



## TERMS AND CONDITIONS

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1. **PURCHASE.** High To Low Voltage, LLC ("H2LV") hereby agrees to sell and Customer ("Customer") hereby agrees purchase from H2LV, the equipment (the "**Equipment**") identified in Estimate / Quotation (the "**Estimate**") in accordance with the terms and conditions set forth below (collectively with the Estimate, the "**Agreement**"). Customer and Contractor are collectively referred to as the "**Parties**."
2. **PURCHASE PRICE/PAYMENT TERMS.** The Purchase Price and payment terms are detailed in the Estimate cited above and Customer agrees to abide by those terms; *provided, however*, that H2LV may increase the Purchase Price set forth in the Estimate by the amount of any after-imposed federal excise tax or duty, or other government-imposed tariffs, applicable to the Equipment upon notice to Customer at any time prior to delivery of the Equipment. Prior to increasing the Purchase Price by such amount, H2LV shall use its commercially reasonable efforts to attempt to mitigate such costs on behalf of the Customer.
3. **LATE PAYMENTS, LATE DELIVERY.**
  - a. Any payments not made in full by the invoice due date are considered late payments.
  - b. H2LV may refuse to ship completed Equipment or to offer any additional services until all delinquent payments are paid-in-full.
  - c. Each late payment will be assessed a \$50 administration fee for each and every month that the payment is delinquent. Interest will be assessed on delinquent invoice balances at a rate of 1.5% per month or 18% per year.
  - d. H2LV may assess any storage or warehousing fees if Customer does not take delivery of the Equipment within two weeks of being notified of the Equipment's completion. If Customer does not take delivery of the Equipment within 30 days of Equipment completion, then H2LV may sell the Equipment to any third party to recover expenses and unpaid warehousing fees. H2LV will refund to Client the portion of the Equipment Purchase Price paid by Customer, less any restocking fees or expenses.
4. **OWNERSHIP & GRANT OF SECURITY INTEREST.** Customer grants to H2LV a security interest in the Equipment to secure payment of the Purchase Price. In the event of nonpayment, or disposition or transfer of any of the Equipment to a third party, prior to payment of the Purchase Price, H2LV shall be entitled to foreclose on its security interest in the Equipment. H2LV is hereby authorized to file any financing statements or other documents to perfect the security interest granted in this provision, including a UCC-1 statement in a form, which is satisfactory to H2LV. Customer shall upon request provide H2LV with a legal description of the location of the facility where the Equipment is installed ("Facility") to aid H2LV in making a "fixture filing." Title to the Equipment supplied to Customer will pass to Customer upon Client's final payment of 100% of the Purchase Price for the Equipment as set forth in the Estimate. Upon full and final payment of the Purchase Price, H2LV shall hold no security interests or liens in the Equipment.
5. **TAXES.** All prices quoted are exclusive of any local, state or federal tax which may now be in effect or hereafter apply.



6. **SALES TERMS/SHIPPING.** The shipping terms are FOB Factory. Packing, rigging, shipping, freight and all logistics related expenses incurred by H2LV in delivering the Equipment are for the account of Customer. H2LV, which has experience in transporting the Equipment, shall coordinate delivery of all the components in the safest, most cost-effective manner

possible. If Customer requires the shipment(s) to be insured, they must notify H2LV and all related costs will be the Customer's responsibility.

7. **WARRANTY.** H2LV warrants that reconditioned Equipment shall be free from mechanical defects and defects in material and workmanship for thirty-six (36) months from the date of energization or forty-two (42) months from shipment. H2LV warrants that new Equipment shall be free from mechanical defects and defects in material and workmanship for twelve (12) months from the date of energization or eighteen (18) months from shipment. H2LV reserves the right to change warranty terms with customer in writing upon mutual agreement of the Parties.

THIS WARRANTY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF THE AFFECTED EQUIPMENT (OR COMPONENT THEREOF). TO THE EXTENT H2LV ELECTS TO REPLACE THE DEFECTIVE PART OR COMPONENT, ITS SOLE OBLIGATION SHALL BE TO PROVIDE THE REPLACEMENT WITHOUT CHARGE AND ANY ASSOCIATED FREIGHT OR LABOR IS NOT INCLUDED IN THE WARRANTY.

THIS WARRANTY SHALL NOT APPLY TO ANY PART OF THE EQUIPMENT WHICH BECOMES DEFECTIVE THROUGH MISUSE OR ABNORMAL USE.

THIS WARRANTY SHALL NOT APPLY TO NORMAL EQUIPMENT WEAR AND TEAR ON DISPOSABLE OR CONSUMABLE PARTS. H2LV SHALL NOT BE RESPONSIBLE FOR ANY DEFECT OR DAMAGES CAUSED IN WHOLE OR IN PART BY FAILURE TO FOLLOW THE OPERATING INSTRUCTIONS REFLECTED IN THE EQUIPMENT'S VARIOUS MANUALS, OR FAILURE TO COMPLY WITH THE RECOMMENDED MAINTENANCE PROGRAM REFLECTED IN THE EQUIPMENT'S VARIOUS MANUALS.

THIS WARRANTY IS FURTHER EXPRESSLY CONDITIONED ON THE CUSTOMER'S OBLIGATION TO COMPLETE INSTALLATION OF, PERFORM REGULAR MAINTENANCE ON, AND CARE FOR THE EQUIPMENT AND SUPPLIES IN ACCORDANCE WITH ANY OPERATING MANUAL FOR THE EQUIPMENT, A COPY OF WHICH THE CUSTOMER ACKNOWLEDGES RECEIVING AND TO WHICH THE CUSTOMER AGREES TO BE BOUND. IF THE BUYER DOES NOT COMPLY WITH SUCH INSTRUCTIONS, AND THAT FAILURE RESULTS IN THE NEED FOR REPLACEMENT PARTS, THE BUYER SHALL BEAR THE FULL COST OF SUCH REPLACEMENT PARTS, LABOR, SHIPPING, AND HANDLING.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE EQUIPMENT IS PROVIDED "AS IS" WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED THIS AGREEMENT, H2LV EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES,



EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. H2LV DOES NOT WARRANT THAT THE EQUIPMENT WILL MEET PURCHASER'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE OPERATION OF THE EQUIPMENT WILL BE

UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY H2LV SHALL CREATE A WARRANTY OR IN ANY WAY EXPAND THE

SCOPE OF THIS WARRANTY. THIS SECTION 7 CONSTITUTES THE ENTIRE WARRANTY PROVIDED UNDER THIS AGREEMENT.

THIS WARRANTY EXCLUDES ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD, OR OPERATIONS OUTSIDE STANDARD INDUSTRY PRACTICE AS PRESCRIBED BY THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) AND/OR ARISING FROM THE BUYER'S FAILURE (WHETHER INTENTIONAL OR NEGLIGENT) TO FULFILL ITS OBLIGATIONS DESCRIBED ABOVE.

IN NO EVENT, SHALL H2LV BE RESPONSIBLE FOR PROVIDING WORKING ACCESS TO THE DEFECT, INCLUDING THE REMOVAL, DISASSEMBLY, REPLACEMENT OF RE-INSTALLATION OF ANY EQUIPMENT, MATERIALS OR STRUCTURES TO THE EXTENT NECESSARY TO PERMIT H2LV TO PERFORM ITS WARRANTY OBLIGATIONS, NOR SHALL H2LV BE RESPONSIBLE FOR TRANSPORTATION COSTS TO AND FROM ANY REPAIR FACILITY.

- 8. COMPLIANCE AND INSPECTION.** Before accepting the Equipment, Customer shall have the right to inspect the Equipment at the time and place of delivery. After Customer inspects and accepts the Equipment, Customer shall be deemed to have acknowledged that the Equipment complies with all specifications, representations and warranties of H2LV, and to have waived any claim or cause of action against H2LV with respect to the Equipment provided that this acknowledgment and waiver shall not affect or limit Customer's warranty claims as contemplated by Section 7 herein. Any costs associated with inspections performed by Customer or Customer's affiliates, regardless of results, shall be at the expense of the Customer.
- 9. RESPONSIBLE FOR MAINTENANCE.** The Customer is solely responsible for maintaining the Equipment in good working order.
- 10. INSTALLATION PLANNING & PERMITTING.** Customer shall, at Customer's sole cost and expense, plan and prepare for the installation of the Equipment. If Customer desires that H2LV conduct a site visit, review proposed Equipment location and installation plans, communicate with any regulatory entities for permitting, or any other issues required for successful installation of the Equipment, then the Customer will execute an addendum to these terms and conditions to compensate H2LV for such additional services.



**11. INSTALLATION SUPERVISION.** Customer shall, at its sole responsibility and expense, supervise, coordinate, and execute all aspects of the Equipment installation, including but not limited to the following:

- a. Development of an installation plan and layout for the Equipment, including the location of the Equipment within Customer's facility.
- b. Development all necessary plans, construction drawings, electrical wiring diagrams, or other documentation required to properly install the Equipment.
- c. Research, identification, vetting, and hiring any and all suitable installation contractors, technicians, engineers or other personnel required to oversee or facilitate the installation of the Equipment.
- d. Sourcing of all materials, which include but are not limited to piping, flues, electrical, valves, and fasteners, required to install the Equipment.
- e. Provision of all necessary construction, electrical wiring, refrigeration hookup, plumbing, natural gas supply, and alterations to building or contents to facilitate proper operation of the Equipment.
- f. Miscellaneous installation or delivery charges including, but not limited to rigging, hoisting, lift trucks, traffic control, and the like.

**12. TECHNICAL ADVICE.** All technical advice, recommendations, and services of H2LV are intended for use by persons having the required technical knowledge. H2LV assumes no responsibility, and Customer hereby waives all claims against H2LV, for results obtained or damages incurred from the use or misuse of H2LV's advice and recommendations.

**13. ANCILLARY PROCESSES AND EQUIPMENT.** Customer shall be solely responsible for ensuring that all materials processed through the machinery are prepared in a manner consistent with the Equipment's intended operation. H2LV is not responsible for any lack of performance or damage to the Equipment due to improperly prepared or incompatible materials. H2LV is not responsible for ensuring the compatibility, performance, legality, or safety of Customer's material preparation equipment, disposal equipment, process equipment, or procedures. H2LV is not responsible, in any way, for Customer's other manufacturing processes or equipment that are not supplied by H2LV directly. This includes equipment or processes which may occur before, after, as a result of, or in preparation for the process or Equipment supplied by H2LV.

#### **14. LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL H2LV, ITS OWNERS, MEMBERS, MANAGERS, AFFILIATES AND CONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LIQUIDATED DAMAGES FOR DELAY OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES. LOSS OF GOODWILL OR BUSINESS



REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS PURCHASE, SALE, INSTALLATION OR OPERATION OF THE EQUIPMENT, OR FOR ANY CLAIM BY ANY THIRD PARTY, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, ERRORS AND OMISSIONS AND STRICT

LIABILITY) OR OTHER THEORIES OF LAW, EVEN IF H2LV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE SHALL FAIL OF ITS ESSENTIAL PURPOSE. THE MAXIMUM AGGREGATE LIABILITY OF H2LV ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, BREACH OF WARRANTY (INCLUDING THE COST OF REPAIRING OR REPLACING EQUIPMENT), TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND ERRORS AND OMISSIONS) OR ANY OTHER CAUSE OR FORM OF ACTION SHALL NOT EXCEED THE AMOUNT OF PURCHASE PRICE ACTUALLY RECEIVED BY H2LV HEREUNDER.

IF CUSTOMER TRANSFERS TITLE TO OR LEASES THE EQUIPMENT SOLD HEREUNDER TO ANY THIRD PARTY, CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING H2LV AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

**15. INDEMNIFICATION.** Customer shall defend, indemnify, and hold H2LV harmless against all damages, liabilities and expenses (including attorneys' fees) in connection with third-party litigation arising out of or resulting from the installation, operation, use, misuse, improper or negligent use or operation of the Equipment by Customer, its employees, agents or contractors, including but not limited to the disabling or modification of any safety devices, lack of maintenance, lack of cleaning, or other acts or omissions of Customer or its employees, agents or contractors.

**16. NOTICES.** All written notices and correspondence shall be sent by either party to the other, in all matters dealing with this agreement, to the following addresses or any other address provided prior written notice is given to the other party. Any written notice shall be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other. Notices delivered by fax or email are also effective if confirmation is delivered in person or registered or certified U.S. Mail within three (3) days.

High To Low Voltage  
8075 Pontiac St.  
Commerce City, CO 80022

**17. SEVERABILITY.** Should it be determined by any court of competent jurisdiction that any provision of this Agreement is invalid, void, or unenforceable for any reason, such provision



will be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remaining provisions shall continue in full force and effect without being impaired or invalidated, all to the end that the manifest intention of the parties shall be effectuated.

**18. WAIVER.** No failure of H2LV to insist upon strict compliance by Customer with the terms and conditions of this Agreement or to exercise any right accruing from any default of Customer shall impair or limit H2LV rights in case Customer's default continues or in case of any subsequent default by Customer. Waiver by H2LV of any breach of terms shall not be construed as a waiver of any other existing or future breach.

**19. FORCE MAJEURE.** H2LV shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any claims, demands, damages, including liquidated damages, losses, costs, expenses, or other liabilities arising from or relating to any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from events outside of the H2LV's control. Such events outside of H2LV's control include but are not limited to: acts of God, riots, acts of war or terrorism, acts or regulations of the federal or any State or local government, government-imposed tariffs (including unprofitability, economic hardship, or market fluctuations caused by such tariffs), delivery delays, storms, fires, floods, earthquakes, explosions, epidemics or pandemics, quarantine restrictions, strikes or other labor unrests or industrial disturbances, lack of warehouse or storage space, inadequate transportation services, inability or delay in obtaining supplies of adequate or suitable materials, supply chain impacts, national or regional emergency, other civil disturbances, or embargoes or blockades in effect on or after the date of this Agreement.

**20. DISPUTE RESOLUTION.** If any dispute arises between the parties with respect to the interpretation or enforcement of this Agreement that cannot be solved directly between the parties in 30 days or less by good faith negotiation, then the parties shall submit the dispute to binding arbitration held in Denver, Colorado, in accordance with the American Arbitration Association. The arbitration shall be conducted by one arbitrator, mutually agreed upon by the Parties, who shall be knowledgeable regarding the subject matter of this Agreement. The arbitration will be final, and binding and the arbitrator's order will be specifically enforceable in any court of competent jurisdiction. The arbitrator shall award reasonable attorney fees, costs (including expert costs), expenses, and the arbitrator's fees to the prevailing party in accordance with the Commercial Arbitration Rules of the AAA. The prevailing party also shall be entitled to recover all reasonable costs and fees that may be incurred in enforcing any judgement or award, and this provision shall not be merged into any judgement but shall survive any judgement.

**21. GOVERNING LAW.** This Agreement will be construed in accordance with and governed by the laws of the State of Colorado.

**22. ASSIGNMENT.** This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Party's successors, assigns, executors, administrators, beneficiaries, and representatives. H2LV may subcontract or assign any or all of its obligations



under this Agreement in its discretion. It is understood, however, that H2LV remains responsible for compliance with its obligations under this Agreement.

**23. CANCELLATION/TERMINATION.** This contract may be canceled by Customer at its convenience upon written notice to H2LV. Upon cancellation, Customer shall pay H2LV for all costs incurred by H2LV in connection with this Agreement up to the date of cancellation and costs incurred resulting from the cancellation plus a termination fee equal to 10% of Purchase Price if drawings have been completed, 25% of Purchase Price if production has commenced on Production, and 50% of Purchase Price if a test report has been completed. Costs incurred include materials, components, and all supplies ordered prior to the cancellation date. In such event, Client shall pay an amount equal to the sum of all direct material and component costs (including restocking charges for materials and components that may be returned to original vendor), all direct labor and related costs, along with a proportionate level of profit on all such costs associated with the machinery.

**24. TERM AND TERMINATION.** H2LV may terminate this Agreement if Customer is in material breach of this Agreement. If H2LV terminates this Agreement prior to the delivery of the Equipment, then H2LV will refund any payments made by Customer for the Equipment prior to the termination date, minus all direct material and component costs, labor and related costs, along with a proportionate level of profit on all such costs associated with the machinery.

**25. ENTIRE AGREEMENT; AMENDMENT.** This Agreement, together with all Addendums, contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous oral and written commitments and agreements. All negotiations and understandings have been included in this Agreement and Addendums. Any statements or representations that may have been made by either Party during the negotiation stages of this Agreement and that are in any way inconsistent with this Agreement and/or Addendum will have no force or effect in respect to this Agreement and Addendums. Only the written terms of this Agreement, together with all Addendums, will bind the Parties. No modification, addition, or cancellation of any provision of this Agreement and/or any Addendums shall be valid except if agreed to in writing and signed by an authorized representative of each party. H2LV acknowledges it may accept additional terms and conditions proposed by Customer in separate documents, including but not limited to an acknowledgement, confirmation, invoice, purchase order as it relates to this transaction, however Customer acknowledges and agrees that any provision, term or condition of such document that is in conflict with any provision, term or condition of this Agreement shall be null and void, and the provisions of this Agreement will supersede and control. The parties have acknowledged their agreement to the above terms and conditions by having their duly authorized representatives sign below. The parties agree that a facsimile copy showing signatures shall be enforceable as a signed original Agreement.