

Ampure Commercial Terms and Conditions Industrial PosiCharge™ Products

1. SCOPE

The following Terms and Conditions of Sale and/or Services – PosiCharge™ Products (the “Terms”) shall apply to all proposals, estimates, invoices or quotes made, (“Proposal”) and purchase orders accepted, by Ampure for sales of Industrial PosiCharge™ systems and related products (the “Products”) and/or service orders, repairs, maintenance, installation, consultation and related services (the “Service” or “Services”) provided by Ampure to the Customer identified in the accompanying Proposal (“Customer”), except to the extent the Terms conflict with an Agreement signed by both Ampure and Customer. These Terms and the Proposal together form the agreement between Ampure and Customer (“Agreement”). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms shall govern when in conflict with any of the terms and conditions contained in Customer’s purchase order or other procurement document, and Ampure’s acceptance of Customer’s order is conditioned upon Customer’s acceptance of these Terms, irrespective of whether Customer accepts by a written acknowledgment, implication, or acceptance of and payment for Products ordered hereunder. Ampure’s failure to object to provisions contained in any communication from Customer, or failure to enforce these Terms, shall not be deemed a waiver of these Terms or any provisions thereof. These Terms are the only terms that govern Ampure’s Proposals. No other oral or written terms or conditions apply, including terms and conditions of any Customer purchase order. Any changes in these Terms must be specifically agreed to in writing by both parties before becoming binding on either party.

2. PRICE

Ampure’s Proposal constitutes an offer to sell Products and/or Services upon these Terms. Unless otherwise stated on the Proposal, the prices included in any Proposal: (i) shall be valid for a period of thirty (30) days from this date (ii) are in U.S. Dollars payable by check, credit card, or electronic transfer, and (iii) do not include (a) shipping, transportation or installation charges, or (b) sales, use, personal property or other taxes, including state and local privilege or excise taxes, or (c) authorized out-of-pocket and travel expenses reasonably incurred by Ampure directly related to its performance of Customer’s requested services.

All applicable charges will be included in Ampure’s invoice as separate items, which Customer agrees to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to Ampure.

3. TERMS OF PAYMENT

Customer agrees to pay all fees listed in the invoice. Unless otherwise stated on the Proposal (a) If Customer’s creditworthiness has been established in advance, Customer shall pay all invoices by check, credit card, electronic transfer or wire transfer in U.S. Dollars, net 30 days from invoice date (b) If Customer’s creditworthiness has not been established, or Customer is located outside the United States, payment terms will be cash, letter of credit or electronic transfer in advance prior to Products being shipped (based on Ampure’s Proposal), the final balance due to be reconciled within 15 days of Product delivery; and (c) Ampure reserves the right to require Customers located outside of the United States in situations where the Proposal includes Services, to pay Eighty Five Percent (85%) of the total Proposal price via cash, letter of credit or electronic transfer prior to the Products being shipped, and the remaining Fifteen Per Cent (15%) upon completion of Services.

Invoices not paid when due shall be subject to the maximum legal interest rate, of the invoiced amount for each month they remain unpaid. If a Proposal provides that any portion of the purchase price is not payable until completion of Services, the final payment shall be due net 30 days from the Acceptance Date as defined in Section 9 herein. If Customer is delinquent in payment to Ampure, Ampure may immediately stop shipment of Products and future shipping of Products until all delinquent amounts and late interest are paid. Additionally, Ampure may at its option recover all costs incurred by Ampure or its agent, including without limitation reasonable attorneys’ fees, costs and expenses, in a collection action or any other legal action resulting from Customer’s breach of this Agreement. Ampure may re-evaluate Customer’s creditworthiness at any time, and modify or withdraw credit accordingly. Customer may not set off or recoup invoiced amounts or any portion thereof against sums that are due, may become due, or Customer claims to be due from Ampure.

4. PURCHASE MONEY SECURITY INTEREST; CONSTRUCTION, MATERIALS AND MECHANICS LIENS

Customer’s order pursuant to this Agreement constitutes a security agreement, granting to Ampure a purchase money security interest in Product for the full amount of the purchase price. In order to perfect Ampure’s security interest, Customer agrees to execute all instruments that Ampure, as the secured party, elects to file, or in its sole discretion determines to be necessary to perfect or protect its security interest, in compliance with the Uniform Commercial Code (“UCC”) or any state or federal law. Payment in full of the purchase price will release the security interest on that Product.

In addition, if bills are not paid in full for Products or Services, a construction, materials' and/or mechanics' lien may be placed against the installation site by Ampure or an authorized subcontractor in accordance with applicable laws, including but not limited to, a preliminary notice, right to lien, pre-lien or 20-day notice. These notices and the placement lien are the right, and in some cases, the obligation of the contractor to provide.

5. LEASE FINANCING

If Products will be leased by Customer through a third party lessor:

(a) **Lessor Role.** Customer will present an order confirmation, in a format acceptable to Ampure that includes the purchase order number, model number, purchase price, lease term, shipping instructions, monthly payment amount, and identification of lessor and lessor's address for Ampure's acceptance and acknowledgment. Customer's lessor should issue a purchase order or notice of assignment to Ampure within ten (10) days of Customer's order confirmation. In the event Products are delivered by Ampure without an order confirmation from Customer's lessor, Customer authorizes shipment of Products to Customer's facility as indicated in Customer's purchase order, authorizes Ampure to invoice Customer for the full purchase price, and agrees to pay Ampure the full purchase price net 30 days of delivery.

(b) **Storage.** If Customer cannot accept delivery of the Products as described in Section 5(a), Customer shall notify Ampure in writing and pay Ampure a storage accommodation fee calculated as Fifteen Percent (15%) of the Products' full purchase price per year, for the period starting with the date the Products are available for delivery and ending with the later of (i) when Ampure receives documentation from Customer's lessor agreeing to payment of the purchase price, or (ii) when Customer agrees to accept delivery of the Products with a commitment to pay Ampure the full purchase price.

(c) **Customer Responsibility.** If Customer executes a leasing agreement with its lessor and Customer's lessor fails to remit payment in full to Ampure for the Products, Customer will remit full payment of the full purchase price or of any deficiency in its lessor's partial payment to Ampure.

6. PARTS AND DELIVERY

Unless otherwise stated on the Proposal, (a) Products shall be shipped FOB Origin, using Ampure's standard commercial packaging and surface freight relationships; (b) Delivery time is not of the essence; and (c) Ampure is not liable for any loss arising from delay in delivery of Products. Customer is solely responsible for, and shall bear all expense, risk and direction obligation relating to any applicable (i) Special Product packaging and/or freight handling requests from Customer; and (ii) Products customs, duties and import/export compliance.

If Customer's purchase of Products does not include installation Services by Ampure, Customer shall be solely responsible for all electrical and other contracting services, labor, materials, permits and inspections, equipment and supervision necessary to complete the installation thereof, and Customer shall hold harmless and indemnify Ampure with respect to all claims related to installation of the Products.

If Services are performed under warranty, the repairs and parts shall be covered solely by the terms and duration of the existing applicable warranty. Ampure reserves the right, in its sole discretion, to utilize used or reconditioned parts in warranty repairs. If Services are performed outside of warranty, (i) Ampure may but is not required to offer Customer the option of utilizing new or reconditioned parts, and (ii) Ampure warrants that its Services will be performed in a competent and workmanlike manner and that all new Service or replacement parts used in the Service shall be free of defects in materials and workmanship for the longer of one (1) year from the date of installation, or the period of the manufacturer's original warranty. This warranty covers replacement of the part only and does not include labor or shipping costs for any replacement part.

7. FACILITIES

If a proposal includes Services by Ampure at one or more of Customer's facilities or a third party location designated by Customer, Customer acknowledges and agrees that Ampure's representatives shall have free, unannounced, immediate, safe and secure access to facilities where the Services are to be performed, during normal business hours and/or when the facility is actually in operation, for purposes of performing the Services. Customer shall designate a person in its organization to represent Customer fully with respect to the Services ("Representative"). Services will be performed as directed by the Representative, who shall be responsible for site facilities and Services to be furnished to the Customer, and be authorized to (i) coordinate work under the Proposal, (ii) authorize and inspect Services, (iii) accept all aspects of the Services as they are completed, and (iv) authorize Customer's payment of invoices. Customer agrees to provide Ampure's representatives with all safety and other protections required by law for Customer's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations. Customer shall not attempt to condition the right of Ampure's representatives to obtain free access to a facility upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of Ampure or its representative. Any such agreement, waiver or release, if signed by an Ampure representative, shall be considered void and shall be of no force and effect. Ampure shall, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Customer facility.

8. CANCELLATION / RESCHEDULING

Customer may cancel or reschedule Services prior to the scheduled Service start date. Ampure reserves the right to charge Customer, and Customer agrees to pay, for any non-recoverable expenses (e.g., airline tickets) incurred by Ampure as a direct result of a Customer-requested schedule change. Orders canceled less than seventy-two (72) hours in advance are also subject to a cancellation charge of twenty-five percent (25%) of the Proposal value, plus any non-recoverable expenses incurred by Ampure. Ampure will make reasonable efforts to accommodate Service rescheduling requests. Ampure reserves the right to reasonably reschedule Services upon notice to Customer.

9. ACCEPTANCE

After the Products are delivered to Customer and/or Services rendered at Customer's facility/facilities, Customer shall execute and deliver to Ampure an Acceptance Certificate in a form provided by Ampure ("Acceptance Certificate"); provided, however, that Customer's failure to execute and deliver an Acceptance Certificate upon completion of the conditions for acceptance set forth in this Section 8 shall not affect this Agreement's validity, the Terms of Payment or Limited Warranty set forth herein. The "Acceptance Date" shall be the earlier of (i) the date Customer delivers the Acceptance Certificate to Ampure, or (ii) the date of actual installation and/or delivery of the Products or completion of the Services in Customer's facility.

10. INTELLECTUAL PROPERTY

(a) Ownership. All right title and interest in and to intellectual property of any kind associated with the Products and Software is reserved to, and belongs to, Ampure. (b) No Reverse Engineering. Customer agrees not to directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sub-license or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or provide to third parties, the Products or Software or any portion thereof, or permit or encourage any third party to do so, or use or acquire any materials from any third party who does so. (c) Software License. Subject to these Terms, Ampure grants Customer a nonexclusive, nontransferable license, without right of sub-license, to use the software embedded in the Products, and any upgrades thereto (the "Software") solely with the Products, (ii) for Customer's own use, (iii) as instructed in Ampure's printed installation and operation instructions. The Software is the property of Ampure, contains confidential and proprietary information of Ampure, and is protected by applicable patent and copyright laws and international treaties. Customer receives no other express or implied license or right to the Software under any patent, copyright, trademark, trade secret or other proprietary or intellectual property right. Customer shall receive and maintain the Software and other Ampure confidential information in confidence and agrees to use at least the degree of care that it uses to protect its own proprietary information, but no less than reasonable care, to prevent the unauthorized use of the Software outside of this Agreement. Customer's obligations under this Section shall continue indefinitely for as long as the Software continues to be confidential or proprietary to Ampure.

11. LIMITED WARRANTY

Subject to the limitations and provisions stated below, each product is warranted to be free of defects in material and workmanship for a specific time period commencing from the date of shipment from Ampure or an Ampure-authorized stocking distributor.

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LIMITED WARRANTY AGREEMENT FOR DVS AND MVS CHARGERS

Product	Coverage	Term
DVS and MVS battery chargers (Models include DVS-300, DVS-330 (IP55), DVS-400, PowerStation, MVS/GSE 800) Covered parts: - BMID - Temp sensors - Cabinet panels (Rust Perforation) - Charger accessories (Labor included only if Ampure installed)	Labor, travel, freight and parts (When purchased with a charger system – accessory-only purchases are excluded.) <ul style="list-style-type: none"> • Rust Perforation Coverage applies to perforation due to corrosion only. • Perforation is a rust-through condition, such as an actual hole in a sheet metal panel. • This warranty is limited to corrosion sources that occur naturally in the environment; corrosion due to exposure to harsh or abrasive chemicals or materials (i.e., harsh cleaning agents or rough tools, etc.) is not covered. • Cosmetic or surface corrosion, such as that caused by stone chips or scratches in the paint, is not covered under this warranty. • Rust Perforation Coverage applies to perforation due to corrosion only for one year and must be approved by Ampure. Parts – Cable management, stack lights, battery cooling systems	*1 Year
DVS and MVS battery chargers	Parts – Control boards, displays, power supplies, DC contactors and fans	2 Years total
BMID and temp sensors	Parts – BMID and temp sensors	3 Years total
DVS and MVS battery chargers	Parts – AC contactors, Power-Stage, IGBTs, inductors, capacitors, rectifiers	5 Years total
DVS and MVS battery chargers	Parts – Main transformers	10 Years total

* PosiCharge® DVS and MVS chargers are warranted to be free of defects in materials and workmanship for a period of twelve (12) months from the date of installation, but not more than fifteen (15) months from the date of shipment. If defects in materials or workmanship are found within that period, the charger or its parts will be repaired or replaced at Ampure’s option, FOB at Ampure’s factory or Authorized Service Center.

Limitation of warranty:

- Consumables such as fuses, light bubbles and filters are not covered unless defective at the time of receipt.
- Alterations, unless otherwise approved by the manufacturer in writing, are not covered.
- Failures caused by improper use, incorrect installation, lack of preventative maintenance, sustained use of defective parts, and faulty input power are not covered and may void all warranties at Ampure’s discretion.
- Replacement parts carry 90 days warranty or the remainder of the original warranty, whichever is longer.

Limitation of remedy: Warranty claim remedies may not exceed the original purchase price of the product.

ALL AMPURE TERMS AND CONDITIONS APPLY
 For complete Ampure terms and conditions, go to:
<https://www.posicharge.com/product-terms-of-service/>

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LIMITED WARRANTY AGREEMENT FOR PROCORE EDGE™ CHARGERS

Product	Coverage	Term
ProCore Edge chargers	Limited Warranty – freight and parts, labor and travel (Accessories include when purchased with a Ampure-installed charger system.)	5 Years (60 months) (1 Year on-site 4 Years at depot)
	Parts – Power module, control/display, power supply	5 Years total
BMID and temp sensors	Parts – BMID and temp sensors	3 Years total
Stands & Accessories	Stands, cable management, wall mounts	1 Year (12 months)

** ProCore Edge™ chargers are warranted to be free of defects in materials and workmanship for a period of sixty (60) months from the date of installation, but not more than sixty six (66) months from the date of shipment. If defects in materials or workmanship are found within that period, the charger or its parts will be repaired or replaced at Ampure's option, FOB at Ampure's factory or Authorized Service Center.

Limitation of warranty:

- Consumables such as fuses, light bubbles and filters are not covered unless defective at the time of receipt.
- Alterations, unless otherwise approved by the manufacturer in writing, are not covered.
- Failures caused by improper use, incorrect installation, lack of preventative maintenance, sustained use of defective parts, and faulty input power are not covered and may void all warranties at Ampure's discretion.
- Replacement parts carry 90 days warranty or the remainder of the original warranty, whichever is longer.

Limitation of remedy: Warranty claim remedies may not exceed the original purchase price of the product.

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Warranty Limitations

Ampure's total warranty expense with respect to any Product is limited to a maximum of the original purchase price of that Product. Ampure's warranty liability is limited to, at Ampure's option, repairing or replacing a Product, without charge, FOB Ampure's factory. To qualify for warranty coverage, the Product (a) must have been (i) installed, operated and maintained by competent personnel in strict compliance with Ampure's Installation, Operating and Maintenance manuals, and (ii) used as it was designed and specified for the application; and (b) must not have been (i) subject to abnormal operating conditions (including exposure to acid, chemical fumes, metallic dust, pressure washing above 120PSI (BMID III) or extreme temperatures), accident, abuse, misuse, negligence, or (ii) altered, modified or repaired by anyone other than Ampure or its authorized service providers (unless previously authorized in writing by Ampure). Continued use of a Product after discovery of a possible defect (unless previously authorized in writing by Ampure), or any evidence of an attempt to disassemble or reverse engineer the Product, voids all warranties. Unless the Proposal includes installation services by Ampure, Ampure will not be liable for any costs of removal, disposal, installation, transportation, or any other charges which may arise in connection with a warranty claim. This warranty does not cover replacement of expendable items, such as fuses, switches and connectors shipped with or integrated into the Products. Ampure is the final arbiter of the presence of facts that support a conclusion of this warranty's applicability or being voided.

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AMPURE WITH RESPECT TO THE PRODUCTS AND INSTALLATION THEREOF, AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO AMPURE IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT AMPURE'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR CUSTOMER'S USE OR PURPOSE.

To obtain service under this warranty, and prior to any Product return to Ampure by the Customer, the defective Product must have: 1) been installed by Ampure or in strict compliance with Ampure's Installation, Operating and Maintenance manuals, 2) been registered with Ampure by the Customer upon installation to activate the warranty, and 3) proof of purchase (including installation date), failure date, supporting installation and operation data.

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12. FORCE MAJEURE

Ampure shall not be liable for any loss or damage resulting from failure or delay of performance due to unforeseen circumstances or causes beyond its control, including without limitation; strikes; riots; war; fire; flood; sabotage; acts of God; weather-related transit or shipping delays; inability to obtain materials or manufacturing facilities or compliance with any law, regulation or order, whether valid or invalid of any cognizant government body whether domestic or foreign.

13. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, AMPURE'S LIABILITY FOR CUSTOMER'S DAMAGES WILL, IN THE AGGREGATE, NOT EXCEED THE VALUE OF THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL AMPURE OR THE Customer BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, ECONOMIC OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, SUFFERED OR INCURRED, AS A RESULT OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. LIMITATIONS OF LIABILITY PROVIDED HEREIN WILL APPLY WHETHER THE LIABILITY ARISES UNDER BREACH OF CONTRACT OR WARRANTY; TORT, INCLUDING NEGLIGENCE; STRICT LIABILITY; STATUTORY LIABILITY; OR ANY OTHER CAUSE OF ACTION, AND SHALL INCLUDE A PARTY'S AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS.

14. GOVERNING LAW

The purchase of Products and/or Services pursuant to this Agreement shall be governed by the laws of the State of California without regard for its conflict of laws provisions. Venue for any dispute regarding this Agreement or any resulting order shall be Los Angeles County, California, and Customer expressly consents to the jurisdiction of its state and federal courts in connection with this Agreement. Customer waives any other venue to which either party might be entitled by domicile or otherwise. If Customer is located outside of the United States, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to any transaction made pursuant to this Agreement.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire, complete and fully integrated agreement between Ampure and Customer with respect to the subject matter hereof, and supersedes all prior oral or written agreements, course of dealing or understandings relating to that subject matter. There are no other statements, representations, terms, covenants, warranties, guarantees, conditions, agreements or obligations in any way relating to Ampure's sale of Products to Customer, and Customer expressly disclaims any purported reliance on any prior oral and/or written representations. If any provision of these Terms is held invalid, void or unenforceable for any reason, that provision shall be severed and all other provisions of these Terms shall remain valid to the extent permissible by law. These Terms shall only be modified by a document signed by both Customer and Ampure. Under no circumstances shall any preprinted additional or different terms or conditions on Customer's purchase orders or invoices, Ampure's sales or marketing materials, or other business documents apply to Products purchased under this Agreement.