

## National Power Corp. Terms and Conditions of Sale

**AGREEMENT.** The sale of products and/or services by National Power Corp. ("NPC") to Buyer is expressly conditioned upon Buyer's agreement to each and every term contained herein, which shall control over any additional, inconsistent or contrary provision in Buyer's purchase order or other forms. Buyer acknowledges that the terms and conditions herein are the sole and complete agreement between the parties, which may only be modified and/or amended in a separate agreement signed both by NPC and Buyer.

**INVOICES.** Buyer will be invoiced on the date of shipment for all products and upon substantial completion for all services. Manufacturer service contracts resold by NPC to Buyer are contracts between the manufacturer and Buyer only and will be invoiced when processed by the manufacturer. Applicable taxes and freight charges will be billed as separate line items, unless otherwise specified in NPC's quote.

**PAYMENT.** Subject to credit approval and unless otherwise stated on NPC's quotation, Buyer shall make payment within thirty (30) days of the invoice date. NPC may charge a service charge of 1.5% per month, but not in excess of any lawful rate, if Buyer has not paid an invoice in full by the due date. NPC may at any time decline to make any shipment or delivery or perform any work except upon Buyer's payment of past invoices and/or prepayment of this order or upon such other terms and conditions as are acceptable to NPC's credit department. If NPC deems it necessary to cancel any outstanding order due to Buyer's financial condition, Buyer agrees to reimburse NPC for reasonable cancellation charges. NPC may apply any payments received to Buyer's oldest outstanding invoices regardless of any instructions to the contrary from Buyer. Payment for shipments delayed at Buyer's request shall become due on the date NPC is prepared to make shipment and NPC may impose reasonable storage and handling charges for delayed shipments. Payment to NPC shall not be contingent on third party payments to Buyer and no portion of the price shall be held as retainage. Buyer shall pay all costs and expenses, including reasonable attorney's fees, incurred by NPC to collect any past due amount.

**SECURITY INTEREST.** Buyer hereby grants NPC a security interest in all goods sold until the full amount of the purchase price has been paid by Buyer. Buyer hereby authorizes NPC to file a financing statement signed only by NPC as Buyer's attorney-in-fact in all places where necessary and appropriate to perfect the security interest.

**SHIPMENT.** All products are sold, and all shipments are made, FOB shipping point. The shipment date stated in any quote is NPC's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. NPC shall not be responsible for any damage or loss resulting, whether directly or indirectly, from delayed shipments or its inability to ship as quoted. Unless otherwise noted in any quote, partial shipments may be made upon request and are subject to additional shipping and handling charges. Claims for freight damage will be waived unless made in writing to NPC within ten (10) days of receipt of such shipment.

**CANCELLATION/CHANGES/RETURNS.** Buyer may terminate this order only upon payment of all of NPC's costs incurred for commitments made and work performed plus a reasonable profit on such costs. All changes to an order are subject to adjustments to the order amount and shipment date. No product may be returned to NPC without NPC's written consent and payment of any applicable restocking fee, which shall be determined and assessed by NPC on a case-by-case basis.

**LIMITATION OF LIABILITY.** NPC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THOSE CAUSED BY DEFECTS IN MATERIALS OR WORKMANSHIP. THERE IS NO WARRANTY EXCEPT THE APPLICABLE MANUFACTURER'S WARRANTY, WHICH NPC WILL ASSIGN TO BUYER. NPC HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW SHALL BE LIMITED IN DURATION TO THE TERMS OF THE APPLICABLE MANUFACTURER'S WARRANTY. NPC'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE COST OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.