

TERMS AND CONDITIONS OF SALE

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

1. **Applicability.** These terms and conditions ("**Terms**") govern the sale of any and all products, parts and components ("**Product**" or "**Products**") and the provision of any services ("**Services**") by Charge Me Inc., a Delaware corporation, and any of its divisions, subsidiaries and affiliates ("**Seller**") to any purchaser of Products ("**Buyer**"). These Terms take precedence over any additional, supplemental or conflicting terms and conditions asserted by the Buyer.

These Terms and each accompanying Purchase Order (the "**Purchase Order**" and collectively, with these Terms, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. **Order.** All orders placed by Buyer are subject to acceptance by Seller. All orders must include a complete description of Products being purchased and quantities required. Orders may not be canceled or altered without Seller's written consent. Seller may in its sole discretion allocate Product among its customers. Seller may designate certain orders as non-cancelable and certain Product as non-returnable ("**NCNR**"). All orders containing custom terms shall be NCNR. Buyer may pay a \$500.00 deposit to secure a Product for future delivery. The price for securing a Product shall be \$500.00 per each unit of Product. In the event that such a product is not shipped within sixty (60) days of full payment, the Buyer may elect to receive a refund of the amount paid in advance as a deposit to secure such Product(s). Any amount required to be paid in advance for purposes of securing future delivery of a unit may, in the Seller's sole discretion, be waived.

3. **Prices, Pricing Terms and Payment.** The prices and pricing terms for all Products shall be set forth on the Purchase Order for each Product (the "**Initial Purchase Price**") and are subject to any additional terms and conditions that may be set out or otherwise identified in this Agreement, each of which may be amended from time to time at Seller's discretion. In addition to the price of the Product, Buyer may be required to pay additional costs for services and other charges including, without limitation, costs (which may, at the discretion of Seller, be assessed against Buyer as part of the Initial Purchase Price or as a separate assessment) in accordance with Sections 3(a) and 3(b), below. If the price(s) of the Product should be increased by Seller before delivery of the Products to a carrier for shipment to Buyer, then this Agreement shall be construed as if the increased price(s) were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased price(s). Full payment is due promptly upon placing an order. All credit terms are subject to any credit policies (third-party or otherwise) then in effect. All purchase prices shall be paid in US dollars.

(a) **Third Party Fees.** The use and maintenance of the Product is reliant upon third-party services and software (the "**Third Party Services**") outside of the control of Seller, and Buyer understands and acknowledges that, in addition to any other prices, costs, fees and other services identified herein, a purchase of any Product will require Buyer to obtain the Third Party Services and pay to any applicable third parties any corresponding and incidental fees related to such Third Party Services. Buyer further understands and acknowledges that the Third Party Services are integral and necessary for the Product to operate and understands that, without the Third Party Services, the Product may not perform certain features or actions, may experience diminished functionality, or may not function in any respect, and that it is Buyer's obligation to obtain and maintain such Third Party Services and to pay the cost of any Third Party Services. The Third Party Services are set forth on Schedule 1, hereto, which may from time-to-time be adjusted, amended, or otherwise changed or modified at the sole discretion of Seller. The costs of the Third Party Services may be adjusted, from time to time, in the sole discretion of the provider or providers of such Third Party Services, and Buyer acknowledges that Seller has no control over such adjustments and agrees that Seller has no obligations to Buyer regarding the cost or payment of such Third Party Services and shall have no liability to Buyer stemming from any increase in the cost of such Third Party Services. The costs of the Third Party Services for each Product at the time of purchase shall be set forth in the applicable Purchase Order or other corresponding or related documentation. At its discretion, Seller may, but is under no obligation to, obtain on Buyer's behalf the Third Party Services (or any part thereof) for an initial term, as further set forth in Schedule 1; provided, that in such event, the costs thereof shall be added to and included in the Initial Purchase Price. Buyer is responsible for renewing the Third Party Services upon the expiration of each applicable term of such services. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING FUNCTIONALITY OF THE PRODUCT IN THE EVENT BUYER FAILS TO PURCHASE OR MAINTAIN THE THIRD PARTY SERVICES AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRICES OF THE THIRD PARTY SERVICES LISTED ON SCHEDULE 1.

(b) **Additional Charges and Services.** The Product and the Services may be subject to additional charges and fees beyond the Third Party Services or any other such services identified herein, which may be due to and required by certain manufacturers of individual components of the Product. Certain components of the Product may require Buyer to purchase additional services or subscribe to additional networks beyond what is provided by Seller as part of the Services or otherwise provided for hereunder. For a further description of such costs, fees, and services related to or required by such components of the Product, please contact the manufacturer of such component directly.

4. **Delivery.** Product will be delivered within a reasonable time after the receipt of Buyer's purchase order and full payment, subject to availability of finished Products. Seller shall not be liable for any delays, loss or damage in transit. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer, and in the event specified by Buyer, Buyer shall be responsible for any additional shipping costs incurred by Seller above such costs as would otherwise be incurred by Seller in its usual course of business. Seller reserves the right to reject Buyer's shipping specifications and to ship using its normal course of business. Buyer acknowledges that lead times and delivery dates provided by Seller are estimates only. Seller reserves the right to ship before the delivery date if Product is available to ship. Seller reserves all rights to hold shipments, dispose of goods and stop goods in transit, including, without limitation for Buyer's failure to pay on time.

Unless otherwise agreed in writing by the parties, Seller shall deliver the Product to the address marked for delivery on the Purchase Order (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Product. Buyer shall take delivery of the Product within forty-eight (48) hours of Seller's delivery of the Product to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Product at the Delivery Point. If for any reason Buyer fails to accept delivery of any of the Product on the date fixed pursuant to Seller's notice that the Product has been delivered at the Delivery Point, or if Seller is unable to deliver the Product at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Product shall pass to Buyer; (ii) the Product shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Product until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Buyer is responsible at its cost to insure all Products from and after delivery of the Products at the Delivery Point.

Seller may, in its sole discretion, without liability or penalty, make partial shipments of Product to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Purchase Order and shall not seek refund on the basis of such a partial fulfillment of Buyer's Purchase Order so long as Seller ships the remainder of the Product within a reasonable amount of time.

Seller shall not be liable for delays in delivery or for failure to perform due to a Force Majeure Event (defined below). In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting Seller to any liability or penalty. If Product is damaged, lost or stolen while in the custody of the carrier, the Seller shall be deemed to have performed its obligations in full. The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Delivery of a quantity, which varies from the quantity specified, shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments. Seller reserves the right to discontinue Products without notice. If a Product is no longer in Seller's inventory, Seller reserves the right to cancel Buyer's orders related to such Product. Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

5. **Acceptance/Returns.** Shipments will be deemed to have been accepted by Buyer upon delivery of the said shipments to Buyer or Buyer's agent unless rejected in accordance with this paragraph. Buyer shall perform whatever inspection or tests Buyer deems necessary as promptly as possible but in no event later than five (5)

calendar days after delivery, after which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported to Seller within two (2) working days of Buyer's receipt of the Products. In the event of an over shipment, Buyer shall have the option to return the excess Products to Seller at Seller's expense or to retain the excess Products (subject to adjustment of the invoice) and shall notify Seller of Buyer's election within five (5) working days after receipt of the Products, failing which Buyer will be deemed to have elected to retain and pay for the excess Products. Any Product restock returns shall be subject to compliance with Seller's return merchandise authorization policies and procedures then in effect as well as a restocking charge equivalent to 50% of the value of such Product as specified in Seller's invoice to Buyer, provided that the restocking charge will not apply to returned excess Products. Returned Products must be in the original packaging and conform to minimum package quantity requirements then in effect. Products not eligible for return shall be returned to Buyer freight collect.

For defective returns, please refer to the manufacturer's limited warranty, which should be provided at such manufacturer's website. Please contact the manufacturer of each component of the Product for further information on defective returns.

6. **Maintenance.** Normal maintenance of the Product including, without limitation, oil changes and other general maintenance is the responsibility of Buyer, and Seller expressly disclaims any warranties and obligations related thereto. Any maintenance performed by the Buyer on specific components of the Product may void any warranty provided with such product, so please contact the individual manufacturer of each component before performing any maintenance on the Product.

7. **Manufacturer's Services, Costs, Warranties and Seller Disclaimers.**

(a) **No Seller Warranty; Manufacturers' Discretionary Services and Fees.** Seller does not manufacture or control any of the Products. The availability of Products on Seller's website, in Seller's possession, or otherwise offered for sale by Seller does not indicate an affiliation with or endorsement of any Product, service or manufacturer nor any individual components of the Products. Accordingly, Seller does not provide any warranties with respect to the Products. Separate from any obligations or lack thereof of Seller to Buyer (with respect to warranties, servicing or otherwise) and separate from any obligations of Buyer to Seller regarding any Subscription Fees or any other service fees or other such fees, certain Products or certain components of the Products may be covered by certain manufacturer's warranties, and the use of any Product or the servicing or repair of any component thereof may require a planned maintenance agreement, or the payment of other costs and fees to such manufacturers, including, without limitation, those components and the additional information related thereto set forth on Schedule 2, hereto, which may from time-to-time be adjusted, amended, or otherwise changed or modified at the sole discretion of Seller. The information set forth on Schedule 2 has been provided to Seller by the relevant manufacturers, and may be subject to further adjustment, amendment, change, or other modification, from time to time, in the sole discretion of any applicable manufacturer. No omission of information in Schedule 2 shall be deemed as suggesting that the applicable manufacturer does not require any fees in relation to any services or maintenance it provides.

(b) **No Seller Representations Regarding Manufacturer or Other Warranties.** Buyer understands and acknowledges that all warranties offer by manufacturers, whether set forth in Schedule 2 or elsewhere may be subject to limitations and that any attempt to repair, modify, or otherwise alter any product may render such warranties void and that such warranties may be offered at the discretion of such manufacturer. Accordingly, Buyer agrees that Seller shall not be responsible for the denial of any warranty offered by any manufacturer of any component of the Product for any reason. SELLER HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY WARRANTIES OFFERED REGARDING THE PRODUCT OR ANY COMPONENT THEREOF. To further inquire about obtaining warranty services for defective products, please contact the manufacturer.

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, ALL PRODUCTS ARE PROVIDED BY SELLER "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO BUYER.

BUYER HEREBY AFFIRMS THAT SELLER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF ANY MANUFACTURER'S (WHETHER OF THE PRODUCT OR ANY COMPONENT OF THE PRODUCT) FAILURE TO HONOR ANY WARRANTY OBLIGATIONS TO BUYER AND HEREBY COVENANTS NOT TO SUE SELLER FOR THE SAME.

8. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

SELLER'S SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY BUYER FOR THE PRODUCTS ORDERED BY BUYER SPECIFICALLY ASSOCIATED WITH SUCH CAUSE. FOR PURPOSES OF CLARITY, IN THE EVENT BUYER HAS MADE MULTIPLE PURCHASES OF PRODUCTS FROM SELLER, SELLER'S SOLE AND ENTIRE MAXIMUM LIABILITY SHALL BE THAT OF THE SINGULAR PRODUCT OR PRODUCTS SPECIFICALLY RELATED TO THE ALLEGED LOSS.

The limitation of liability set forth above shall: not apply to (A) liability resulting from Seller's gross negligence or willful misconduct and (B) death or bodily injury resulting from Seller's acts or omissions.

9. **Buyer Representations, Warranties and Covenants.** Buyer, as Buyer, Service Provider, or in any other capacity in which it may act in relation to this Agreement, represents, warrants and covenants that:

- (a) it has the legal right to use any credit card(s) or other payment method(s) in connection with any payment made hereunder; and
- (b) the information it has supplied hereunder to Seller, and any information it provides in the future is true, correct and complete.

10. **Technical Assistance or Advice.** Technical assistance or advice offered by Seller in regard to the use of any Product or in connection with Buyer's purchases may be given at Seller's discretion and only as an accommodation to Buyer. The Seller reserves the right to charge for technical assistance or advice at its discretion and shall have no obligation to provide any technical assistance or advice to Buyer and if any such assistance or advice is provided, it is provided at the Buyer's own risk, without liability or responsibility on behalf of the Seller and such fact will not obligate Seller to provide any further or additional assistance or advice. No statement made by any of Seller's representatives in connection with the Products constitutes a representation or warranty, express or implied. For technical assistance related to an individual component of the Product, including any servicing thereof, please contact the manufacturer of such component directly.

11. **Data Collection and Privacy.** Seller respects Buyer's and other parties' privacy and is committed to protecting it through its compliance with this policy. This policy describes the types of information Seller may collect from Buyer, its customers, and other third parties or that Buyer may provide when visiting Seller's website, or otherwise using or purchasing the Product and Seller's practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information Seller and other permitted third parties collect on or from Seller's website the Product and other necessary third party sites and instruments; in email, text, and other electronic messages between Buyer, its customers and other third parties and Seller's website, the Product and other necessary third party sites and instruments; through mobile and desktop applications Buyer, Buyer's customers, and other third parties download from the Seller's website or other marketplaces or services, which provide dedicated non-browser-based interaction among any of Buyer, Seller, customers of Buyer, and other permitted third parties; when Buyer and other parties

interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy; and through other sources which may be added from time to time.

This policy does not apply to information collected by Seller or other permitted parties offline or through any other means, including on any other website operated by Seller or any third party (including Seller's affiliates and subsidiaries) or any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on Seller's website.

Please read this policy carefully to understand Seller's policies and practices regarding Buyer's, Buyer's customers, and other third parties' information and how Seller will treat it. If Buyer does not agree with Seller's policies and practices, Buyer's choice is not to use Seller's website, the Product, or any other products or services of Seller. By accessing or using Seller's website, the Product, and any other products or services of Seller, Buyer agrees to this privacy policy. This policy may change from time to time. Buyer's continued use of Seller's website, the Product, or any other products or services of Seller after Seller makes changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

As Buyer and other parties navigate through and interact with Seller's website and any other aspects of or related to the Product, Seller and any affiliates or other permitted third parties may use automatic data collection technologies to collect certain information about the Product, Buyer, Buyer's equipment, browsing actions, and patterns, including: Details of Buyer's visits to Seller's website and any other aspects of or related to the Product, including traffic data, location data, logs, and other communication data and the resources that Buyer and other parties access and use on the website; and Information about Buyer's and other parties' computers, telephones, tablets, or other devices and internet connections, including Buyer's and other parties' IP addresses, operating systems, and browser types.

Seller, its affiliates and other permitted parties also may use these technologies to collect information about Buyer's and other parties' online activities over time and across third-party websites or other online services (behavioral tracking).

The information we collect automatically may include personal information, or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our website and services and to deliver a better and more personalized service, including by enabling us to, among other things: estimate our customer and user size and usage patterns; store information about party preferences, allowing us to customize our website and services according to individual party interests; speed up the time of service; and recognize users who return to our services.

12. Third-Party Use of Cookies and Other Tracking Technologies. Some content or applications, including advertisements, on Seller's website, the Product, or any other products or services of Seller are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about parties when such parties use Seller's website, the Product, or any other products or services of Seller. The information they collect may be associated with personal information or they may collect information, including personal information, about a party's online activities over time and across different websites and other online services. They may use this information to provide such party with interest-based (behavioral) advertising or other targeted content.

Seller does not control these third parties' tracking technologies or how they may be used. If Buyer or any customer of Buyer has any questions about an advertisement or other targeted content, such party should contact the responsible provider directly. For information about how a party can opt out of receiving targeted advertising from many providers, please visit such third party's website at <https://semaconnect.com/privacy-policy/>.

13. How Information is Used. We use information that we collect about parties or that parties provide to us, including any personal information: to present Seller's website, the Product, or any other products or services of Seller and contents of the foregoing to Buyer, Buyer customers, and other third parties; to provide Buyer, Buyer customers, and other third parties with information, products, or services that such parties request from Seller; to fulfill any other purpose for which Buyer, Buyer customers, and other third parties provide it; to carry out Seller obligations and enforce Seller rights arising from any contracts entered into between or involving Buyer and Seller, including for billing and collection; to notify Buyer, Buyer customers, and other third parties about changes to Seller's website, the Product, or any other products or services of Seller provides through the foregoing; to allow Buyer, Buyer customers, and other third parties to participate in interactive features on Seller's website, the Product, or any other products or services of Seller; in any other way we may describe when parties provide the information; and for any other purpose with such party's consent.

Seller may disclose personal information that it collects or Buyer provide as described in this privacy policy: to its subsidiaries and affiliates; to contractors, service providers, and other third parties Seller uses to support its business; to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Seller's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Seller about users of Seller's website, the Product, or any other products or services of Seller is among the assets transferred; to fulfill the purpose for which a party provides it; for any other purpose disclosed by us when parties provide the information; and with such party's consent.

Seller may also disclose a party's personal information: to comply with any court order, law, or legal process, including to respond to any government or regulatory request; to enforce or apply Seller's terms of use and other agreements, including for billing and collection purposes; if Seller believes disclosure is necessary or appropriate to protect the rights, property, or safety of Seller, Seller's customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

14. Accessing and Correcting Information A party can review and change its personal information by logging into the Seller's website or any other products or services of Seller with such functionality and visiting the relevant account profile page. If a party deletes its contributions or information from Seller's website, the Product, or any other products or services of Seller, copies of such contributions or information may remain viewable in cached and archived pages, or might have been copied or stored by other Website users. California residents may have additional personal information rights and choices.

15. California Privacy Rights If a party is a California resident, California law may provide such party with additional rights regarding the use of such party's personal information. To learn more about California privacy rights please visit <https://semaconnect.com/privacy-policy/>. California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to PrivacyPolicy@SemaConnect.com.

16. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of Seller.

17. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

18. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

19. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
21. **Force Majeure.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Seller's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; [and] [(g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Seller. The Seller shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to Buyer.
22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.
26. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
27. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
29. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Schedule 1

Additional Costs and Fees for Third Party Services

1. **Term of Third Party Services.** Each of the Third Party Services described in this Schedule 1 must be obtained for a period of three (3) years (the "Initial Term") and each renewal of such Third Party Services shall be for an additional term of three (3) years (each, a "Renewal Term").

2. **Packages.**

a. **Mandatory Services Package.** The Third Party Services described in this Section 2.a. of this Schedule 1 (the "Mandatory Services Package") are required purchases which must be obtained with the purchase of a Product and which are necessary for the maintenance, operation and functioning (which, for the avoidance of doubt, shall not activate the cellular capabilities of the Product) of the Product:

Mandatory Services Package
Connection and Provisioning One Time Charge
Connection and Care + Maintenance Service 3 years
Charger Operating Software, Including smart Phone APP for end users and payment processing

Seller may, in its discretion, include the Mandatory Services Package for the Initial Term with the purchase of any Product, in which event, the costs associated therewith shall be included in the Initial Purchase Price.

b. **Cellular Services Package.** In lieu of the Mandatory Services Package, Buyer may elect to obtain cellular service (the "Cellular Service") to activate the cellular capabilities of the Product (collectively, with the Mandatory Third Party Services, the "Cellular Services Package"). The Cellular Services Package contains the following Third Party Services:

Cellular Services Package
Connection and Provisioning One Time Charge
Connection and Care + Maintenance Service 3 years
Charger Operating Software, Including smart Phone APP for end users and payment processing
AT&T Cellular Service

In the event Seller has included the Mandatory Services Package as part of the Initial Purchase Price and Buyer desires to obtain the Cellular Service, it may do so by upgrading to the Cellular Services Package at the three-year rate of the Cellular Service set forth in the applicable Purchase Order or other corresponding or related documentation. In no event shall Seller shall have any responsibilities for the costs of the Cellular Service.

3. **Renewal:** Each of the Mandatory Services Package and the Cellular Services Package shall continue for the Initial Term, at which point, Buyer shall be required to renew the Third Party Services by selecting one of the following options:

a. **Mandatory Services Package Renewal.** The Mandatory Services Package renewal include the following Third Party Services:

Mandatory Services Package Renewal
Charger Operating Software, Including smart Phone APP for end users and payment processing

b. **Cellular Services Package Renewal.** The Cellular Services Package renewal include the following Third Party Services, and will provide or continue the Cellular Services for each Product for which it is purchased:

Cellular Services Package Renewal
Charger Operating Software, Including smart Phone APP for end users and payment processing
AT&T Cellular Service

4. **COSTS IN ADDITION TO PRODUCT.** ANY PRICES, FEES AND OTHER COSTS FOR ANY SERVICES OR OTHER ITEMS DESCRIBED ON THIS SCHEDULE 1 ARE THIRD PARTY SERVICES REQUIRED FOR THE FUNCTIONING OF THE PRODUCT OR OTHERWISE INCIDENTAL TO THE USE OF THE PRODUCT. THE SERVICES SET FORTH ON THIS SCHEDULE 1 ARE SEPARATE FROM THE PRICE OF ANY PRODUCT, AND ANY CHARGES THEREFOR SHALL BE CHARGED IN ADDITION TO THE COST OF THE PRODUCT, THE PRICE OF WHICH SHALL BE SET FORTH ON AN APPLICABLE PURCHASE ORDER OR ANY CORRESPONDING OR RELATED DOCUMENTATION. NOTHING IN THIS SCHEDULE OR THE AGREEMENT SHALL BE INTERPRETED AS IMPLYING THAT BUYER SHALL BE OBLIGATED TO PAY ANY LESSER AMOUNT THAN IS SET FORTH ON SUCH PURCHASE ORDER OR ANY CORRESPONDING OR RELATED DOCUMENTATION, OR OTHERWISE GRANTING BUYER THE RIGHT TO CLAIM THAT IT IS RESPONSIBLE TO PAY ANY AMOUNT LESS FOR ANY PRODUCT THAN IS SET FORTH ON THE APPLICABLE PURCHASE ORDER OR ANY CORRESPONDING OR RELATED DOCUMENTATION.

5. **Purpose.** For purposes of clarity, Siemens (as such term is defined in Schedule 2), the maker of a crucial component of the Product described in this Agreement, charges a connection fee and one time charge, and requires the purchase of a software subscription in order for the Product to operate and requires the purchase of the Siemens Maintenance Plan so that it may provide the maintenance services to be received thereunder. Siemens further provides an optional cellular service which is required for the Product to utilize its cellular capabilities.

6. **Single Product Pricing.** The prices described in this Schedule 1 are the prices of the incidental services and other costs associated with the purchase of a single Product, and such additional costs shall be paid by Seller for each Product purchased.

7. **Right to Withhold Delivery.** In the event Seller has paid, on behalf of buyer, the costs of any Third Party Services and has not been compensated by Buyer for the same, Seller retains the right to withhold delivery of any product.

8. **Changes.** The Third Party Services set forth on this Schedule 1 may from time-to-time be adjusted, amended, or otherwise changed or modified at the sole discretion of Seller. The costs of the Third Party Services may be adjusted, from time to time, in the sole discretion of the provider or providers of such Third Party Services, and Buyer acknowledges that Seller has no control over such adjustments and agrees that Seller has no obligations to Buyer regarding the cost or payment of such Third Party Services and shall have no liability to Buyer stemming from any increase in the cost of such Third Party Services.

Schedule 2

Warranties; Maintenance Plans; Limitations; Third Party Contact Information

1. Commercial Parent Versi Charge 40A (9.6Kw) Gateway Charger with OCPP and Modbus Protocols – Model 8EM1310-5CF14-1GA2.

a. **Siemens Maintenance Plan, Service Costs and Other Fees.** Siemens Industry Inc. (“Siemens”) serves as a manufacturer of the above-referenced component of the Product, and offers a limited warranty and maintenance plan (the “**Siemens Maintenance Plan**”) thereon. The estimated cost of the Siemens Maintenance Plan is included on the chart in Schedule 1 to this Agreement, hereto and shall be paid in accordance with Section 3(a), of this Agreement. The Siemens Maintenance Plan is required to maintain any warranties related to the foregoing component of the Product. In addition to the Siemens Maintenance Plan, Siemens may charge Buyer various charges, costs, and other fees for the Service Maintenance Plan and for other services, each of which may be discretionary or mandatory, at the option of Siemens, and which may be necessary for continued use and functioning of the Product.

b. **Siemens Warranty Limitations and Contact Information.** Any warranty or maintenance plan offered to Buyer by Siemens, including, without limitation, the Siemens Maintenance Plan, is offered in the sole discretion of Siemens, may change from time to time, and is subject to limitations, as further described in Siemens’ internal terms and conditions and other documentation. Seller makes no representations herein regarding any warranties offered by Siemens. For further information on the Siemens Maintenance Plan or other information related to any warranties, servicing of the Siemens component, or any other Siemens charges, costs, or other fees, please contact Siemens directly at:

Siemens Industry, Inc.
Smart Infrastructure
Distribution Systems
3617 Parkway Ln.
Peachtree Corners, GA 30092
1 (800) 333-7421
usa.siemens.com/versicharge

2. DuroMax XP13000EH 13,000-Watt 500cc Portable Hybrid Gas Propane Genera. Model XP13000EH.

a. **DuroMax Warranty, Service Costs and Other Fees.** DuroMax Power Equipment (“**DuroMax**”) serves as a manufacturer of the above-referenced component of the Product, and may offer a warranty (the “**DuroMax Warranty**”) thereon. A planned maintenance agreement may be required to maintain any warranties related to the foregoing component of the Product. For further information on any such agreement, please contact DuroMax. In addition to the DuroMax Warranty, Duromax may offer additional warranties and services to Buyer, none of which, if in existence, are covered in the price of the Product or any other prices, fees, or other costs dictated in or by this Agreement.

b. **DuroMax Warranty Limitations and Contact Information.** Any warranty offered to Buyer by DuroMax is offered in the sole discretion of DuroMax, may change from time to time, and is subject to limitations, as further described in DuroMax’s internal terms and conditions and other documentation. Seller makes no representations herein regarding any warranties offered by DuroMax. For further information on the DuroMax Warranty or other information related to any warranties, servicing of the DuroMax component, or any other DuroMax charges, costs, or other fees, please contact DuroMax directly at:

DUROMAX Power Equipment
5800 Ontario Mills Parkway
Ontario, CA 91764
1 (844) 387-6629
support@duromax.com
customerservice@duromaxpower.com
<https://www.duromaxpower.com/pages/warranty>

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE AGREEMENT TO THE CONTRARY, ALL PRODUCTS ARE PROVIDED BY SELLER “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE AND ALL INFORMATION SET FORTH IN THIS SCHEDULE 2 ARE EXPRESSLY SUBJECT TO ANY AND ALL DISCLAIMERS AND OTHER LIMITATIONS SET FORTH IN THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTION 7 OF THE AGREEMENT.