



Standard Terms and Conditions of Sale

ALL PURCHASE ORDERS INCORPORATE AND ARE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS OF SALE ("Terms") BETWEEN STORAGE BATTERY SYSTEMS, LLC ("Seller") AND THE PURCHASER IDENTIFIED ON THE FACE OF THE PURCHASE ORDER (the "Purchaser") FOR THE SALE OF GOODS (the "Products"). IN THE CASE OF ANY CONFLICT BETWEEN THESE TERMS AND THE FACE OF ANY PURCHASE ORDER ("Purchase Order"), THESE TERMS WILL CONTROL.

- Pricing.** All shipments will be billed at prices in effect at the date of Purchase Order unless otherwise stated. All prices are based on the quantities quoted, and any change in the quantities may affect the price. No discounts will be allowed unless specifically agreed to in writing by Seller. While we endeavor to advise customers about price changes, prices are subject to change without notice. We continually work to improve the quality of our products, therefore product specifications, designs and packaging may change without notice. Seller may substitute Products of comparable quality for Products listed in Purchaser's purchase order or similar document.
- Taxes and Fees.** Prices do not include sales, use, excise, or other taxes. Any such tax that Seller is required by law to collect will be added to the invoice price based on the tax rates in effect at the time of shipment. Tax exemptions certificates shall be provided to Seller on request. If Seller prepays shipping, insurance, duties, or other related charges, Purchaser agrees to reimburse Seller promptly for such charges.
- Payment Terms.** Standard payment terms are Net 30 to approved accounts, unless otherwise specified in writing. Seller reserves the right to set credit limits and requirements at any time and for any account. On any past due invoice, Seller may impose interest of 1.5% per month or at the highest rate permitted by law (whichever is less). If Purchaser fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Purchaser. In the event of default by Purchaser, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.
- Shipping Terms.** Unless otherwise specified in writing, all domestic shipments shall be delivered F.O.B. origin at Seller's shipping dock, and all shipments to locations outside the United States shall be delivered Ex Works at Seller's dock to Purchaser's designated carrier in accordance with the version of Incoterms in effect as of the date of the order. The risk of loss and title to Products shall pass upon such delivery.
- Delivery.** All scheduled delivery dates are estimates based on a normal workload, and all deliveries are subject to change without liability to the Company. Seller will use every commercially reasonable effort to make shipments as scheduled and may make partial shipments unless otherwise specified by Purchaser. Seller will not be liable for any delays incurred due to causes beyond its reasonable control, including, but not limited to, acts of God, actions by any governmental authority, terrorism, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labor, equipment, transportation, or court injunction.
- Changes.** No order or agreement accepted by Seller may be cancelled or modified without Seller's written consent. In the event of cancellation or deferral of deliveries on an order, the Purchaser assumes immediate liability for any completed part of the order, any material procured, or tooling work performed and may be asked for immediate payment of the charges involved.
- Warranty.** Seller provides a limited warranty for the Products in accordance with Seller's warranty documentation. Warranty duration varies by product. Contact customer service (800.554.2243) for details. This warranty is exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory, and purchaser agrees that the products are sold "as is".
- Limitation of Liability.** SELLER AND ALL OF ITS AFFILIATES SHALL IN NO EVENT HAVE OBLIGATIONS OR LIABILITIES TO PURCHASER OR ANY OTHER PERSON FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS OR THE PROGRAMS, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, SELLER AND ALL OF ITS AFFILIATES SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE. IN NO EVENT SHALL SELLER OR ITS AFFILIATES LIABILITY EXCEED THE AMOUNT RECEIVED BY SELLER FOR THE PRODUCTS.
- Returns.** Purchaser must obtain permission from Seller to return Products. All shipments of returned Products must be marked with the assigned Returned Merchandise Authorization (RMA) number indicating cause and nature of any product defect. RMA numbers are valid for 30 days from the date Seller provides Purchaser with the RMA number (the "Return Period") and all associated Products must be received within the Return Period. If Seller does not receive all information it requires within the Return Period, Seller may return Products to Purchaser at the Purchaser's expense. Only catalog Products within their warranty period and of current design are accepted for return to stock. Special or custom engineered Product is non-returnable. Products returned for stock are subject to a minimum of 25% - 50% restocking fee and must be in new, saleable condition including packaging. Specially packed Products may require a higher handling charge at Seller's discretion. Retail packaged Products must be returned in undamaged packaging. Final disposition of credit is made based on Seller's evaluation. No deduction for returned Products is allowable for the remittance until a credit memo has been issued by Seller. All returned Products must be shipped freight prepaid and accompanied with copies of the original invoice. Seller reserves the right to ship all Product in conformance with the latest design improvements.

Northern Headquarters: N56 W16665 Ridgewood Dr., Menomonee Falls, WI 53051 – Tel: 262-703-5800 | **Southern Headquarters:** 21448 Marion Lane, Mandeville, LA 70471 – Tel: 985-801-5000 | **Lake Charles:** 330 Alamo St., Lake Charles, LA 70601 – Tel: 866-793-4300 | **Houston:** 207 Deerwood Glen Dr., Deer Park, TX 77536 - Tel: 713-395-4500 | **Dallas:** 2670 Observation Trail Rockwall, TX 75032 – Tel: 214-247-5150 | **Lakeland:** 3629 Reynolds Rd., Lakeland, FL 33803 – Tel: 863-904-6050 | **Ft. Lauderdale:** 111 NW 25th Ave. Ft. Lauderdale, FL 33311 | **Mobile:** 900 Western America Circle, Suite 214 Mobile, AL 36609 – Tel: 251-345-7767 | **Appleton:** N922 Tower View Dr., Unit J, Greenville, WI 54942 – Tel: 920-757-1175 | **Chicago:** 179 Easy St., Carol Stream, IL 60188 – Tel: 630-221-1700 | **Fort Wayne:** 7603 Honeywell Dr., Fort Wayne, IN 46825 – Tel 260-420-5170 | **Elkhart:** 1609 Okema St., Elkhart, IN 46516 – Tel: 574-295-7025

10. **Patents.** Seller makes no warranty or representation that the use or sale of the Products, whether alone or in combination with other products, will not infringe the claims of any patents, trademarks, registered designs, or other proprietary rights of any party and Purchaser assumes all risks associated therewith.
11. **Entire Agreement.** These Terms, along with the face of the Purchase Order, constitute the entire agreement between Seller and Purchaser. In the case of a conflict between these Terms and the face of the Purchase Order, the Terms will control this Agreement. If Purchaser responds with additional terms that differ from these Terms, the additional terms are deemed rejected. No representation, promise, modification or amendment shall be binding upon either party as a warranty or otherwise unless in writing and signed on behalf of each party by a duly authorized representative. Although Purchaser may use its standard Purchase Order form to give any order or notice provided for hereunder, said order or notice will be governed by these Terms, and any term or condition set forth in any such standard form which is inconsistent with or in addition to these terms and conditions shall have no force or effect.
12. **Miscellaneous.** No waiver by Seller of any of these Terms or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Terms. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The paragraph headings are for convenience only and shall not be used in interpreting or construing these Terms. Wisconsin law applies to these Terms, without reference to its conflicts of law principals. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any claim arising from these Terms shall be brought in the state or federal courts based in Waukesha County, Wisconsin. Seller consents to personal jurisdiction, and waives all objections to jurisdiction and venue in such courts.

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