

POWER SYSTEMS INC. OF FLORIDA

TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY

1. APPLICATION AND ACCEPTANCE. These Terms and Conditions of Sale and Limited Warranty (these “Terms”), together with the quotation, order acknowledgement, invoice, or other sales document of Power Systems Inc. of Florida (“Seller”) into which they are incorporated by reference (each, a “Sales Document”), constitute the final, complete, and exclusive statement of the agreement (the “Agreement”) between Seller and the purchaser identified in the Sales Document (“Purchaser”) with respect to the goods, software, and services described therein (collectively, the “Products”). Where a Sales Document constitutes an offer by Seller, acceptance is expressly limited to these Terms. Where a Sales Document constitutes an acceptance of Purchaser’s offer, such acceptance is expressly conditioned on Purchaser’s assent to any additional or different terms contained herein. Where a Sales Document confirms an existing contract, the parties agree that the Sales Document and these Terms are the final, complete, and exclusive terms of that contract. Any additional, different, or conflicting terms appearing in Purchaser’s purchase order, request for quotation, standard terms of purchase, or any other document or communication are hereby objected to and rejected, shall not be binding upon Seller, and shall not become part of the Agreement, notwithstanding Seller’s failure to object specifically, Seller’s commencement or completion of performance, or Seller’s acceptance of payment. Purchaser’s issuance of an order, acceptance of delivery, use of any Product, or payment of any invoice constitutes acceptance of these Terms.

2. QUOTATIONS AND PRICES. Quotations are for prompt acceptance only and expire thirty (30) days from the date issued unless a different period is stated on the face of the quotation, and may be withdrawn or revised by Seller at any time prior to acceptance. Prices are based upon the quantities, specifications, and delivery schedule quoted and do not include taxes, freight, insurance, special packaging, field service, installation, startup, or training unless expressly stated. Prices are subject to increase upon notice by Seller to reflect increases in taxes, tariffs, duties, freight, surcharges, or manufacturer or supplier price increases occurring prior to shipment. Clerical, stenographic, and typographical errors in quotations, order acknowledgements, and invoices are subject to correction by Seller.

3. SPECIFICATIONS. Products are furnished only to the specifications stated on the face of the Sales Document and in the applicable manufacturer’s published catalog data. Products shall not be subject to any other specification, standard, drawing, test, or performance requirement unless expressly accepted by Seller in writing. Purchaser must specify voltage, phase, frequency, duty cycle, media, operating pressure, temperature, flow, environment, and all other operating and power limitations applicable to its intended use. Seller reserves the right to make changes in design or construction and to substitute components of equal or superior quality and function.

4. DELIVERY, TITLE, AND RISK OF LOSS. Unless otherwise stated on the face of the Sales Document, all sales are F.O.B. Seller’s shipping point. Title and risk of loss, damage, or destruction pass to Purchaser upon delivery of the Products to the carrier, and all shipments thereafter are at Purchaser’s risk and expense. Seller may select the carrier and routing where Purchaser has not specified them. Shipping and delivery dates are estimates only and are not guaranteed. Seller may make partial shipments and invoice each shipment separately. Claims for loss or damage in transit must be made by Purchaser against the carrier. Claims for shortage or for nonconformity apparent upon reasonable inspection must be made to Seller in writing within ten (10) days after receipt of the Products or are waived.

5. PAYMENT TERMS. Unless otherwise stated on the face of the Sales Document, payment terms are as determined by Seller’s credit department, and all amounts are payable in United States dollars. Seller may at any time, in its sole discretion, require payment in advance, cash on delivery, or other adequate assurance of performance, and may suspend performance, withhold shipment, or require security where Purchaser’s financial condition or payment history so warrants. Past due invoices may be subject to a service charge from the due date at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by applicable law, whichever is less. Purchaser shall pay all costs of collection, including reasonable attorneys’ fees and court costs at trial and on appeal, and all costs associated with the purchase money security interest described below, including filing fees. Purchaser shall not set off, deduct, or withhold any amount owed to Seller on account of any claim, whether arising under the Agreement or otherwise. Seller accepts payment by check, ACH, or wire transfer at any time without additional charge. Any payment made by credit card more than fifteen (15) days after the invoice date may be subject to a convenience fee of three percent (3%) of the amount charged. No convenience fee shall apply to a credit card payment made within fifteen (15) days of the invoice date, or to payment by check, ACH, or wire transfer at any time. The convenience fee is in addition to, and not in lieu of, the service charge described above.

6. SECURITY INTEREST. Purchaser grants Seller a purchase money security interest in the Products and in the proceeds thereof until the purchase price and all other amounts owed to Seller have been paid in full. Purchaser authorizes Seller to file financing statements and amendments describing the collateral and to take all other action necessary to perfect and continue that security interest, and shall promptly execute any document Seller reasonably requests for that purpose. Upon Purchaser’s default, Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Florida, in addition to all other remedies available at law or in equity.

7. TAXES. All federal, state, and local sales, use, occupational, excise, value added, import, export, and like taxes, duties, and tariffs now in force or enacted in the future, and any increases thereto, are the responsibility of Purchaser and shall be in addition to the

prices stated. Unless otherwise expressly stated, Seller shall have the right to invoice separately any such amount at any time, including after shipment. Applicable tax exemption or resale certificates must accompany any order to which they apply; absent a valid certificate, Seller will invoice applicable tax. Purchaser shall reimburse Seller for any such amount Seller is required to pay, together with any interest and penalties assessed, other than penalties resulting solely from Seller's failure to remit amounts actually collected from Purchaser.

8. LIMITED WARRANTY. Seller warrants the Products only as expressly set forth in this Section 8, and subject in all respects to the exclusions, conditions, and limitations set forth in these Terms.

(a) Products fabricated or assembled by Seller. Any Product, or fabricated part thereof, fabricated or assembled by Seller which, under normal operating conditions and when properly installed, maintained, and operated within its rated and normal limits, proves defective in material or workmanship within one (1) year from the date of shipment by Seller, as determined by inspection by Seller, will be repaired or replaced at Seller's option, at Seller's facility, free of charge, provided Purchaser complies with Section 9.

(b) Products manufactured by others. Products, components, and materials manufactured by others and resold by Seller carry no warranty of any kind from Seller. Seller's sole obligation with respect to such items is to assign to Purchaser, to the extent assignable, whatever rights Seller may have under any warranty extended by the original manufacturer, and Purchaser's sole recourse for such items shall be against that manufacturer.

(c) Software Materials. Seller has made preliminary tests of any computer programs, part programs, documentation, programming manuals, and like materials furnished by Seller ("Software Materials") to assure that they are operative for the purposes intended. However, because users may employ Software Materials in applications outside the scope of those originally contemplated, and because defects in Software Materials cannot with absolute certainty be detected and removed prior to actual machine or equipment operation, Seller's sole obligation is that, within six (6) months from the date of delivery of any item of Software Materials, Seller will supply free of charge a corrected version of that item, provided (i) Purchaser furnishes Seller a detailed written description of the problem or difficulty experienced, and (ii) the correction does not entail the creation of new Software Materials to serve a function not intended to be served by the original Software Materials. Purchaser shall have no rights under this subsection if any change is made or attempted to be made in any Software Materials by any person other than Seller.

(d) Services. Seller warrants that any field, repair, or installation services performed by Seller will be performed in a workmanlike manner. Seller's sole obligation for breach of this warranty is to reperform the nonconforming service, provided Purchaser gives Seller written notice within thirty (30) days after performance.

(e) Exclusions. Seller's warranty shall not apply to, and Seller shall have no liability with respect to, any Product or component that has been (i) repaired, modified, altered, or serviced outside of Seller's facilities without Seller's prior written consent; (ii) installed, applied, operated, stored, or maintained in a manner contrary to the original manufacturer's printed instructions, published ratings, or generally accepted industry practice; (iii) subjected to misuse, abuse, neglect, accident, contamination of fluid or media, improper or inadequate filtration, cavitation, corrosion, abnormal operating conditions, or use of unauthorized parts or fluids; (iv) damaged in transit; or (v) subject to normal wear, including seals, hoses, filters, and other consumable or wear items. This warranty does not apply to any Product for which the purchase price has not been paid in full. As it relates to electronic control units, this warranty applies only if Purchaser has qualified maintenance personnel in its employ. If Purchaser ships, or requests that Seller ship, electronic control console units by other than air-ride common carrier truck, all warranties relating thereto shall be void. Any "custom conversion" or adaptation performed hereunder is made pursuant to Purchaser's specific request and at Purchaser's risk, and Seller shall bear no risk of loss resulting therefrom.

9. WARRANTY CLAIMS AND EXCLUSIVE REMEDY. All warranty claims shall be handled in accordance with this Section 9.

(a) Notice. Purchaser shall give Seller prompt written notice of any claimed defect or nonconformity, and in no event later than ten (10) days after discovery and within the applicable warranty period, and shall establish that the Product has been properly installed, maintained, and operated within the limits of its rated and normal usage. The notice shall identify the Product, the applicable Sales Document or invoice, the date placed in service, and the nature of the claimed defect in reasonable detail.

(b) Initial diagnosis by Purchaser's personnel. Seller may, in the first instance and before dispatching its own personnel, request that Purchaser's qualified on-site maintenance personnel perform troubleshooting, inspection, testing, measurement, removal, or replacement work under Seller's direction, and Purchaser shall reasonably cooperate in doing so. Where Seller has authorized such work in writing in advance, Seller will reimburse Purchaser for the documented labor time of Purchaser's personnel actually and reasonably expended, at the hourly rate and up to the maximum number of hours stated in Seller's written authorization. Reimbursement shall be made by credit against Purchaser's account, shall be Purchaser's sole compensation for such labor, and shall count toward the limitation of liability in Section 11. Seller shall have no obligation to reimburse Purchaser for labor not authorized in advance in writing, for overtime or premium time not expressly authorized, for work exceeding the authorized hours, or for work performed on a Product later determined not to be covered by the warranty. Work performed by Purchaser's personnel in accordance with Seller's written authorization and instructions shall not, by itself, void the warranty under Section 8(e)(i). Purchaser is responsible for the acts and omissions of its own personnel, including their qualifications, training, and compliance with Section 14, and for any damage resulting from work performed other than in accordance with

Seller's instructions. Purchaser's unreasonable refusal to cooperate under this subsection shall relieve Seller of responsibility for any resulting increase in cost or delay.

(c) Inspection and remedy. Upon written notice, Seller shall at its option either examine the Product at its site or issue authorization for return to Seller. No Product may be returned without a Return Goods Authorization (RGA) number issued by Seller. In the event a Product is returned to Seller, Purchaser shall be solely responsible for all costs and expenses associated with such shipment and shall bear all risk of loss or damage to the Product while in transit. If Seller determines upon inspection that a Product is defective and within warranty, Seller will, at its sole option, repair the Product, replace the Product, or refund the purchase price. Except as expressly provided in subsection (b) above, Seller shall not be responsible for costs of removal, reinstallation, disassembly, reassembly, decontamination, downtime, field labor, or transportation.

(d) Charges for claims not covered by warranty. If Seller dispatches personnel, or expends time or travel expense, in response to a claim under this Section 9, and Seller's inspection determines that the Product is not defective, that the claimed defect does not exist or cannot be reproduced, that the condition falls within an exclusion set forth in Section 8(e), that the applicable warranty period has expired, or that the cause of the condition is other than a defect in material or workmanship for which Seller is responsible, then Purchaser shall pay Seller for all time expended at Seller's then-current service rates, including any applicable minimum trip or call-out charge, plus all travel, freight, lodging, subsistence, testing, and teardown expenses actually incurred. Seller will make its then-current service rates available to Purchaser upon request prior to dispatch. Such amounts shall be invoiced and are payable in accordance with Section 5. No such charge shall apply to labor performed by Purchaser's personnel under subsection (b), except that Seller shall have no reimbursement obligation for such labor as provided in that subsection.

(e) THE REMEDIES STATED IN THIS SECTION 9 ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES, AND SELLER'S ENTIRE LIABILITY, FOR ANY DEFECTIVE OR NONCONFORMING PRODUCT, WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY.

10. DISCLAIMER OF WARRANTIES. THE WARRANTIES SET FORTH IN SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO AFFIRMATION OF FACT, DESCRIPTION, SAMPLE, MODEL, DRAWING, CATALOG DATA, OR ADVICE FURNISHED BY SELLER OR ANY OF ITS EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY.

11. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR REMOTE DAMAGES, OR FOR LOSS OF USE, LOSS OF PRODUCTION, DOWNTIME, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR FACILITIES, DAMAGE TO OTHER PROPERTY, OR CLAIMS OF PURCHASER'S CUSTOMERS, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM BY PURCHASER, WHETHER RELATING TO PRODUCTS DELIVERED, NON-DELIVERY, DELAY, SERVICES, OR OTHERWISE, AND WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER THEORY, SHALL BE GREATER THAN THE PURCHASE PRICE OF THE SPECIFIC PRODUCT OR SERVICE IN RESPECT OF WHICH SUCH CLAIM IS MADE. THE FOREGOING LIMITATIONS SHALL ALSO BE THE ABSOLUTE LIMIT OF SELLER'S LIABILITY FOR NEGLIGENCE OR DEFECT IN THE DESIGN, MANUFACTURE, FABRICATION, INSTALLATION, OR OTHER ACTION WITH RESPECT TO THE PRODUCTS SOLD, AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY OF ITS ESSENTIAL PURPOSE. PURCHASER ACKNOWLEDGES THAT THE PRICES QUOTED BY SELLER REFLECT THIS ALLOCATION OF RISK.

12. LIMITATION OF ACTIONS. Any action arising out of or relating to the Agreement, any Sales Document, or any Product must be commenced within one (1) year after the cause of action accrues, or it shall be permanently barred.

13. PURCHASER'S RESPONSIBILITY FOR DESIGN, SELECTION, AND APPLICATION. Purchaser is solely responsible for the design, selection, specification, application, integration, and suitability of all fabricated equipment, Products, components, and materials purchased from Seller, and for the design and safety of any system, machine, or equipment into which the Products are incorporated. Any drawings, specifications, sizing, calculations, catalog data, recommendations, or other information prepared by or furnished by Seller are for reference purposes only; Seller makes no warranty or representation concerning the accuracy or completeness of such materials or information and has no responsibility for the design, selection, or application of Products purchased by Purchaser. Purchaser is responsible for determining that the Products comply with all laws, codes, standards, and regulations applicable to Purchaser's use.

14. PURCHASER'S USE AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA). The following apply to all use of the Products:

(a) It is Purchaser's responsibility to provide all proper guards, dies, devices, tools, interlocks, and other means that may be necessary to effectively protect all personnel from bodily injury which otherwise may result from the method of particular use, operation, set-up, maintenance, or service of the Products. The operator's manual or machine manual, all applicable safety standards, OSHA regulations, and all other applicable sources and regulations should be consulted and complied with to protect personnel.

(b) The Products may not be used without all recommended or included safety devices in place and functioning.

(c) Purchaser shall ensure that all persons who install, operate, maintain, or service the Products are properly trained and qualified, and shall pass along all safety warnings, manuals, and instructions furnished by Seller to all such persons and to any subsequent owner or user of the Products.

15. FIELD ENGINEER SERVICES AND INSTALLATION. Unless otherwise specifically indicated on the face of the Sales Document, quoted prices do not include the services of Seller's field engineer or technician to supervise the installation of equipment, perform startup or commissioning, or instruct the operator in its proper use. Such services, if requested, will be furnished at Seller's then-current rates plus travel and living expenses. Where Seller furnishes supervisory services, Seller's personnel act in an advisory capacity only, and Purchaser retains sole responsibility for the installation, site conditions, jobsite safety, and the acts and omissions of its own and its contractors' personnel.

16. PROPERTY AND PATENT RIGHTS; SOFTWARE LICENSE. The following apply to all intellectual property furnished in connection with the Agreement:

(a) Seller retains for itself any and all property rights, including but not limited to all patent, copyright, and trade secret rights, in and to the Software Materials and to all designs, engineering details, documentation, and other data pertaining to any equipment designed in connection herewith, and to all rights of discovery, invention, or patent arising out of the work done in connection herewith. Purchaser expressly agrees that it will not assert any property rights herein, except the right for itself and subsequent owners to use the equipment purchased.

(b) Seller grants Purchaser a nonexclusive and nontransferable license to use one copy of the Software Materials for its own internal purposes in connection with the equipment supplied, for a term of ninety-nine (99) years. Pursuant to such license, Purchaser shall have the right to copy the Software Materials solely for back-up and archival purposes. Purchaser shall not reverse engineer, decompile, disassemble, sublicense, distribute, or create derivative works from the Software Materials.

(c) Purchaser acknowledges that the Software Materials constitute valuable trade secrets of Seller and are unpublished works in which Seller, or Seller's vendor, holds the sole and exclusive copyright. Purchaser agrees to maintain and protect the confidentiality of these trade secrets, not to disclose them or use them for any purpose not contemplated by the Agreement, and to formulate and adopt appropriate safeguards in light of its own operating activities to ensure protection of their confidentiality. Purchaser shall immediately notify Seller of any information coming to its attention indicating that there has been any loss of confidentiality of Seller's trade secret information.

(d) Purchaser shall defend, indemnify, and hold Seller harmless from and against any claim of infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property right arising out of Seller's compliance with designs, specifications, drawings, or instructions furnished by Purchaser.

17. DRAWINGS. Drawings will be provided by Seller only upon special request of Purchaser and subsequent approval of Seller. Seller may provide reproducible copies of specification sheets which list all assemblies and components; pertinent assembly drawings will be included in the instruction manual. Seller may provide original layout drawings, complete fixture drawings, and lubrication diagrams with related information. All drawings and technical data furnished by Seller remain the property of Seller, are furnished in confidence, are subject to Section 16, and shall be returned to Seller upon request.

18. RETURNS. Return of any merchandise must be authorized in writing by Seller in advance, must bear Seller's "authorized material return" Return Goods Authorization (RGA) number, and must be accompanied by a copy of the original packing slip verifying shipment from Seller's plant or warehouse. Any request to return goods must be made within ten (10) days from receipt of the goods by Purchaser. Returned goods must be current, unused, in first class saleable condition, in their original unopened containers, and shipped prepaid. Components, systems, Software Materials, and any items fabricated, modified, or procured to meet Purchaser's unique requirements or specifications are not returnable. Nonstandard, obsolete, special-order, and used material shall not be subject to return. Unless otherwise expressly agreed, an order for equivalent value must accompany returned merchandise, and all such merchandise is accepted for credit only after inspection by Seller. Purchaser returning merchandise must pay all transportation charges and bear all risk of loss or damage to the goods while in transit. Subject to the limitations of Sections 8 through 11, if goods are returned because of an error acknowledged by Seller, Seller will remedy such error without expense to Purchaser.

19. RE-STOCKING CHARGES. A re-stocking charge of not less than fifteen percent (15%) of the invoice amount, plus any charge imposed upon Seller by the original manufacturer, shall be charged for all material returned to Seller, other than material returned because of an error acknowledged by Seller or pursuant to a valid warranty claim.

20. CANCELLATION. Orders may be cancelled only with Seller's prior written consent. Notwithstanding Section 21, in the event Seller grants Purchaser cancellation of an order or any part thereof, cancellation charges shall be paid by Purchaser to Seller as follows:

(a) Any and all work that is complete or scheduled for completion within thirty (30) days of the date of cancellation granted by Seller shall be invoiced to Purchaser and paid in full.

(b) For work-in-process other than that covered by subsection (a) above, and for any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Purchaser's order, Purchaser shall pay the actual costs and overhead expenses determined in accordance with Seller's normal accounting practices, plus a minimum of fifteen percent (15%), upon invoicing.

(c) All costs of storage, insurance, hauling, boxing, handling, or other costs in connection with material owned by Purchaser but on hand at Seller's premises on account of cancellation shall be borne by Purchaser.

21. NON-CANCELLABLE AND NON-RETURNABLE ITEMS. Items identified as Non-Cancellable and Non-Returnable, and any custom, customized, or fabricated system or assembly sold to Purchaser, are non-cancellable and non-returnable and may be returned or cancelled only upon the express written approval of Seller. If no such approval is granted, Purchaser remains responsible for payment in full of any and all invoices relating to such items.

22. INDEMNIFICATION. The following indemnity obligations apply:

(a) To the fullest extent permitted by law, Purchaser agrees to defend, indemnify, and hold harmless Seller, its parent, subsidiaries, and affiliates, and their respective officers, directors, agents, and employees, against all claims, losses, damages, liabilities, expenses, and causes of action of every kind, including reasonable attorneys' fees and court costs at trial and on appeal, made or asserted by any third party arising out of, or in connection with, the Agreement or the Products sold hereunder, except to the extent caused by the sole negligence of Seller.

(b) Purchaser agrees to indemnify Seller for all costs incurred by Seller, including legal fees and court costs, as a result of any claim brought against Seller arising from Purchaser's conduct, including but not limited to Purchaser's misuse of the Products, Purchaser's failure to comply with Section 14, or, for any custom-designed Product, design decisions or product selections made by Purchaser.

(c) To the extent that the Agreement is a contract in connection with any construction, alteration, repair, or demolition of a building, structure, appurtenance, or appliance, including moving and excavating associated therewith, within the meaning of Section 725.06, Florida Statutes, Purchaser's indemnification obligations under this Section 22 shall be limited to the greater of one million dollars (\$1,000,000) or the total purchase price of the Products sold under the applicable Sales Document, which limitation the parties agree bears a reasonable commercial relationship to the Agreement.

(d) Purchaser's obligations under this Section survive delivery, acceptance, payment, cancellation, and termination.

23. WAIVERS. The following waivers are made by Purchaser:

(a) Purchaser hereby waives, for itself and for any and all persons who may assert a claim or lien in Purchaser's place or stead, whether by subrogation or otherwise, any and all liens or claims of lien against Seller for payments made by Purchaser's workers' compensation insurance carrier to Purchaser's employees for injuries alleged to have been caused by any Product sold hereunder.

(b) Purchaser hereby waives, for itself and for any and all such persons, any and all claims against Seller for contribution or for indemnity, whether such claims arise under contract, statute, common law, or otherwise.

24. DELAYS AND FORCE MAJEURE. Seller shall not be liable for damages or for delay or failure in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing: acts of God; fire; flood; hurricane, tropical storm, or other severe weather; epidemic or pandemic; war, terrorism, riot, insurrection, or civil unrest; accidents; strikes or other labor disturbances; shortage of or inability to obtain materials, components, energy, or transportation; cyber incidents or failures of utilities, communications, or transportation; embargoes, tariffs, sanctions, or other governmental acts or orders, including any priority system established by any agency of the United States Government; and failure of performance of subcontractors or suppliers for similar reasons. Failure of Seller to perform for these reasons shall not be grounds for Purchaser's cancellation of its order, but the delivery date shall be extended accordingly. If any such condition continues for more than one hundred twenty (120) days, either party may cancel the affected portion of the order without further liability, except that Purchaser shall pay for work performed and materials procured through the date of cancellation in accordance with Section 20.

25. COMPLIANCE WITH LAWS AND EXPORT CONTROL. Each party shall comply with all applicable laws and regulations. Purchaser shall not export, re-export, or transfer any Product, Software Materials, or related technical data in violation of United States export control, sanctions, or anti-boycott laws and regulations, and shall obtain all licenses and approvals required for any export. Purchaser shall indemnify Seller for any violation of this Section by Purchaser or its customers.

26. NO WAIVER. Seller's failure to insist, in one or more instances, upon the performance of any term hereunder shall not be construed as a waiver or relinquishment of its right to such performance or to the future performance of such term, and Purchaser's obligation with respect thereto shall continue in full force and effect. No waiver shall be effective unless in writing and signed by an authorized representative of Seller.

27. NOTICES. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, or by nationally recognized overnight courier, to the other party at its respective address

contained herein or in the Sales Document. Seller's address is Power Systems Inc. of Florida, 355 Gus Hipp Blvd, Rockledge, FL 32955, Attention: Chief Operating Officer. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party may change its address for notice purposes by written notice to the other party.

28. ASSIGNMENT. The Agreement may not be assigned or otherwise transferred by Purchaser, by operation of law or otherwise, without the prior written consent of Seller, and any such attempted assignment or transfer without such consent shall be null and void and of no force or effect whatsoever. Seller may assign the Agreement to any affiliate or to any successor to all or substantially all of its business or assets. The Agreement binds and inures to the benefit of the parties and their respective permitted successors and assigns.

29. SEVERABILITY. The invalidity or unenforceability, in whole or in part, of any provision of the Agreement shall not affect the validity or enforceability of any other of its provisions, and the remaining provisions shall be enforced to the fullest extent permitted by law.

30. COMPLETE AGREEMENT. These Terms and the Sales Document constitute the entire Agreement between the parties and cancel and supersede all previous agreements, understandings, representations, and price quotations, if any, whether oral or written, between the parties. Except as otherwise provided herein, the Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Purchaser and Seller.

31. SURVIVAL AND HEADINGS. Sections 5, 6, 9 through 14, 16, 22, 23, 25, and 32 shall survive completion of performance, cancellation, or termination of the Agreement. Section headings are for convenience of reference only and shall not affect the construction or interpretation of any provision.

32. APPLICABLE LAW, VENUE, AND JURY WAIVER. The Agreement, and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

THE EXCLUSIVE JURISDICTION AND VENUE OF ANY LEGAL PROCEEDINGS FOR THE RESOLUTION OF DISPUTES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT OR ANY SALE BY SELLER TO PURCHASER SHALL BE IN THE FEDERAL OR STATE COURTS SITTING IN BREVARD COUNTY, FLORIDA. PURCHASER HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF ALL SUCH FEDERAL AND STATE COURTS AND WAIVES ANY OBJECTION BASED UPON VENUE OR FORUM NON CONVENIENS. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE PRODUCTS SOLD HEREUNDER.