



## TERMS AND CONDITIONS OF SALE ("Agreement")

The following terms and conditions, as modified from time to time by SOLARCYCLE, shall apply to the sale of any and all goods, including but not limited to, products, parts and components ("Products") and services, including but not limited to, engineering services, technical services, repair services, refurbishment or warranty work ("Services") described in a work order, invoice, proposal, quote, purchase order acknowledgment, sales acknowledgement, drawing, exceptions document or any other communication between the parties (collectively a "Work Order" or "WO"), regardless of whether this Agreement is referenced therein. This Agreement shall supersede and render invalid any terms and conditions stated in any other document or instrument between the parties that are inconsistent herewith. SOLARCYCLE objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Buyer, unless specifically agreed to in a single writing signed by both parties. Notwithstanding the foregoing, in the event of a conflict between this Agreement and the terms set forth in any written agreement between the parties, the terms of any written agreement between parties shall prevail.

- 1. Pick-Up.** Unless otherwise specified in the WO, upon acceptance of a WO by SOLARCYCLE or commencement of the work covered thereunder by SOLARCYCLE, SOLARCYCLE or its designated carrier shall pick up the products at the designated location and date set forth in the WO and transport them to SOLARCYCLE's recycling facility at SOLARCYCLE's expense. Unless otherwise specified in the WO, Customer shall be responsible for loading the products onto SOLARCYCLE's or its designated carrier's vehicle pursuant to SOLARCYCLE's packaging instructions. Failure to properly follow SOLARCYCLE's packaging instructions may result in additional charges for handling and freight. Provided the Products conform to the WO and are properly packaged and loaded onto SOLARCYCLE's or its designated carrier's vehicle, title and risk of loss for the products shall pass to SOLARCYCLE upon after loading of carrier as provided herein. Customer may be charged additional service fees in the event of customer-caused delays or deviation from confirmed bookings.
- 2. Inventory of Products.** Where there is a discrepancy between the types and quantities of Products set forth in the WO and SOLARCYCLE's inventory of the Products at its facility, SOLARCYCLE's inventory shall govern. For Products and components that may be repurposed and reused, SOLARCYCLE may, in its sole discretion, store, refurbish, reuse, resell or donate them into existing and new markets and applications.
- 3. Fees and Payment Terms.** Unless otherwise stated in the WO, fees include shipping and handling. Additional freight surcharges may be applied if products are picked up in less than full truckload quantities at the direction of customer. A full truckload quantity means a minimum of 500 solar panels or the equivalent of other Products serviced under the WO, unless otherwise specified in a Load Plan provided by SOLARCYCLE. Products, including solar panels, transported from Canada to the United States will be subject to a surcharge, which shall be at a minimum of \$5.00/panel. Late payments may be subject to the following charges on the invoice amount: 1.5% per month, with a maximum as allowed by law.
- 4. Representations and Warranties.** Each party represents and warrants that: (a) it has full power and authority to enter into and perform the WO; (b) the person signing the WO has been duly authorized and empowered to enter into the WO; and (c) the execution of the WO and performance of the obligations and duties stated therein do not, and will not, violate any agreement or obligation to which a party is otherwise bound. SOLARCYCLE further represents and warrants that it shall be in compliance with all applicable local, state and federal laws, regulations, and licensing requirements in order to perform the services under the WO. Customer further represents and warrants that the Products conveyed to SOLARCYCLE under the WO will conform to the agreed-upon terms of the WO, Customer has the right and authority to dispose of the Products in accordance with the WO, and that upon delivery of the Products to SOLARCYCLE, Customer is conveying good title to the products to SOLARCYCLE, free and clear of any encumbrances, liens or security interests.
- 5. Assignment.** Either party may assign the WO without the consent of the other party only to: (a) an affiliate; (b) an authorized contractor, operator, or service provider; or (c) a third party in a connection with such third party's acquisition of its relevant business assets or unit(s). Except as provided herein, neither party may assign the WO to a third party without the prior written consent of the other party, and any attempted assignment without such consent will be null and void. The WO shall bind and inure to the benefit of the parties and their permitted successors and assigns.
- 6. Confidentiality.** The terms and conditions of this WO and related transactional documents, and the exchange of any technical, business, or other proprietary and/or confidential information related to fulfilment of the WO, shall remain strictly confidential between the parties and shall not be disclosed to any third-party without the express written consent of the other party.
- 7. Governing Law and Jurisdiction.** The laws of the State of Arizona will govern all matters arising out of or related to the WO. Exclusive jurisdiction and venue for any disputes, claims, actions or other proceedings arising out of or related to this WO will be brought in any state or federal court of competent jurisdiction located in Phoenix, Arizona. The prevailing Party in any action or proceeding arising out of or related to this WO will be entitled to an award of reasonable attorneys' fees and costs.
- 8. Indemnification.** SOLARCYCLE and customer agree to indemnify, defend and hold each other, and their respective affiliates, employees, officers, directors, subcontractors and agents (together "Representatives"), harmless from and against: (i) any liability or expense due to claims, demands, suit, debt, liability or costs, including reasonable attorney's fees (collectively, "Losses") for personal injury or damage to real or tangible personal property caused by the willful misconduct or negligent acts or omissions of a party or its Representatives; (ii) any Losses arising from claims for compensation, salary or benefits asserted by a party or its Representatives; and (iii) any Losses arising from third-party claims based on breach of any obligation by a party or its Representatives.
- 9. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR A PARTY'S FRAUD, INTENTIONAL MISREPRESENTATION, RECKLESSNESS, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, PRODUCTS OR SERVICES, ARISING FROM OR RELATING TO THIS WO HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, SOLARCYCLE'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR EXPENSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT ENTER INTO THE WO WITHOUT THESE LIMITATIONS ON ITS LIABILITY. EACH PARTY AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

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EFFECTIVE – 2025/03/25  
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