

SENS TERMS AND CONDITIONS OF SALE

General: The terms and conditions of sale hereinafter set forth ("Terms") are expressly made part of the quotation and/or acknowledgement of Stored Energy Systems, a Limited Liability Company ("Seller"). These Terms apply to all sales made by Seller except to the extent the Terms conflict with a Sales Agreement signed by Seller and Purchaser. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Purchaser. In such case, the Terms contained herein shall govern, and acceptance of Purchaser's order is expressly conditioned upon Purchaser's acceptance of the Terms herein, irrespective of whether the Purchaser accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. Seller's failure to object to provisions contained in any communication from Purchaser shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of Seller before becoming binding on either party.

Payment: Domestic terms of payment are net cash in U.S. funds, 30 days from date of invoice upon approved credit, credit card, prepayment via bank wire transfer, and approved letter of credit for orders over \$10,000. International terms of payment are 100% prepayment via bank wire transfer in U.S. dollars, credit card, or approved letter of credit for orders over \$10,000. In the event that any matter is referred for collection, Buyer will pay any and all costs of collection, including attorneys' fees. The Seller reserves the right to restrict the terms of payments or to require payment prior to time of shipment, or to cancel or defer any order or any part thereof, whenever, in Seller's sole opinion, the Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the contract. *All rights of the Seller hereunder are cumulative and are in addition to any and all rights and remedies afforded by the Uniform Commercial Code in effect in the State of Colorado.*

Shipment: All prices are FCA Factory or other point of shipment unless otherwise expressly agreed upon by the Seller. Method and route of shipment are at Seller's discretion. For all other items, and in all instances where Purchaser specifies the method and/or route of shipment, the goods are shipped at Purchaser's expense, "freight collect." Dock receipts are the responsibility of the Purchaser.

Identification, Title, And Risk of Loss: Title and risk of loss shall pass to the Purchaser when the goods are placed in the hands of the carrier for shipment.

Loss, Damage, Or Delay: Shipping dates are estimated only and are based on conditions at time of quotation. Unless otherwise agreed in writing by Seller, delivery time is not of the essence. Seller does not accept liability for any loss arising from delay in delivery of products.

Storage: In the event that shipment of the goods is unreasonably delayed because of Purchaser's unwillingness or inability to accept delivery or because of Purchaser's request to witness any test, Seller will store the goods and charge Purchaser for the cost of storage, insurance, maintenance of the goods, and other incidental costs.

Taxes, Duties and Licenses: All prices are exclusive of applicable federal, state or local taxes, export duties, or like taxes and duties, unless otherwise expressly provided. If Seller's costs increase due to the imposition of tariffs, then Seller reserves the right to cancel the affected order and/or increase prices to reflect such tariffs. Seller shall have no obligation to secure any export license or permit for its products.

Installation and Service: All prices are exclusive of the services of a field service specialist for field installation or services. The charge for such services may be negotiated and included in the price or purchased on a separate purchase order at existing rates. If Purchaser installs the goods, it shall do so in accordance with instructions provided by Seller.

Returns: All sales are final. No goods may be returned without the prior written consent of the Seller. If Seller elects to accept a return for credit, a restocking fee per the following table will apply, and Seller will issue a Return Material Authorization Number (RMA). Goods returned without such RMA or with freight due, or without payment of the restocking fee will be refused.

Restocking Fee Schedule	
Product Family	% sales price
NRG, MicroGenius 2	20%
EnerGenius IQ, BBS, MicroGenius S2, S4	45%
EnerGenius DC, MicroCab	70%
PowerCab, PowerRack, and all other products	No returns

Changes and Revisions: Seller reserves the right to make revisions and changes in its goods and assumes no obligation to incorporate these changes in earlier models. The terms and conditions contained herein and the prices contained in Seller's price sheets and quotations are subject to change without notice.

Limited Warranty: Seller warrants its products to be free from defects in material and workmanship under normal use and service for the following periods from the date of shipment:

EnerGenius IQ & DC, MicroGenius S4	60 months
NRG, MicroGenius 2, S2	36 months
MicroGenius LE	12 months
DC Systems	24 months system + standard period for embedded chargers
Spare Parts	6 months
Other SENS-built products	24 months

Warranty on products resold by SENS is per the original manufacturer's warranty. Seller's sole obligation under this warranty shall be limited either to replace or repair defective goods or to refund the purchase price, at Seller's option, after inspection at Seller's plant verifies the claim. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THIS LIMITED WARRANTY, AND TO THE FULL EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR USAGE OR TRADE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED, AS WELL AS ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER

Repudiation: If the Purchaser repudiates the contract in whole or in part prior to shipment of the goods, then, notwithstanding any other remedy available to the Seller, the Seller may identify to the contract any conforming finished goods in the Seller's possession or control at the time the Seller learns of the repudiation, or if the goods at such time are unfinished the Seller may either complete the manufacture and wholly identify the goods to the contract or cease manufacture and resell for scrap or salvage value or proceed in any other reasonable manner, including, but not limited to, the imposition of a re-stocking fee.

Release for Manufacture: Purchase orders received, processed, and acknowledged requiring approval of engineering drawings, or other form of literature, prior to "release for manufacture," or stipulating a "hold for approval" for any reason, are deemed to be special in their content. Receipt of said approved drawings, or literature, or confirmation of approval of same, is considered release to manufacture. Approval of said drawings, or release to manufacture, by the company issuing said purchase order, or its representative, is considered acceptance of the technical capability of said equipment to meet its needs and acceptance of the responsibility of all cost of processing, engineering and manufacture of said order and entitles Seller to the full selling price of all items included on said purchase order or addendums to same.

Force Majeure: Seller is not liable for loss, damage, detention, or delay due to causes beyond its reasonable control such as acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, and manufacturing facilities due to such causes.

Limitation of Liability: PURCHASER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR PROFIT, PROPERTY DAMAGE OR LOSS OF GOODWILL, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, ARISING OUT OF OR RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY SELLER PRODUCT OR SERVICE OR FOR ANY OTHER REASON. SELLER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY OCCURRENCE OR SERIES OF OCCURRENCES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE CONTRACTUAL VALUE OF THE SPECIFIC GOODS OR SERVICES FROM WHICH THE LIABILITY ARISES.

Governing Law; Venue: All contracts for the purchase of Seller's products are deemed to be made at Seller's offices in Longmont, Colorado, and deemed Colorado contracts, and shall be governed by the laws of the State of Colorado in effect on the date of the contract. The parties agree and consent that the appropriate jurisdiction and venue for any legal action based on this Contract shall be in the County of Boulder, State of Colorado.

Export regulations: Purchaser agrees to comply fully with all laws and regulations concerning the purchase and sale of goods. In particular, Buyer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of goods.