
Equipment Terms and Conditions

Acceptance of Terms

By submitting a purchase order or accepting the price quoted by Nationwide Power Solutions, Inc., ("NP") for the products or services described herein, Customer accepts and is bound by these standard terms and conditions. No additional or differing terms or conditions proposed or delivered by Customer, shall retroactively alter NP's quoted price, this Agreement, or these terms and conditions in any way. This Agreement, including all of its terms and conditions, may only be amended in writing when signed by both parties. In the event there is any discrepancy between the purchase order submitted, NP's price quote, or this Agreement, the terms of the quote and this Agreement shall control.

Prices

Prices for the products shall be as specified in NP's applicable price schedule or other written quotation. Customer's orders are subject to acceptance by NP. All price quotations issued by NP are firm for a period of 45 days unless otherwise indicated therein by NP. EXCEPT AS SPECIFIED IN THIS SECTION, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than estimated or projected quantities.

NP prices do not include any applicable freight costs, sales, use, or other taxes, and the amount of any such taxes which NP may be required to pay or collect shall be added to each invoice or separately invoiced by NP to Customer, and Customer shall promptly pay such invoices. If start-up services are included in the price, additional fees may apply if the start-up is performed within two weeks or is re-scheduled due to Customer delays.

Payment Terms

Each shipment of products shall be considered a separate transaction and payment shall be made accordingly. Unless otherwise agreed to in writing by NP, payment for products shall be made Net 15 days from date of NP invoice. An invoice will be issued upon delivery of the products to the common carrier at the FOB shipment point. Customer shall provide 50% of the total purchase price as down payment for all orders with a total purchase price exceeding \$50,000. The down payment must be received by NP prior to NP placing an order for such Equipment with the manufacturer. Customer will pay any local, state or federal sales, excise, use or other taxes which may be levied upon the service or materials provided pursuant to this Agreement. Customer will be responsible for any additional costs for Customer required union labor. Unless otherwise agreed to in writing by both parties, all materials shall be shipped FOB Origin for destinations in the United States or EXWORKS (INCOTERMS 2010) for destinations outside the United States.

Advance Payments/Suspension

If NP reasonably believes that the financial condition of the Customer is impaired or otherwise has a reasonable basis for insecurity as to the Customer's ability or intention to comply with this Agreement, NP may require full or partial payment in advance, suspend its performance or revoke its acceptance of Customer's order. If shipments are delayed by Customer, NP shall have the right to demand payment Net 15 days from the date NP is prepared to make shipment. Products held for Customer because of such a delay in delivery shall be held at the risk and expense of Customer.

Delivery, Risk of Loss, and Title

NP will use reasonable efforts to fill Customer's orders in a timely manner. It is understood however that lead time requirements and delivery dates will vary according to manufacturer's production schedules and other conditions and that all delivery dates are only estimates. Delay in delivery of any shipment shall not relieve Customer of its obligations to accept such shipment or any other shipment. Risk of loss passes to the Customer, FOB shipment point. Notwithstanding any request by Customer, NP shall without incurring any liability exercise its own discretion in selecting the method of shipment and carrier. NP shall retain title to all products and parts sold to Customer until fully paid for by Customer. In furtherance of the foregoing Customer hereby grants to NP a security interest in the products and parts purchased by Customer from NP and all proceeds thereof to secure the performance of all obligations of whatever kind or nature due by Customer to NP under these terms and conditions. Customer authorizes NP to file such financing statement(s) including any necessary or required amendments thereto, describing the products and parts as NP shall deem necessary to confirm, perfect and maintain its retained ownership thereof or the security interest granted under these terms and conditions.

Warranty – Unless this Agreement specifically provides otherwise, NP's warranty obligation with respect to Equipment included under this Agreement shall be limited to those express warranties made to NP by the manufacturer and which are transferrable to the Customer. This warranty is Nationwide Power's sole warranty with respect to the Equipment and is in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a specific purpose, which are specifically disclaimed.

Force Majeure

NP shall not be liable to Customer for any failure to perform or delay or failure of delivery due to any cause beyond NP control, including, without limitation, act of God, act of Customer or any of its representatives, embargo, act of governmental authority, or other government act, regulation or order, fire, accident, strike, slow down, other labor difficulty, war, riot, delay in transportation, delay in manufacturer's inability to obtain necessary labor, materials, fuel, or manufacturing facilities from usual sources or energy shortages. In the event of such a delay the date for delivery shall be extended for a period reasonably necessary to overcome the effect of such delay and if such a delay is caused by act of Customer or any of its representatives, NP shall be reimbursed for any additional costs rising from such delay.

Cancellation

Customer's cancellation of its order shall entitle NP to recover cancellation charges in the amount of either (i) in the case of products shipped, the price of such products or (ii) in the case of products which have not been shipped, 25% of the order price as liquidated damages.

Regulatory Laws and Standards

NP makes no promise or representation that the products will conform to any federal, state, or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by a duly authorized office of NP. Prices do not include the cost of any inspection or permits.



YOUR CRITICAL POWER INFRASTRUCTURE PARTNER

1060 Mary Crest Road | Henderson, NV | 89074

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nationwidepower.com

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Export Controls

NP is selling the products to Customer for use and/or resale within the United States. If Customer chooses to export any product for any technology related there to, Customer shall be responsible for complying with all applicable United States export laws and regulations and all amendments, modifications or additions thereto, including the United States Export Administration Act, as amended, the export administration regulations, as amended, and all laws and regulations related to re-export. Customer shall indemnify and hold NP harmless from all liabilities, damages, costs and expenses arising from or connected with any breach of Customer's obligations under this section.

Termination

NP may terminate any obligation to Customer with respect to the sale of products as set forth in these terms and conditions immediately by notice to Customer if (a) Customer shall fail to make any payment on the date due or to accept delivery of any shipment, (b) Customer shall make an assignment for the benefit of creditors (c) Customer shall admit in writing inability to pay its debts as they mature (d) a trustee or receiver or all or a substantial part of Customer's assets shall be appointed by any court; (e) any bankruptcy or reorganization proceedings shall be instituted by or against Customer; (f) Customer becomes insolvent or unable to pay its debts as they mature, or (g) NP has reasonable bases for insecurity with respect to Customer's performance within 10 days of NP's demand for assurance. NP may also terminate any such obligation to Customer on 30 days' notice for failure of Customer to comply with any other of its obligations contained in these terms and conditions of sale; provided such failure shall not have been corrected during such 30-day period.

Indemnity/Limitation of Liability

NP shall indemnify Customer for and hold Customer harmless from any damage or bodily injury to any persons or property to the extent caused by the negligence or willful misconduct of NP in the performance of this Agreement. **IN NO EVENT SHALL NP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS, OR EXPENSE (INCLUDING, BUT NOT LIMITED TO DELAY DAMAGES, LOSS OF USE, LOST REVENUE, LOST DATA, OR LOST PROFIT).** NP'S LIABILITY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THIS CONTRACT OR THE SALE OR USE OF THE GOODS OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE FOR THAT PORTION OF THE GOODS OR SERVICES WITH RESPECT TO WHICH DAMAGES ARE CLAIMED.

Insurance

NP agrees to maintain insurance policies with limits as follows: Commercial General Liability with limits of \$1,000,000 Each Occurrence Bodily Injury and Property Damage, \$2,000,000 General Aggregate; Automobile Liability policy with combined single limit of \$1,000,000 each occurrence; Excess Liability Umbrella with limits of \$8,000,000 Each Occurrence and General Aggregate; and Worker's Compensation insurance as prescribed by the law of the state(s) in which NP's services under this Agreement shall be performed. Upon request, NP shall provide Customer with a Certificate of Liability Insurance. NP shall include Customer as additional insured on NP's policies of liability insurance. When applicable, NP shall include any other beneficiary as their interests may appear, as additional insured, but only when required by Customer. If Customer requires coverage or limits in addition to those in effect as of the date of the Agreement, premiums for additional insurance shall be paid by the Customer.

Relationship of Parties

The relationship of the parties under this Agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.

Assignment

Customer shall provide written notice to NP prior to transferring or assigning its rights under this Agreement.

Waiver

The failure by either party to enforce any right or remedy of this Agreement shall not be construed as a waiver of such right or remedy nor be construed as a waiver of such party thereafter to enforce such provision.

Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Governing Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, U.S.A. without reference to any conflicts of law provisions. Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any federal court sitting in the State of Nevada, U.S.A., or any Nevada state court in any legal proceeding arising out of or relating to this contract. Each party agrees that all claims and matters may be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient, or similar grounds.

Legal Costs

Should either party hereto institute any litigation to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party to resolve such litigation.

Entire Agreement

This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.



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