

**Power-io, Inc.****STANDARD TERMS AND CONDITIONS OF SALE WITHIN THE UNITED STATES**

Naming Convention: Power-io, Inc. shall hereinafter be referred to and legally referenced as "POWER-IO" For purposes of the Terms and Conditions, POWER-IO shall hereby be referenced as "Seller". General Information: Sale of the equipment or services by the Seller is expressly conditioned upon the terms and conditions set forth below. This document constitutes the entire sales contract between Seller and Purchaser. Seller expressly rejects any different or additional terms or conditions previously or hereafter proposed by Purchaser unless agreed to in writing by an authorized representative of Seller. ACCEPTANCE OF THE EQUIPMENT OR SERVICES BY PURCHASER SHALL CONSTITUTE AGREEMENT TO ALL PROVISIONS HEREOF.

WARRANTY: SELLER EXPRESSLY WARRANTS THE PRODUCTS MANUFACTURED BY IT AS MEETING THE APPLICABLE SELLER PRODUCT SPECIFICATIONS. EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). BUYER RETAINS RESPONSIBILITY FOR THE APPLICATION AND FUNCTIONAL ADEQUACY OF THE OFFERING. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE EXCLUSIVE REMEDIES FOR ANY BREACH BY SELLER OF ITS WARRANTIES.

Seller warrants to Purchaser that the equipment to be delivered hereunder will be free from defects in material or workmanship for such period after shipment by Seller as defined in POWER-IO's warranty policy available by calling, emailing, writing or online at:

Phone: 630 717 7335

Fax: 630 839 5996

Email: [info@power-io.com](mailto:info@power-io.com)

Internet: [www.power-io.com](http://www.power-io.com)

537 Braemar Ave

Naperville, IL 60563

If the equipment delivered hereunder does not meet the foregoing warranty, Purchaser shall promptly notify Seller who shall thereupon replace or repair, free of charge, provided the defective product, component, or part thereof is returned to the nearest authorized Seller repair facility within the time-frame specified in the applicable warranty term from date of shipment, transportation charges prepaid by Purchaser. The cost to diagnose defects at the job site, if required, shall be paid by Purchaser. Any product or component, or part thereof so replaced or repaired shall be warranted by Seller for the remainder of the original warranty period or the applicable repair warranty, whichever is longer. Any and all such replacements or repairs necessitated by inadequate preventative maintenance, or by normal wear and usage, or by the fault of Purchaser or power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions shall be for the account of Purchaser. Seller shall not be obligated to pay any costs or charges including "back charges" incurred by Purchaser or

any other party except as may be agreed upon in writing in advance by Seller.

The liability of Seller under this warranty, whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment or of supplying replacement equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing warranty is exclusive and in lieu of all other warranties (except as to title), whether written, oral, implied or statutory.

**PATENTS:** Seller shall defend Purchaser and pay any award of damages assessed against Purchaser in any suit or proceeding so far as same is based on any claim that the equipment, hardware or software products, or any part thereof furnished hereunder (except for such products basically of Purchaser's specifications) shall in design or construction infringe any patent of the country of its manufacture, provided Purchaser gives Seller prompt notice in writing of such claim and permits Seller to contest same through its counsel or, at its option, to settle by securing for Purchaser the right to continue to use such products or by modifying them to avoid infringement, or by reclaiming them and reimbursing Purchaser the sum paid therefore; and provided Purchaser gives Seller all necessary authority and assistance, at the expense of Seller, to enable Seller to do so. The financial limit of such Indemnification shall not exceed the Contract Price. This indemnity shall not apply to cases where the claimed infringement is a result of (i.) Buyer's detailed specifications, (ii.) parts supplied or designated by Buyer, (iii.) modification of the goods, by someone other than your business, or (iv.) combination of your business' products with other products, the combination of which is alleged to be infringing.

**INDEMNITY:** Seller agrees to indemnify and save harmless Purchaser only against liability imposed on Purchaser by law with respect to bodily injury or property damage to the extent such liability results from the performance of Seller under this contract. Seller does not agree to indemnify and save Purchaser harmless except as set forth herein. Purchaser agrees to indemnify and save harmless Seller for all loss, cost, or damage incurred by Seller as a result of Purchaser's or third party's misuse or misapplication of Seller-supplied products.

**LIMITATION OF LIABILITY:** Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this sales contract or the performance or breach thereof, or from the design, manufacture, sales, delivery, resale, installation, repair, operation or use of any equipment covered by or furnished under this agreement shall in no case exceed the purchase price of the equipment which gives rise to the claim. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR NEGLIGENCE, SHALL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGES EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS BY PURCHASER OR ANY THIRD

PARTY.

**PRICE AND ACCEPTANCE OF ORDERS:** Prices stated in orders are binding upon Seller for 30 days from the date hereof. Prices on all equipment shipped more than 30 days hereafter may be increased if necessary to cover increased costs of labor and material incurred by Seller. Orders placed with sales representatives are subject to acceptance by Seller in Naperville, Illinois. This acknowledgment constitutes such acceptance and is a sales contract made in Illinois.

**PAYMENTS:** The purchase price stated herein shall be due and payable within 30 days after shipment of the equipment. If shipment is delayed by Purchaser, Seller's invoice shall be rendered on the date when Seller is prepared to make shipment. Equipment held for Purchaser shall be at the risk and expense of Purchaser. **PAST DUE ACCOUNTS WILL BEAR A FINANCE CHARGE OF 1-1/2 % PER MONTH ON THE UNPAID BALANCE, WHICH CORRESPONDS TO AN 18% ANNUAL PERCENTAGE RATE.** Buyer is prohibited from and shall not set off invoiced amounts or any portion thereof against sums that are due or may become due to Seller, its parent, affiliates, subsidiaries or other divisions or units.

**SALES, DUTIES, FEES, EXPORT:** Unless otherwise stated in the offering, all prices are quoted in United States currency. In addition to the price specified in this sales contract the amount of any present or future sales, use, excise or other similar taxes or other charges applicable to the sale or use of the equipment (including, but not limited to any duties, charges, now existing or hereafter imposed by Government authorities upon equipment or services quoted by Seller, or upon the production, sale, distribution, delivery, import or export thereof, or upon other features related thereto) shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax-exempt certificate acceptable to the taxing authorities. Unless Seller agrees to be the "exporter of record" when exporting products from the United States, Purchaser shall be responsible for meeting export/re-export requirements. Purchaser agrees to comply in full with U.S. export licensing requirements and restrictions with regard to export of Goods.

**PACKING AND SHIPPING:** Prices are stated exclusive of packing and shipping charges. All prices are Ex-works Shipping Point unless otherwise agreed upon in writing by Seller. Delivery at such point to common carrier or postal authorities shall constitute delivery to Purchaser, who shall thereafter be responsible for delays, loss or damage in transit, although Seller will assist Purchaser in processing claims.

**DELIVERY:** Title to all products EXCLUDING SOFTWARE, and risk of loss or damage shall pass upon delivery by Seller to the possession of the carrier, unless specified otherwise in writing by Seller. Any claims for loss or damage after risk of loss has passed shall be filed by Purchaser with the carrier. Seller shall not be liable for loss or damage from delay in delivery or failure to manufacture. Delivery dates are approximate and are based on prompt receipt by Seller at its factory of all necessary information including final agreement on detailed specifications, on such date or with such lead times as may be specified by Seller. If delivery is delayed at the request of, or due to acts or omissions by

Purchaser, Seller shall have the right to store the goods at a place of its own choice for Purchaser's account and risk and to invoice Purchaser in accordance with the original contractual terms and for such storage charges incurred as a result of the delay.

**INSPECTION AND ACCEPTANCE:** Purchaser shall upon delivery of Products inspect and either accept or reject such Products within a reasonable period not to exceed thirty (30) calendar days of delivery (the "Acceptance Period"). In the event that Products do not comply with this Agreement, Purchaser shall promptly notify Seller and provide a specific written explanation of the basis for rejection. Purchaser shall be deemed to have accepted any Product delivered hereunder and to have waived any right to reject in the event that Seller does not receive such notice of rejection within the Acceptance Period. Seller shall be afforded a reasonable opportunity to repair or replace non-conforming Product at Seller's option. After the initial delivery provided for in the "Delivery" clause, the risk of loss or damage to all Products in transit shall be borne by the Party initiating the transportation of such Products; provided, if Seller reasonably determines that the Product originally shipped complied with this Agreement, then all expenses related to the improper rejection are the responsibility of Purchaser.

**DELAYS/ FORCE MAJEURE:** Shipping dates stated are approximate. Neither party shall be considered in default in performance of obligations hereunder to the extent that performance of such obligations, or any of them, is affected by an event of Force Majeure. Force Majeure shall include, but not be limited to, hostilities, restraint of rulers or peoples, revolution, civil commotion, terrorist acts, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, blockade, or embargo, lack of or failure of transportation facilities or any law, proclamation, regulation or ordinance, demand or requirement of any Government or Governmental agency having or claiming to have jurisdiction over the work or with respect to materials purchased for the work, or over the parties hereto, or any Act of God, or other act of Government, or any cause whether of the same or different nature existing or future, which is beyond the control and without the fault or negligence of the parties hereto.

**RESALE:** If Purchaser is reselling the equipment, Purchaser agrees to furnish its purchasers copies of the Standard Terms and Conditions of Sale, and Seller agrees to make copies available upon request. In all events and regardless of whether Purchaser complies with this provision, the rights of such purchasers shall be determined under the provisions hereof entitled "Warranty," "Patents" and "Limitation of Liability."

**ASSIGNMENT:** Neither Party shall assign this Agreement or any portion thereof without the advance, written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the forgoing, Seller may assign this Agreement in the event of a merger, consolidation or reorganization or in connection with the sale of all or substantially all of the assets of the business of Seller to which this Agreement relates.

**LICENSE GRANT:** All software programs which are embodied in human readable source form or machine readable object form and which include, but are not limited to, programs having a series of instructions, statements and data, and related materials provided by

Seller are the property of Seller and/or others and are subject to the terms set forth in this License, in which Purchaser is provided solely with a personal, nonexclusive and perpetual (except for breach by Purchaser) license to use such programs solely for their internal business purposes in the country in which the software was furnished and for execution on the system for which it was provided.

**COPYRIGHT AND TITLE:** No title to the intellectual property in the software programs or material is transferred to Purchaser under this license. All software and its copyrights are owned by Seller and/or its suppliers. The software is protected by United States copyright laws and international treaty provisions. Therefore, Purchaser must treat the software like any other copyrighted material (e.g., a book or musical recording) except that Purchaser may make copies of the programs for use only with the system for which such programs were acquired. Purchaser must reproduce and include the copyright notice on any backup copy. The written materials and firmware may not be copied.

**RESTRICTED USE:** Purchaser shall not export or re-export the programs or material without the appropriate United States and Foreign government licenses. Purchaser agrees not to reverse engineer, de-compile, or disassemble the Software. Purchaser may not rent or lease the Software to any third parties, but may transfer the Software and written materials on a permanent basis provided no copies are retained and the recipient agrees to the terms of this Software License. Storage media, which Purchaser received from Seller may contain certain Software for which Seller has not accepted an order from Purchaser for a Software License. If Purchaser desires to license this Software, Purchaser must obtain the appropriate Software License from Seller.

**CANCELLATION:** Purchaser may cancel its order by written notice, provided Purchaser pays cancellation charges in accordance with Seller's Cancellation Policy in effect at the time an order is placed. This policy is available by calling, writing or online at POWER-IO.

**SCOPE CHANGES:** All changes affecting the equipment configuration or otherwise affecting the scope of the order are to be documented in writing for approval and authorization to incorporate such changes into the order. All changes authorized by Purchaser are binding only if accepted in writing by Seller, and may result in price, delivery and/or condition changes. Pricing of changes shall be based on the then current prices. If an extension of delivery is required beyond the original schedule, escalation shall be as agreed.

**ARBITRATION:** The parties agree that any controversy, claim or dispute arising out of this Agreement, shall be determined by arbitration in the domicile of the Seller, before a sole arbitrator. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Rules and Supplementary Procedures for Large, Complex Disputes. The arbitrator shall not be an officer, employee, director, or affiliate of either Party or of its affiliates. If the Parties are unable to agree on an arbitrator within 30 days of the filing of the Demand for Arbitration, an arbitrator shall be selected pursuant to the rules and procedures of the AAA.

**APPLICABLE LAW:** The validity, construction, and interpretation of any agreement relating to service provided by Seller, and the rights and duties of the parties thereto, shall be governed by the laws of the Commonwealth of Illinois.

**MISCELLANEOUS:** This Agreement incorporates certain policies and provisions by reference. These articles and clauses apply as if they were set forth in their entirety. All orders are subject to the applicable POWER-IO Sales Policies in effect at the time an order is placed. These Policies are available by calling, emailing, writing or online at POWER-IO.

Any offering or contract of which these conditions are a part constitutes the final, complete and exclusive statement of representations made by Seller, and Seller shall not be bound by any representations, promise or inducement of any kind unless set forth herein nor shall Seller be bound to any representations made herein except to the designated recipient of any offering or contractual commitment. No waiver, alteration or modification of any of the provisions herein or of the provisions of any contract arising herefrom shall be binding on Seller unless modified in writing and signed by Purchaser and Seller.