

Service 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 therein, 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 contract price, Service Agreement or these terms and conditions in any way. This Service 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 and the bid quoted by NP, the terms of the bid and this Service Agreement shall control.

Maintenance Services

NP shall provide maintenance services for the equipment described herein ("the Equipment") according to the terms and conditions of this Service Agreement (the "Agreement").

Payment Terms

The fee for this contract shall be the amount set forth in this Agreement. The Contract Term shall be the dates specified herein. Payment terms are net due prior to contract start date payable in U.S. currency. Additional charges may apply for contracts billed with extended payment terms. Late payments shall be subject to a late payment charge of 1.5% per month. All credit and payment terms are subject to credit approval by NP and, if credit has been extended by NP, the amount of credit may be changed or withdrawn by NP at any time. If Customer fails to pay NP any amounts due pursuant to the terms of this Agreement within the time period required, NP may withhold services to be provided under this Agreement. 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, including batteries, shall be shipped FOB Origin Prepaid & Add.

Termination of Agreement

Either party shall have the right to terminate this Agreement at any time and for any reason, upon thirty (30) days' written notice of the intent to terminate the Agreement. NP shall refund to the Customer a prorated amount of any prepaid, unused Maintenance charges.

Maintenance

NP agrees to maintain the equipment listed in the Agreement. During the term of this Agreement, NP shall, in accordance with the level of service purchased, furnish all necessary service, parts and materials to maintain the system in good working condition. NP shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of equipment by another party. In the event of such an occurrence, NP reserves the right to immediately terminate the Agreement, or if NP agrees to continue service, then NP will invoice separate of this Agreement for costs incurred to return the equipment to industry standards, in accordance with NP's prevailing time and materials rates (including parts, labor and materials). NP shall not be liable for future damages arising from the services performed by a Customer or a Customer-authorized third party.

Preventive Maintenance Visits

With respect to the Preventive Maintenance (PM) purchased under this Agreement, NP will use its best effort to schedule the PM visits as stated in the term of the Service Agreement Coverage. Should the Customer cancel a confirmed PM visit with less than 3-business days' notice prior to the scheduled service date, Customer may be charged for any expenses incurred (including but not limited to, associated travel expenses and field engineer time). Should the Customer not permit a PM to be completed prior to the Agreement End Date, Customer agrees that NP's obligation for that PM has been fulfilled.

Warranties: the following Warranties apply to the Services:

Warranty – Full Service Coverage

In the case of any Full Service Coverage plan (where parts coverage is included under the Agreement), the Services are warranted to be free from defects in labor for the duration of the Agreement or for 30 days from the date of service, whichever is longer and free from defects in parts for the duration of the Agreement or for 90 days from the date of installation, whichever is longer. Liability under this warranty is limited to re-performance and replacement of any defective labor and parts. This warranty is NP's sole warranty with respect to the Services 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.

Warranty – PM Only and T&M Services

Services are warranted to be free from defects in labor for 30 days from the date of service and free from defects in parts for 90 days from the date of installation. Liability under this warranty is limited to re-performance and replacement of any defective labor and parts. This warranty is NP's sole warranty with respect to the Services 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.

Obsolescence

For component parts and systems deemed obsolete by the manufacturer, NP will source replacement parts to the best of its ability. Should replacement parts for these obsolete component parts and systems not be available, NP will notify customer of such; and where applicable, provide a pro-rata credit for the balance of the Agreement where parts coverage is included under the Agreement.

Pre-Existing Conditions

If NP determines the equipment has not been properly maintained and/or has a pre-existing condition whereby NP must perform maintenance to bring the equipment up to such standards, then all costs shall be borne by the Customer at NP's prevailing time and materials rates (including all parts, labor, and expenses).

Limitation on Equipment and Services Covered by this Agreement

In the case of Full Service Coverage, this Agreement, and NP's obligations hereunder, covers only the equipment listed on the Agreement. This Agreement only covers labor and materials required due to damages to or failure of the System caused by wear and tear resulting from normal use, except battery and full capacitor replacements. This Agreement does not cover service calls requested by the Customer that are unrelated to the Equipment. This Agreement does not cover damages caused by misuse, negligence, accident, theft or unexplained loss, abuse, fire, flood, wind, lightning or other electrical surge, tornado, sandstorm, hail, explosion, earthquake, smoke, vandalism, terrorism, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than NP. Misuse shall apply whereby the equipment is operated in a condition extending outside of the equipment manufacturer's recommended operating conditions or specifications, environmental conditions, which include but are not limited to: dew point, temperature, cleanliness, or exceeds the equipment's original design limits.

Additional Work

If Customer requests that NP provide services or materials, during the term of this Agreement, which are not defined in this Agreement ("Additional Work"), NP agrees to perform such Additional Work provided that Customer has provided the scope and has authorized in writing such Additional Work. The performance of such Additional Work shall be subject to and governed solely by the terms and conditions of this Agreement.

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's 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.



YOUR CRITICAL POWER INFRASTRUCTURE PARTNER

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Service Terms and Conditions

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.

If the Customer purchases a Battery Replacement Project, the following terms and conditions shall apply:

Payment Terms

For Battery Replacement Projects, payment 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.

Warranty – Batteries – NP's installation labor provided under this Agreement is warranted to be free from defects for 30 days from the date of installation. NP's warranty obligation with respect to Batteries 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 NP's sole warranty with respect to the Batteries 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.

Risk of Loss and Title Transfer

Risk of Loss passes to the Customer upon shipment. 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 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 this Agreement. Customer authorizes NP to file such financing statement(s) including any necessary or required amendments thereto, describing the products as NP shall deem necessary to confirm, perfect and maintain its retained ownership thereof or the security interest granted under this Agreement.

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.



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