

1. **UNIPOWER LLC, HEREINAFTER REFERRED TO AS UNIPOWER, EXPRESSLY ACCEPTS ACCEPTANCE OF ANY PURCHASE ORDER ON BUYER'S ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS OF SALE. UNIPOWER AGREES TO SELL TO BUYER THE PRODUCTS OR SERVICES DESCRIBED IN THE PURCHASE ORDER ONLY ON THESE TERMS, WHICH ARE EXCLUSIVE AND REPLACE ANY OTHER TERMS AND CONDITIONS, WHETHER CONTAINED IN THE PURCHASE ORDER OR ELSEWHERE. UNIPOWER IS NOT RESPONSIBLE FOR TYPOGRAPHICAL, CLERICAL OR OTHER ERRORS CONTAINED IN ANY QUOTATION, PURCHASE ORDER, OR PUBLICATION. ALL SUCH ERRORS ARE SUBJECT TO CORRECTION BY UNIPOWER.**
2. **TERMS OF SALE:** Price and Delivery is Ex Works UNIPOWER point of manufacture, or designated contract manufacturer location, unless otherwise indicated. Equipment held or stored for Buyer after agreed upon delivery date shall be held or stored to sole expense and risk of Buyer, unless otherwise stated. All quotations are valid for sixty (60) calendar days unless expressly noted or extended in writing by UNIPOWER. If UNIPOWER extends such period or Buyer's purchase order will require more than a year to complete, UNIPOWER reserves the right to adjust its pricing. Unit prices quoted by UNIPOWER apply only to specific quantities and delivery schedules contained in UNIPOWER'S quotation. If Buyer's purchase order deviates in quantities or delivery schedules, UNIPOWER reserves the right to adjust its pricing. UNIPOWER'S pricing excludes taxes or duties, which are Buyer's responsibility. Buyer's purchase orders become non-cancellable upon acceptance by UNIPOWER, and all sales of products or services by UNIPOWER are final, non-returnable, and non-refundable. Requested changes to shipping dates can be made up to 15 days prior to order shipment. Only one change request will be permitted per order.
3. **ARBITRATION AND APPLICABLE LAW:** In the event a dispute arises between UNIPOWER and the Buyer with respect to this Contract, such dispute shall be finally settled by Arbitration Proceeding under the Rules of Conciliation and Arbitration of the American Arbitration Association by three arbitrators appointed in accordance with the rules of such Association provided, however, this Contract shall be deemed to have been made in and shall be construed and governed by the laws of the State of Florida, a uniform commercial code state, except that Federal Rules of Discovery shall be applicable. The decision of the arbitration shall be final and binding and a judgment thereon may be entered in any court of competent jurisdiction.
4. **ASSIGNMENTS:** Buyers shall not assign any interest under this contract without prior written consent of UNIPOWER.
5. **CONTRACTUAL DOCUMENTS:** This document, along with all Attachments incorporated herein by reference, contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Representations and agreements not expressly contained herein or incorporated by reference shall not be binding upon either party as a warranty or otherwise. All additions, deletions and modifications to this Contract shall be in writing and signed by both parties.
6. **EXCUSABLE DELAYS AND DAMAGES:** Delivery dates for products or services are best estimates at the time of order placement and dependent upon timely receipt of all required information from Buyer. UNIPOWER shall in no event be liable for any delay due directly or indirectly to (a) Buyer's delay in supplying or failing to supply approvals, (b) causes beyond the control of UNIPOWER, including but not limited to acts of God; acts of the public enemy; acts of the United States of America, any State, Territory of the United States of America, or any political subdivision of the foregoing, or the District of Columbia; acts of the Buyer, its agents, fire, floods, epidemics, quarantine, restrictions, strikes, riots, civil disorders, insurrection, freight embargoes, and unusually severe weather conditions; or defaults of UNIPOWER subcontractors or suppliers due to any such causes. The delivery schedule hereof shall be considered extended by a period of time proportional to the time lost because of any delay which is excusable under this clause. In the event UNIPOWER is unable wholly or partially to perform because of any cause beyond its control, UNIPOWER may cancel this order without any further liability to Buyer except for items delivered by UNIPOWER. UNIPOWER shall not be liable for any loss, expense or incidental, liquidated or consequential damages suffered by Buyer or others arising in conjunction with the use of or inability to use UNIPOWER products, services or documentation.
7. **NOTICES:** Except as may otherwise be provided herein, any notices or communication pertaining to this Contract shall be deemed to have been given by a party hereto who served upon the other or when received by the other party by registered or certified mail.
8. **PATENTS:** UNIPOWER shall defend any suit or proceeding brought against Buyer insofar as such suit is based on a claim that UNIPOWER equipment or any part of it furnished under this order constitutes in itself an infringement of any patent registered in the United States of America, provided (1) that the liability claimed shall have arisen solely because of UNIPOWER'S selection as to design, composition or manufacture of said equipment; (2) Buyer promptly notifies UNIPOWER in writing of the charge infringement or threat of suit, if there be such, and (3) that Buyer gives UNIPOWER authority, information and assistance for the defense of said suit. UNIPOWER shall pay all damages and cost awarded therein against Buyer. If information and assistance are furnished by Buyer at UNIPOWER'S request, it shall be at UNIPOWER'S expense, but the responsibility for such expense shall only be that within UNIPOWER'S written authorization. If UNIPOWER'S equipment or any part of it in such suit or proceeding is held to constitute infringement and the use thereof is enjoined, UNIPOWER shall, at its own expense, either procure for the Buyer the right to continue using the UNIPOWER'S equipment or replace it with equipment which does not constitute infringement. The foregoing states UNIPOWER'S entire liability for patent infringement by the equipment or any part of it. The sale of the equipment covered by these terms does not convey any license, by implication, estoppel, or otherwise under patent claims covering combinations of the equipment with other devices or elements.
9. **PRICES AND PAYMENT:** Upon completion of a credit application and subsequent granting of credit terms by UNIPOWER, standard terms of payment are net within 30 days from dates of shipment or services rendered, unless otherwise specified. If credit terms are not granted by UNIPOWER, terms of payment shall revert to cash or credit card. If partial shipments are made, each partial shipment shall be separately invoiced and paid for when due without regard to other shipments. UNIPOWER reserves the right at any time to revoke credit extended to Buyer because of Buyer's failure to pay for any articles when due or for any other reason deemed good and sufficient by UNIPOWER and in such event all subsequent shipments shall be paid for via Cash in Advance, Credit Card or COD, as agreed by UNIPOWER, on delivery. In the event UNIPOWER exercises its right to stop articles in transit because of Buyer's financial condition, payment shall be due on delivery. UNIPOWER may at its option resell such articles at public or private sale without notice to Buyer and without affecting any UNIPOWER'S rights to hold Buyer liable for any loss or damage caused by Buyer's breach. If payment is not received when due, a late payment fee of 1% per month (or any part thereof) on the unpaid balance will accrue from date of invoice. If payment is late, UNIPOWER may, in addition to any other remedy, cancel the purchase order, refuse to make further delivery, or declare immediately due and payable all unpaid amounts for products or services previously delivered or in process.
10. **RESPONSIBILITY AND TITLE:** Title will pass to Buyer at UNIPOWER'S point of manufacture, or designated contract manufacturer location. Risk of loss or damage to articles sold shall be borne by Buyer after the articles are delivered to the Ex Works point and Buyer shall be responsible for filing all necessary claims against the carrier. Security interest and right of possession of the Articles sold hereunder shall remain with UNIPOWER until all payments due under this agreement have been made and Buyer agrees to perform all acts necessary to protect and maintain such security interest.
11. **DEFAULT SHIPPING CARRIER:** Orders received without specified shipping instructions and carrier information will be processed utilizing UNIPOWER'S default shipping carrier, and charges will be passed on to customer. UNIPOWER'S default shipping carrier is CH Robinson. Changes to the shipping carrier can be made up to 15 days prior to order shipment.
12. **SCHEDULE AND SYSTEM DEFINITION:** For Power Systems sales, compliance with the delivery schedule is contingent upon UNIPOWER receiving in writing from Buyer a complete and adequate system definition. UNIPOWER reserves the right to change design details and methods of accomplishing applicable functions providing that such change will not materially affect the form fit, and function of the equipment to be delivered hereunder.
13. **TAXES AND FEES:** All prices are exclusive of all federal, state and local excise, sales, use and similar taxes, including but not limited to import-export duties, levies and fees. Such taxes & fees, when applicable to this sale or articles sold, will appear as separate additional items on the invoice unless UNIPOWER receives a properly executed exemption certificate from Buyer prior to shipment.
14. **TERMINATION:** No termination by Buyer for default shall be effective unless and until UNIPOWER shall have failed to correct such alleged default within ninety (90) days after receipt by UNIPOWER of a written notice specifying the default. In the event Buyer terminates this order, other than for default if such right is applicable, Buyer will pay all reasonable charges allocable to the termination, including but not limited to unused materials including Raw Materials, Work in Process & Finished Goods, which could not be mitigated through best commercial practice as well as respective restocking charges or associated liabilities.
15. **WARRANTY:** All UNIPOWER power products are guaranteed against defects in material and workmanship for a specified period of time as noted in our proposal from date of shipment. This warranty does not extend to units which have been opened, altered, or repaired outside of UNIPOWER'S facility, or to items which become defective due to accident or Buyer's improper installation or application. Any defective unit will be replaced under the terms of this warranty provided the unit has not been operated other than in accordance with its published specifications, has not been mishandled or physically damaged, and is returned prepaid. This warranty is extended directly by the manufacturer to the Buyer and is the sole warranty applicable. All other warranties, oral or written, expressed or implied, are not recognized by UNIPOWER. To exercise this warranty, the Buyer must contact UNIPOWER'S Customer Service Department to obtain a Return Authorization Number and shipping instructions. Units not shipped prepaid or returned without prior authorization will be returned to the Buyer. Any product that is returned and subsequently Repaired or Refurbished by UNIPOWER shall be warranted for a period of time commensurate with the time remaining on the original warranty or ninety (90) days, whichever is longer.
16. **SET-OFFS:** UNIPOWER expressly does not accept any debits or set-offs.
17. **CONFIDENTIALITY:** UNIPOWER and Buyer will protect each other's confidential information from unauthorized disclosure. UNIPOWER confidential or proprietary information may not be released or disclosed without UNIPOWER'S written consent. Disclosure or provision to Buyer by UNIPOWER of any drawings, data or other information does not convey any proprietary or design rights or license to manufacture (or have manufactured) UNIPOWER products.
18. **MISCELLANEOUS:** The above terms and conditions shall prevail notwithstanding a variation from the terms and conditions of any order submitted by the Buyer for equipment sold hereunder unless expressly agreed to in writing. In the absence of written acceptance of these items and conditions by Buyer, acceptance of or payment for any equipment sold hereunder shall constitute an acceptance of these terms and conditions.
19. **GOVERNMENT CONTRACTS:** In any contract resulting from this proposal which contains Armed Services Procurement Regulation or Federal Acquisition Regulations (FARS) by reference, only those clauses which are mandatory to fixed-price supply contracts, and which are not in conflict with the protection afforded by ASPR for commercial items sold to the general public in substantial quantities will be accepted by UNIPOWER
20. **AMBIGUITIES:** Both parties have agreed to the wording of this Agreement. Any ambiguities herein shall not be interpreted to the detriment of either party merely by the fact that such party is the author of this instrument.
21. **EFFECT OF AGREEMENT:** This contract shall be binding upon and shall inure to the benefit of the parties hereto their heirs, assigns or successors in interest.
22. UNIPOWER'S failure to insist in any instance upon strict performance by the Buyer of any items and covenants herein shall not be construed as a permanent waiver of such item or covenant, or as a waiver of any other of the items and covenants contained herein
23. This Agreement contains the entire agreement between UNIPOWER and Buyer and supersedes all prior agreements between the parties with respect to the equipment specified and no other items and conditions shall be included or implied unless agreed to in writing and signed by an authorized officer of each of the parties to this Agreement or his assigned designee. Any provisions or conditions of Buyer's order which are in any way inconsistent with or in addition to these terms and conditions, except additional provisions specifying quantity and shipping instruction, shall not be binding on UNIPOWER and shall not be applicable until accepted by UNIPOWER in writing.