



Terms and Conditions of Sale

By purchasing from Aptos Solar Technology LLC, its affiliates, or assigns (“Seller”), each customer (“Customer”) agrees to the following terms and conditions of sale (these “Terms and Conditions of Sale”):

1. GENERAL

All sales by Seller to Customer of goods, services, materials, products, and other tangible or intangible items (“Materials”) shall be made only upon these Terms and Conditions of Sale. Notwithstanding anything herein to the contrary, any conflicting terms in a written contract signed by both parties or purchase order accepted in writing by Seller shall prevail over these Terms and Conditions of Sale.

As used herein, “Governmental Authority” means any federal, state, local, or foreign government, or any agency, department, commission, board, bureau, court, or other regulatory, administrative, or governmental authority or instrumentality thereof.

Seller objects to any additions, exceptions, or alterations to these Terms and Conditions of Sale, whether in printed form, online, or elsewhere. Seller’s failure to object to any terms received from Customer does not waive Seller’s objection. Changes to these terms must be agreed upon in writing by a duly authorized representative of Seller. Seller reserves the right to assign the order, its rights, or delegate its performance in whole or in part hereunder. Customer, however, shall not assign its rights or duties hereunder without the express prior written consent of Seller.

Until and unless Customer receives written acceptance of purchase order by Seller, purchase order shall not be binding.

These Terms and Conditions of Sale shall constitute the entire agreement of the parties, and no prior or subsequent discussions, negotiations, or agreements shall be used to construe its terms, unless written and signed by both parties.

2. PRICES

Prices and transfer of title are subject to “DDP” under Incoterms 2020 unless noted otherwise on a written contract signed by both parties or a purchase order accepted in writing by Seller. The price for the Materials shall be the price set forth in Seller’s accepted purchase order or invoice (the “Price”). Prices are subject to change without notice and exclude taxes, duties, and charges imposed by any Governmental Authority. Seller may amend pricing to correct errors. Customs, duties, and taxes shall be the responsibility of Customer.

3. DELIVERY

Delivery to Customer occurs when Materials are delivered to Customer, the carrier, or Customer’s agent at Seller’s warehouse, whichever occurs first. Delivery dates are estimates only and time is expressly not of the essence. Late or partial delivery does not entitle Customer to cancel its order. Seller shall not be liable for any damage or injury arising from a delay in delivery. In the event of delivery by installments, Customer may not treat the delivery of faulty Materials in any one installment as a repudiation of the entire agreement.

If Customer changes the shipping date 5 days or less prior to the scheduled delivery date, a chargeback of \$500 may be assessed to Customer. Unless agreed to in writing by both parties, no order may be rescheduled more than 30 days later than the original requested delivery date; any order that Customer seeks to reschedule beyond such 30-day period shall be deemed canceled and subject to the order cancellation fees set forth in Section 9. Any liability of Seller for non-delivery of Materials shall be limited to replacing the Materials within a reasonable time or adjusting the invoice respecting such Materials to reflect the actual quantity delivered.

4. SPECIAL REQUESTS

Any and all special requests, including but not limited to the processing, delivery, pricing, terms, packaging, or any other special request outside of normal Seller practices, including Minimum Order Quantities (MOQ), must be noted on the corresponding purchase order and accepted in writing by Seller.

5. INSPECTION

Customer shall inspect the Materials and their packaging within three (3) days of the delivery date to determine if the correct Materials were shipped and if the Materials were received in good condition. Unless Customer notifies Seller within such three (3) days specifying any obvious damage or defect or other objection to the Materials, it shall be conclusively deemed, as between Customer and Seller, that Customer has fully inspected and acknowledges that the Materials are free from defects or damages and comply with the purchase order. "Nonconforming Materials" means Materials that do not conform to the applicable purchase order or to Seller's published specifications.

If Customer timely notifies Seller of any Nonconforming Materials, Seller shall, in its sole discretion, replace such Nonconforming Materials with conforming Materials, or credit or refund the Price for such Nonconforming Materials, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Materials to Seller's facility. If Seller exercises its option to replace Nonconforming Materials, Seller shall, after receiving Customer's shipment of Nonconforming Materials, ship to Customer, at Customer's expense and risk of loss, the replaced Materials.

6. WARRANTY

Seller warrants to Customer that such Materials will materially conform to Seller's published specifications in effect as of the date of manufacture and will repair or replace such Materials per Seller's published Limited Warranty.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE AND IN SELLER'S PUBLISHED LIMITED WARRANTY, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SELLER MAKES NO WARRANTY REGARDING RESULTS TO BE OBTAINED FROM THE USE OF THE MATERIALS.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OR DATA, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF SALE OR THE MATERIALS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF SALE OR THE MATERIALS SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC MATERIALS GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, officers, shareholders, members, employees, consultants and advisors (collectively, the "Indemnified Parties") from and against any and all claims, losses or damages incurred or suffered by any Indemnified Party for any violation of any applicable law or permit to be complied with by such Party; or injury to or death of persons and any loss of or physical damage to the property of any Indemnified Party or any third parties to the extent arising out of or resulting from the gross negligence or willful misconduct of such Party.

The party seeking indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") in writing of any claim for which indemnification is sought. The Indemnifying Party shall have the right to control the defense and settlement of such claim, provided that it shall not settle any claim in a manner that imposes any obligation or admission on the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld. The Indemnified Party shall reasonably cooperate in the defense at the Indemnifying Party's expense.

9. RETURNS

No Materials may be returned without the express written approval of Seller and the receipt of Seller's RMA number. All returns shall be subject to Seller's then current RMA Policy and the failure to comply with such shall be reason for rejection of any RMA request. If approved, returns are for credit only, subject to a restocking charge of 15% plus shipping charges. Unless otherwise instructed by Seller's CEO or VP, Operations, Materials approved for return must be returned in original packaging within 20 days of Seller's issuance of the RMA number, freight pre-paid, clearly marked with Seller's RMA number and be accompanied with a copy of Seller's invoice. Application of the warranty, if any, shall be determined by Seller technical staff after return, inspection and, if necessary, an investigation of the claim. Any unauthorized returns shall be returned to Customer at Customer's sole cost and expense. Seller retains the right to inspect returned Materials up to 14 days after receipt and charge back Customer for any damage to product or packaging.

10. CANCELLATIONS

Unless otherwise agreed to in writing by both parties, the following schedule is applicable to all canceled orders:

- Orders cancelled within 60–90 days of scheduled delivery shall incur a 30% penalty.
- Orders cancelled from 30–60 days of scheduled delivery shall incur a 60% penalty.
- Orders within 30 days of the scheduled delivery date cannot be canceled and Customer will be subject to pay the full purchase price whether possession is taken or not.

Any requests to cancel or reschedule orders within 30 days of the delivery date must be agreed to in writing by Seller and may or may not be accepted in Seller's absolute discretion. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost because of Customer's cancellation or rescheduling of an order.

11. PAYMENT

Payments are due on demand and must be paid without offset or deduction; provided, however, that if Customer is approved for credit by Seller, such payment shall be due no later than 30 days from the date of invoice. Late payments on any amount outstanding for longer than 30 days shall incur late payment interest of 18% per annum or the maximum rate allowed by law, whichever is lower. If Customer fails to timely and properly pay or perform any obligations to Seller: (i) Customer shall be obligated to pay immediately all other sums, then or thereafter owing by Customer to Seller; and (ii) Seller may stop all shipments of Materials to or for the benefit of Customer and withhold all performances by Seller until all of Customer's failures of performance have been fully cured and rectified to Seller's satisfaction. Customer shall be responsible for all reasonable legal fees, costs and expenses incurred by Seller if Customer's late payment results in collection efforts.

12. SECURITY INTEREST

Seller shall have a security interest in all Materials, and to any proceeds from the disposition of the Materials, until all of Customer's obligations have been fully paid and performed. Customer agrees to execute any financing statements or other documents which Seller may request to protect Seller's security interest. In addition to the rights and remedies granted by these Terms and Conditions of Sale, Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights shall be cumulative.

13. FORCE MAJEURE

Seller shall not be liable for failure or delay in performance due to circumstances beyond its control. Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached these Terms and Conditions of Sale, for any failure or delay in fulfilling or performing any Terms and Conditions of Sale when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to



either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication or power breakdown or outage.

Seller shall use reasonable efforts to notify Customer of any such force majeure event and its expected duration. If any such event continues for a period of more than 90 consecutive days, either party may terminate the affected order(s) upon written notice to the other, without liability, except that Customer shall remain obligated to pay for any Materials already delivered.

14. COMPLIANCE WITH LAWS

Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms and Conditions of Sale. Customer shall comply with all export and import laws of all countries involved in the sale of the Materials under these Terms and Conditions of Sale or any resale of the Materials by Customer to a third party. Customer assumes all responsibility for shipments of Materials requiring any government import clearance. Seller may terminate applicability of these Terms and Conditions of Sale if any Governmental Authority imposes antidumping or countervailing duties or any other penalties on Materials.

15. CHANGE IN LAW

In the event that any Governmental Authority enacts, imposes, amends, or increases any tariff, duty, customs charge, levy, surcharge, tax, or other fee, or adopts, changes, or reinterprets any law, regulation, policy, order, or ordinance, that increases Seller's costs of manufacturing, importing, procuring, handling, or delivering the Materials (each, a "Change in Law"), Seller shall have the right, in its sole discretion, to increase the Price on all orders not yet delivered as of the effective date of such Change in Law, including orders previously accepted by Seller, by an amount reflecting the increased cost attributable to such Change in Law. Seller shall provide Customer with written notice of any such price increase. Such increased prices shall apply to all undelivered Materials regardless of any prior price quotation, purchase order, or acceptance.

If a price increase under this Section for any affected undelivered order exceeds fifteen percent (15%) of the original Price for that order, the parties shall work together in good faith to resolve the matter, including negotiating a mutually acceptable adjustment to the Price, delivery terms, or order quantities. If Customer accepts delivery following Seller's notice of a price increase, Customer shall be deemed to have accepted the adjusted Price. This Section shall apply notwithstanding any contrary provision in Section 2 (Prices) and is in addition to, and does not limit, Seller's rights under Section 13 (Force Majeure) or Section 14 (Compliance with Laws).

16. GOVERNING LAW AND JURISDICTION

All matters arising out of or relating to these Terms and Conditions of Sale are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. Any litigation or claim arising from, related to or with respect to these Terms and Conditions of Sale shall be exclusively brought to the Superior Court of California located in Orange County, California.

These Terms and Conditions of Sale, together with any written contract signed by both parties or purchase order accepted in writing by Seller, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior discussions and agreements, and may be amended only in a writing signed by both parties.