER CHANGE REQUESTS. Supplier shall work to their best ability to accommodate changes to the delivery schedule. Change requests must be submitted to the Supplier in writing at least one (1) week prior to the originally specified shipment date. Any changes to the delivery schedule must be agreed to in writing by the Supplier and confirmed with a revised Sales Order.

PRODUCT CHANGE REQUESTS. Supplier shall submit a Product Change Request to the Company for any changes to the product sixty (60) days prior to implementation. Any change that could affect the end user requires notification including, but not limited to, changes that affect function, performance, design, material, certification status, the manufacturing process, supplier selection, and similar changes. The Company reserves the right to reject the Product Change Request and cancel any open Purchase Orders that will be affected at no cost.

RECORDS. Supplier shall provide a certificate of conformance, material certificates, test data and other similar quality documentation as specified by the Company with each shipment. Supplier shall also retain these records for a period of not less than three (3) years. If the Supplier discovers a non-conformity, then the Supplier should report the non-conformity to Rincon Power prior to shipment. Non-conforming product should only be shipped with explicit instructions to do so from the Company.

INSPECTION AND ACCEPTANCE. All Goods and/or Services shall be received subject to the Company's right of inspection and rejection. Defective Goods or Goods not in accordance with Rincon Power's or other applicable specifications will be held for Supplier's instruction at Supplier's risk, and, if Supplier so directs, will be returned at Supplier's expense and all transportation charges, both to and from the original destination, shall be paid by Supplier. The Company may, in its sole discretion, modify nonconforming Goods to comply with the terms of the Order. Costs of such modifications will be paid by Supplier. If any inspection discloses that part of the Goods received and/or Services performed are not in accordance with this Agreement, including the Company's specifications, in addition to other rights the Company shall have the right to cancel any unshipped or unperformed portion of the Order. Payment for Goods and/or Services hereunder prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the Company may have against the Supplier.

REVOCATION: Notwithstanding any other provision in this Agreement, a Purchase Order is not a firm offer and the Company reserves the right to revoke it at any time prior to acceptance by Supplier, with no cost to the Company.

CANCELLATION. The Company may, at any time, cancel this Purchase Order, in whole or in part, by written notice to Supplier and purchase elsewhere for the following reasons:

- (a) Supplier delays in shipment or performance that is not approved in writing by the Company,
- (b) the Supplier breaches any provision hereof, or
- (c) for the Company's convenience.

the Company may terminate an Order for reasons (a) or (b), at any time and without cost or expense to the Company. If cancelled for the Company's convenience, any claim of Supplier shall be settled based on and limited to the reasonable cost incurred by Supplier prior to the Company's notice. Supplier shall supply a detailed description of costs claimed within seven (7) days of notice of cancellation. the Company shall reimburse Supplier for agreed upon incurred costs within thirty (30) days of receiving invoice for such costs.

RETURNS. the Company reserves the right to return unused standard or re-branded standard products, not designed and controlled by the Company, for full refund up to ninety (90) days from the ship date. Supplier shall issue a Return Material Authorization (RMA) number within three (3) business days of each return request. Non-warranty related returns will be shipped at the Company's expense through carrier of their choice in the original packaging. If original packaging is not available, the Company is responsible for providing adequate substitute packaging. Parts designed and controlled by the Company cannot be returned for refund, credit or exchange unless there is a warranty related issue.

WARRANTY. The Supplier expressly warrants that all goods furnished hereunder shall conform to all specifications, drawings, samples, datasheets or other descriptions furnished to or adopted by the Company and will be new and will be free from defects in material or workmanship for a period of eighteen (18) months from the date of shipment. If Goods are commercially available, (i.e., not manufactured to the Company's specifications), Supplier further warrants that they will be merchantable and fit and sufficient for the purpose intended. Supplier warrants that all Goods furnished hereunder are free and clear of all liens and encumbrances, and that the Supplier has marketable title to such Goods. All Services provided by Supplier will be performed by qualified and competent personnel in a professional manner using the highest standards of quality and workmanship. If Supplier encounters unknown or latent conditions which could impair the performance or quality of Services, Supplier will give immediate notice of the nature of such condition to the Company. Supplier will obtain from subcontractors and vendors all available warranties and

guarantees with respect to design, materials, workmanship, equipment and supplies furnished for the benefit of the Company. Should a subcontractor or vendor seek to defend on grounds that Supplier committed error, the Company may enforce this warranty against Supplier, and Supplier will resolve all such issues with the subcontractor/vendor. These warranties shall survive delivery of the Goods and/or performance of the Services hereunder and inspection, acceptance and payment, therefore. The Supplier shall refund, repair or replace goods at issue at Rincon Power LLC's option. Freight charges under this warranty policy are the Supplier's responsibility. The Company shall submit notice of the defect and the allegedly defective product within twelve (12) months of ship date and within forty-five (45) days following its discovery by the Company. Supplier shall provide an 8D report, documenting the corrective actions after any warranty issue.

CONSEQUENTIAL DAMAGES. Supplier shall be liable for reasonable costs incurred by the Company or any third party in connection with the products or services provided by Supplier for consequential damages, for anticipated or lost profits, incidental, indirect, special or punitive damages, loss of time, loss of use, or other losses.

TOOLING. To the extent Supplier utilizes specialized molds, fixtures, tooling and equipment ("Tooling") to produce parts for the Company, the following terms shall apply:

Ownership. Tooling located at Supplier's facilities is referred to as "Rincon Power Tooling." Tooling located at sub-suppliers' facilities which is used exclusively to produce parts for the Company is referred to as "Offsite Tooling". Supplier acknowledges and agrees that the Company has purchased from third parties, or Supplier has purchased from third parties with funds provided by the Company, Rincon Power Tooling and Offsite Tooling. To the extent Supplier has utilized funds received from the Company to purchase from third parties Rincon Power Tooling or Offsite Tooling, Supplier hereby, in consideration of the receipt of such funds from the Company, assigns all right, title, and interest in and to such Rincon Power Tooling and Offsite Tooling to the Company. Supplier acknowledges and agrees that all Rincon Power Tooling and Offsite Tooling is owned by the Company, free and clear of all liens and encumbrances, security interests and claims of Supplier and Suppliers creditors. Supplier hereby releases any interest it may have or claim to have in Rincon Power Tooling and Offsite Tooling. Supplier agrees that the Company shall have the right to enter into Supplier's and sub-suppliers' facilities and immediately take possession of Tooling at any time.

Storage and Replacement. Supplier shall store Rincon Power Tooling and shall cause all sub-suppliers to store all Offsite Tooling in a safe manner to prevent damage, misplacement, loss, or theft. In the event of damage, misplacement, loss, or theft, Supplier agrees (i) to pay for or replace the Tooling at its own expense and (ii) that neither the Company nor the Company's insurance carriers are responsible or liable for the cost of replacement. All replacement Tooling must be qualified and approved by the Company.

Identification. Supplier shall take consistent and reasonable measures to label and cause all sub-suppliers to label all Tooling conspicuously indicating Rincon Power LLC's ownership. Supplier shall maintain and keep up to date an ongoing inventory list of all of Rincon Power's Tooling in Supplier's or its sub-suppliers' possession or under its or their control. Supplier shall provide a copy of the same to the Company on request.

Exclusive Use; Disposal. Supplier agrees that it will not use Rincon Power Tooling or allow its sub-suppliers to use Offsite Tooling for any purpose other than to produce parts for the Company. Supplier shall notify the Company in writing to request permission to dispose of or scrap any Tooling owned by the Company, and Supplier will not, and will not allow its sub-suppliers to, dispose of or scrap any Tooling until authorized to do so in writing by the Company.

CONFIDENTIALITY: All of the Company's specifications, drawings, sketches, schematics, models, samples, tools, computer or other apparatus, programs, technical or business information or data, customer lists, pricing information, and all other confidential or proprietary information of the Company, whether written, oral or otherwise (all hereinafter designated the Rincon Power's Information) obtained by Supplier hereunder or in contemplation hereof shall remain the Company's sole property. All copies of Rincon Power's Information in written, graphic, or other tangible form shall be returned to the Company upon request. Unless Rincon Power's Information was previously known to Supplier free of any obligation to keep it confidential or has been or is subsequently made public by the Company or, lawfully by a third party under no confidentiality obligations to the Company, it shall be kept confidential by Supplier, shall be used only in performing under this Agreement for the benefit of the Company, and may not be used for other purposes except upon such terms as may be agreed upon between the Company and Supplier in writing. No

licenses under any patents, copyrights, trademarks, trade secrets or any other intellectual property, expressed or implied, are granted by the Company to Supplier hereunder.

CODE OF CONDUCT. By entering any transaction with the Company, or by providing any goods or services to the Company, Supplier acknowledges and agrees that it will comply with the CODE OF CONDUCT.

Fair and Safe Working Environment. Supplier shall abide by all applicable labor, employment, and occupational safety and health laws. Supplier shall maintain safe, sanitary, and healthy environments for all of its employees and visitors at its facilities and job sites. Supplier shall not utilize slavery, forced labor, bonded, indentured, or prison labor, human trafficking, or child labor. Supplier will honor its employee's freedom of association in accordance with local laws. Supplier shall not discriminate against its employees based upon gender, race, color, religion, age, citizenship, sexual orientation, gender identity, gender expression, marital status, pregnancy, national origin, ancestry, physical or mental disability or condition, or any other protected class or characteristic under applicable federal, state, or local laws. Supplier shall also prohibit unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics or is associated with a person who has or is perceived as having any of these characteristics. Supplier shall promptly investigate and take the appropriate actions to resolve any incident of discrimination, violence, intimidation, harassment, abuse, bullying, and other similar conduct, including implementing reasonable measures to prevent further violations. Furthermore, Supplier shall ensure that there is no retaliation against an individual who (1) exercises any legal right, or (2) in good-faith reports or cooperates with an investigation of a suspected violation of the Supplier Code or any law. Supplier will comply with data privacy, information security, and personal information laws and regulatory requirements whenever information is collected, used, stored, processed, transmitted, shared, or disposed of.

Honest and Ethical Business Practices. Supplier shall comply with all anti-bribery, anti-corruption, and anti-money laundering laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act, U.S. Anti-Money Laundering Act, and the U.K. Bribery Act. Supplier shall maintain the necessary internal controls, security measures, and technological safeguards to detect and prevent bribery, corruption, money laundering, embezzlement, extortion, fraud, espionage, data breaches and any other types of cyber-crimes. Supplier shall conduct reasonable due diligence regarding any third party which it conducts business with to verify its identity and legitimacy. Supplier shall not engage in any business in/with countries, territories, entities, and individuals that are sanctioned or embargoed by the U.S. government. Supplier will comply with all applicable restrictions and licensing requirements on the export, re-export, or other transfer of goods, services, information, and technology. Supplier shall not directly or indirectly offer, promise, solicit, or accept bribes, kickbacks, or any other form of illegal inducement when dealing with any party—including but not limited to Supplier's customers, vendors, and competitors, any government official or political group, or any agent or representative of the aforementioned parties. This prohibition applies with equal force to payments sent to or through affiliates, business contacts, resellers, consultants, lobbyists, family members, or other intermediaries wherever they may be in the world. Supplier shall keep accurate books and records regarding its business activities. In addition, Supplier shall comply with all antitrust, competition, and trade laws. Supplier shall not engage in any illegal price fixing, bid rigging, boycotts, or allocation of customers, markets or territories.

The Supplier shall immediately disclose in writing to THE COMPANY any circumstance or relationship with another party that could create an actual or apparent conflict of interest—i.e. something that interferes with or prevents Supplier from diligently and successfully performing all of its duties and obligations owed to THE COMPANY. Supplier's full disclosure of the facts and circumstances will allow THE COMPANY to make an informed decision about whether it may provide a written waiver of the conflict with the appropriate safeguards in place to allow the continuation of the business with Supplier.

Environmental Protection, Sustainability, and Responsible Sourcing. Supplier will comply with all applicable laws and regulations regarding or related to environmental protection, including but not limited to laws pertaining to toxic or hazardous substances. Supplier will obtain and keep current all required environmental permits, approvals, and registrations, and follow all administrative and reporting requirements. Upon THE COMPANY' request, Supplier will provide documents and information demonstrating Supplier's (and its sub-supplier's) compliance with this section. Furthermore, Supplier will pro-actively seek to minimize any negative environmental impacts of its business, including but not limited to eliminating or minimizing the use of toxic and hazardous substances, reducing pollution and waste generation, increasing the use of clean, renewable sources of energy, and reusing or recycling goods and materials in an environmentally friendly manner.

Supplier shall comply with all U.S. conflict minerals laws, including but not limited to Section 1502 of the Dodd-Frank Wall Street Consumer Protection Act. Supplier will conduct due diligence in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and collect Reasonable Country of Origin data. Supplier will take reasonable steps to avoid directly or indirectly financing armed conflict, violations of human rights, or environmental damage. Supplier will communicate and flow-down these requirements to its suppliers and sub-suppliers to ensure that the entire supply chain is compliant.

GOVERNING LAW. This Purchase Order 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 Purchase Order and any other documents specifically referred to herein constitute the entire agreement between the parties.