

CLARK POWER SYSTEMS, INC

11441 Challenger Avenue

Odessa, FL 33556

Standard Terms & Conditions

SUPPLIER DEFINITION: Clark Power Systems, Inc. (Supplier) provides equipment, in part or in whole, under the trade name CPS, Inc. These terms and conditions apply to any contract where the SUPPLIER provides any equipment, including but not limited to fabricated products or field services.

PROPOSAL EXPIRATION DATE: This proposal is firm for seven (7) days from origination date, or as otherwise stated in the SUPPLIER proposal. Prior to acceptance, the proposal may be revised or withdrawn with no obligation on the part of the SUPPLIER.

CUSTOMER ACCEPTANCE & CANCELLATION: A purchase order covering the equipment herein specified shall be considered by both parties as an acceptance of this proposal and all provisions set forth herein. Any terms stated on the purchase order to the contrary notwithstanding. All purchase orders, once received by SUPPLIER are cancelable only if the CUSTOMER pays for all equipment designed, ordered and manufactured by SUPPLIER up to the cancellation date plus all other expenses incurred plus a 15% surcharge. Cancellation must be in writing. Where the customer places a hold on any order, the same terms apply as for a cancellation, less the surcharge. All due Net 30 from the order hold date.

DELIVERY OF EQUIPMENT: Delivery of equipment is defined in proposal. Delivery dates are based on time after receipt of order. For orders with no down payment, the receipt of order date occurs upon receipt of written purchase order. If a down payment is required, receipt of order is the date of receipt of the down payments. SUPPLIER is not responsible for delays that occur due to untimely transmittal of information by CUSTOMER or its suppliers. SUPPLIER is also not responsible for other delays caused by conditions defined below under FORCE MAJEURS. In some cases, the delivery is based on print sign off.

Please refer to the estimate in this case.

INSPECTION: The SUPPLIER welcomes inspection of customer's finished parts. Approval from CUSTOMER represents acceptance on the part of the customer. No back charges will be honored after approval to ship.

CUSTOMER DELAY OF DELIVERY: Delivery of products will proceed per the contract schedule unless delayed by CUSTOMER'S written request. If delayed by CUSTOMER, SUPPLIER will invoice for all work performed to date. In addition SUPPLIER will invoice finance charge of 1 1/2% per month (18% Annual) of the outstanding balance and storage charges incurred by the SUPPLIER until the CUSTOMER resumes the project.

PAYMENT: Terms of payment are as stated in the proposal. Unless stated otherwise, all prices are in U.S. Dollars. If none are stated, the terms for orders whose total is less than \$10,000 are NET 30 days after shipments. If the total order is equal to or greater than \$10,000 and no terms are stated in the proposal, then progress payments are required as follows: 33% down payment, 33% due 30 days after receipt of order and 33% balance (partial shipments allowed). For orders originating outside the United States and Canada, progress payments are required. All invoices past 30 days will incur a late fee of 1 1/2% per month (18% per annum). Terms apply to EACH partial shipments. Clark Power Systems does not accept credit cards (VISA, Master & AmEx) with a 3% surcharge added. This limit is \$25,000.00 The 3% surcharge may be waived on standard products. The above payments are subject to credit approval by CPS Inc.

FREIGHT: Unless stated to the contrary in the proposal, all prices are FOB point of manufacture.

CONFIDENTIAL AND PROPRIETARY: All information disclosed by CPS Inc shall be the sole property of CPS Inc. This would apply and include drawings, designs, schematics or similar delivered by emails, photos, text messages, etc. The receiving party has no rights by license or otherwise in the confidential information. The confidential information may pertain to prospective or unannounced products. The receiving party may not use any confidential or proprietary information to have a third party develop a competing or similar plan.

WARRANTY POLICY: CPS Inc warrants that its new manufactured electrical equipment to be free from defects in material and workmanship under proper use within design limitations and maintenance in accordance with its written recommendations and specification, for a period of 1 (refer to CPS Inc estimate or quote) year/s from the date of delivery (see bill of lading for delivery date or this signed warranty registration form). CPS Inc's sole and exclusive liability under the foregoing warranty shall be to repair or replace (at CPS Inc. option) broken or defective electrical parts returned to CPS Inc. Provided that: a) the damaged part or unit was not caused by a freight company the customer contracted with for shipping purposes. b) the defective part or part's be promptly reported and sent back for evaluation to CPS Inc within such warranty period and not later. Repaired or replacement parts will be provided at no cost to the Customer, however, the cost of shipping, removing and installing such parts will be paid by the Customer. This warranty is void if the equipment has been altered or damaged by the Customer or operated under loads or electrical characteristics other than those prescribed by CPS Inc. This warranty excludes any component parts not manufactured by CPS Inc. It also excludes any related part failures which may have been caused by incoming line electrical power surges, over heating due to improper cooling equipment or lack thereof, failing to meet cooling specifications listed on the name plate/s, spikes, under or over voltage, or acts of god. A voided warranty may also result from the following: a) not having a qualified professional electrical installer install, start up and calibrate the equipment/unit. b) not strictly abiding by the installation, start up and maintenance manuals provided by CPS. c) not following all current NEC codes and regulation (Customer is responsible if required products need to be NRTL listed). d) not properly maintaining the equipment as outlined by CPS. e) removal, tampering with or destruction of CPS's labels and markings to include: nameplates/s, specification tags, patent pending, copyright, model or serial numbers, danger or warning labels/signs. CPS Inc. will not be held liable or responsible and will not be obligated to provide any technical information or support for any issues related to NRTL certifications, permits, special listings, authorization, authority have jurisdiction, governmental agencies/approvals or other that were not signed off by a CPS authorized representative on a final sales contract. In no event will CPS Inc. be responsible or liable for ideas, concepts, calculations, designs and other technical matters. The Customer and their technical staff will have all final decisions on all above matters. CPS Inc. will not be responsible or liable for production, product damage losses. Injury or death can occur!

All dimensions provided by CPS are always approximate unless exclusively signed off by a CPS authorized representative. CPS Inc reserves the exclusive right in determining the exact cause of any part failure. Confidential and Proprietary Information disclosed by CPS Inc. shall be the sole property of CPS Inc. especially when the job is listed as a "Custom Unit". This would apply and includes drawings, designs, schematics, pictures or similar delivered emails, voice, fax, text message, postal mail, etc., required for a warranty claim, tech support or any other matter. The receiving party has no rights by license or otherwise in the confidential information. The receiving party may not use Confidential or Proprietary information to have a third party develop a competing or similar plan.

The Forgoing warranty is in lieu of all other warranties, expressed or implied, including, but not limited to any implied warranty or merchantability or fitness for any particular purpose.

TAXES AND DUTIES: The CUSTOMER is liable for all local, state, federal, import and foreign taxes and duties pertaining to the equipment and or service specified and associated with this proposal. CUSTOMER will hold SUPPLIER harmless.

FORCE MAJEURS: No party hereto shall be responsible or liable for failure or delay in performing and of its obligations hereunder due to causes beyond its control, including, but not limited to fire, storm, flood, earthquake, explosion, terrorist acts, accident acts of public enemy, war, rebellion insurrection, sabotage, epidemic, quarantine, labor disputes, labor shortage, transportation embargo or failure or delays of transportation, acts of God, acts of any national or local government or agency thereof or the order of any court of competent jurisdiction.

PUBLIC LIABILITY AND WORKMEN'S COMPENSATION: SUPPLIER shall maintain such insurance as will protect itself and the CUSTOMER from claims under Workmen's Compensation acts and other employee benefits act.

TITLE: The title to all material and work furnished shall remain with SUPPLIER until all terms and conditions of this contract have been fully met and complied with by CUSTOMER.

VENUE: Any disagreement that may arise during the contract shall be settled using the laws and, if necessary, the courts of the State of Florida, Pasco County USA

ERRORS & CONTRADICTIONS: Stenographic or clerical errors are subject to correction. All terms and conditions are as stated herein unless modified by the proposal.