



Waves SolarEnergy LLC
1210 N 14th St
Indianola, IA 50125
www.wavessolarenergy.com

TERMS AND CONDITIONS AND LIMITED WARRANTY

ACCEPTANCE. All orders shall become effective only upon written order acknowledgment by Waves Solar Energy LLC at Indianola, IA 50125. Except as expressly modified in a written instrument signed by an authorized representative of Waves Solar Energy LLC, or as set forth in Waves Solar Energy LLC's quotation or order acknowledgment, these Terms and Conditions and Limited Warranty shall exclusively govern Purchaser's order. Waves Solar Energy LLC expressly rejects any additional or conflicting terms, conditions, or provisions proposed by Purchaser, whether submitted before or after acceptance.

SCHEDULING. Waves Solar Energy LLC's shipping date specified in Waves Solar Energy LLC quotation or purchase order acknowledgment is approximate, and Waves Solar Energy LLC shall use reasonable commercial efforts to effect timely shipment. Furthermore, Waves Solar Energy LLC shall not be liable for any delay in the performance of orders or contracts or in the delivery or shipment of goods, or for any damages suffered by Purchaser by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arising from Purchaser's fault, fires, floods, accidents, riots, acts of God, war, governmental interference, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of those herein before specified) beyond the control of Waves Solar Energy LLC, Indianola, IA 50125.

CANCELLATIONS. Prior to shipment, Purchaser may request cancellation or delayed delivery of an order, in whole or in part, only with the prior written consent of Waves Solar Energy LLC, and upon payment to Waves Solar Energy LLC of any cancellation or delayed delivery charges, in amounts to be determined by Waves Solar Energy LLC.

SALE AND DELIVERY. Unless otherwise agreed in writing, sale and delivery of the goods hereunder shall be made EXW or FCA (Incoterms® 2020), at the option of Waves Solar Energy LLC, at Waves Solar Energy LLC's dock in Indianola, IA 50125, at which time all risk of loss or damage shall pass to Purchaser. All shipments and packaging shall be made in the manner determined by Waves Solar Energy LLC, unless otherwise requested by Purchaser, in which event any additional charges or expenses resulting therefrom shall be borne by Purchaser.

TAXES. Any and all sales, use, excise, and similar taxes, duties, and other charges imposed by any governmental authority, foreign or domestic, on any goods sold or contracted to be sold shall be paid by Purchaser and added to the purchase price, unless appropriate tax exemption certificates, in form and substance satisfactory to Waves Solar Energy LLC, are provided to Waves Solar Energy LLC.

PAYMENTS.

a. All payments shall be made in U.S. Dollars, without discount, unless otherwise specified in Waves Solar Energy LLC's order acknowledgment. Credit card payments are not accepted, except as expressly authorized in Waves Solar Energy LLC's order acknowledgment.

b. Payment terms are 100% payment in advance (PIA), unless otherwise agreed in writing by Waves Solar Energy LLC in its order acknowledgment. Delinquent payments shall be subject to a service charge on the unpaid balance, calculated from the invoice date at the lesser of 1.5% per month or the maximum rate permitted by applicable law, until paid in full. If Purchaser's financial responsibility becomes unsatisfactory to Waves Solar Energy LLC for any reason, or if Purchaser is in default under any order with Waves Solar Energy LLC, Waves Solar Energy LLC may require full payment in cash prior to shipment of the goods.

c. Upon Purchaser's prior written request and subject to arrangements satisfactory to Waves Solar Energy LLC, Waves Solar Energy LLC, in its sole discretion, may accept irrevocable letters of credit in its favor issued by a United States bank acceptable to Waves Solar Energy LLC.

INFRINGEMENT, ETC. With respect to goods manufactured to Purchaser's specifications, Purchaser shall indemnify, defend, and hold harmless Waves Solar Energy LLC from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any actual or alleged infringement of any patent, copyright, trademark, or other proprietary right, or any claim of unfair trade practices or unfair competition, in each case arising from or related to the use, possession, sale, or delivery of such goods sold by Waves Solar Energy LLC.

REPRODUCTION RIGHTS. All drawings, specifications, reports, photographs, and other data relating to any order, and all proprietary rights and interests therein and in the subject matter thereof, shall be and remain the exclusive property of Waves Solar Energy LLC. Purchaser agrees that it shall not use Waves Solar Energy LLC's drawings, specifications, or other materials covered by this order, or reproduce, disclose, or otherwise appropriate the same, or any similar article obtained from any other source, without the prior written authorization of Waves Solar Energy LLC.

LIMITED WARRANTY.

a. Waves Solar Energy LLC warrants to the original Purchaser of any new goods that such goods shall be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment by Waves Solar Energy LLC. The obligations of Waves Solar Energy LLC under this Limited Warranty shall be limited, at Waves Solar Energy LLC's sole option, to repair, replacement with new or reconditioned parts, or issuance of credit for any goods,

parts, or materials determined to be defective. All costs incurred by Purchaser for labor or other expenses associated with the repair or replacement of such goods, parts, and/or materials shall be the sole responsibility of Purchaser.

b. Waves Solar Energy LLC shall not be responsible for any damage or failure of performance resulting from:

(i) accident, negligence, alteration, modification, improper or faulty installation, abuse, or misuse;

(ii) attempted or actual dismantling, disassembly, servicing, or repair by any person not authorized by Waves Solar Energy LLC; or

(iii) damage caused by handling during shipment or any other movement after shipment.

RETURNS. No goods may be returned without the prior written authorization of Waves Solar Energy LLC. All return requests must include the applicable model number, serial number and/or part number, the reason for return, and a description of the alleged defect, if any.

a. All approved returns must be shipped prepaid by Purchaser.

b. For returns made within sixty (60) days of shipment, other than returns resulting from Waves Solar Energy LLC's error, any credit issued shall equal the amount paid by Purchaser less applicable handling and restocking fees, which may be up to twenty-five percent (25%) of the purchase price.

c. For returns made more than sixty (60) days after shipment, any credit issued shall equal the amount paid by Purchaser less handling and restocking fees in excess of twenty-five percent (25%), in amounts to be determined by Waves Solar Energy LLC.

SECURITY INTEREST. Purchaser grants Waves Solar Energy LLC a security interest in the goods until full payment is received. Purchaser authorizes Waves Solar Energy LLC to file financing statements or take any other action necessary to perfect and protect such security interest.

ARBITRATION. Disputes shall be submitted to final and binding arbitration in Columbia County, State of New York, under the Commercial Rules of the American Arbitration Association. A single arbitrator shall preside.

Either party may seek provisional relief in court, but arbitration decisions are binding. Non-appearance by a party

does not prevent an award being issued. Expenses may be awarded to the prevailing party.

BASIS OF BARGAIN. Both parties acknowledge that the warranty disclaimers and liability limitations were part of the consideration in forming this agreement

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SEVERABILITY. These Terms and Conditions and the Limited Warranty constitute the entire agreement between Purchaser and Waves Solar Energy LLC. Any modifications must be in writing and signed by an authorized representative of Waves Solar Energy LLC. If any provision is held to be unlawful, invalid, or unenforceable, such provision shall be limited or modified to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

GOVERNING LAW. THESE TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY OF WAVES SOLAR ENERGY LLC SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA, USA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS. THE RIGHTS AND OBLIGATIONS OF ALL PARTIES, AND OF ALL PERSONS OR ENTITIES CLAIMING HEREUNDER, SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

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