

TERMS & CONDITIONS OF SALE

Agreement. These Terms and Conditions of Sale ("Terms") offered by Trystar, LLC, (including its subsidiaries and divisions Controlled Power Company, Total Plant Management, or Load Banks Direct, LLC, Oztek, Cyber Sciences, LLC, Macromatic Industrial Controls, LLC, Primax Technologies, Inc., PSI Control Solutions, LLC, and Salient Power Solutions, LLC), (individually or collectively "Trystar") subject to and together with any applicable mutual agreement, Trystar proposals, quotes, or policies, addenda or acknowledgments issued by Trystar shall constitute the entire agreement between Trystar (as "Seller") and Buyer. Seller's proposal, offer or acceptance is conditioned upon Buyer's acceptance of these Terms. Any terms and conditions submitted by Buyer, in any form (including without limitation those contained in Buyer's purchase order, posted on its website or otherwise delivered to Seller, directly or indirectly), shall not apply or be considered an amendment of this Agreement unless such terms and conditions are set forth in a written agreement that is signed by authorized representatives of both Seller and Buyer and which identifies the specific Purchase Order for products ("Products") or services ("Services") and the specific provisions of this Agreement which are intended to be amended.

Quotations. Seller's written quotation ("Quote") shall automatically expire within 30 days from the date of the quote and are subject to Seller's termination notice within that same period. Seller shall have no liability for oral quote or agreement unless confirmed in writing by Seller within 3 days of such oral communication. All quoted prices are subject to revision at any time in the event of any increase in raw material, transportation, energy costs or governmental action(s) such as tariffs.

Prices. All prices shall be quoted or in accordance with the Seller's price list and/or arrangements current at the time of order and such lists are subject to the conditions stated therein. The prices do not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes, or tariffs or other governmental charges (collectively "Taxes") which may now or in the future be applicable. Buyer agrees to pay or reimburse Seller for any such Taxes that Seller is required to pay or collect, except to the extent Buyer provides Seller a Certificate of Exemption prior to invoicing. Verbal quotations are subject to written confirmation, which will be given when requested. All prices are subject to revision at any time, including after Seller's order acceptance, in the event of any increase in raw material, energy costs, transportation costs, or governmental action(s) such as tariffs.

Submittals. Seller's performance shall be performed or equipment provided in accordance with approved submittals ("Submittals"). All references to Shop Drawings, Product Data, Samples and similar shall be deemed to reference approved Submittals.

Changes. The Seller reserves the right to accept any order in whole or in part, or to decline any order. Buyer shall have no option to change any quantity, size or specification, etc., for any orders placed by Buyer without the prior written agreement of Seller. No cancellations will be accepted on custom orders without prior written approval of Seller.

Buyer's Credit. Seller reserves the right, at Seller's sole discretion, to do any one or more of the following whenever warranted based on the financial condition of Buyer: (1) alter or suspend credit; (2) modify any credit terms provided to Buyer; (3) require cash payments or satisfactory security from Buyer before a shipment; or (4) accelerate the due date of payment by Buyer for any order with Seller. Seller further reserves the right to retain possession of the Products and the right to stop Products in transit. At Seller's option, any failure by Buyer to pay any invoice when due shall cause all subsequent invoices to be immediately due and payable in full, irrespective of their terms. Acceptance by Seller of any partial payment shall not waive any rights of Seller. Interest will be charged on the unpaid balance of past due accounts at the rate of 1.5% per month, or at the highest rate legally permitted. All credit card payments made online or via telephone are subject to a 3% surcharge. In the event Seller prevails in a dispute involving amounts outstanding, Buyer agrees to pay the costs of collection, including, without limitation, reasonable attorneys' fees. Nothing in this paragraph shall operate to limit or otherwise restrict Seller's rights and remedies in the event of a default here by Buyer.

Payment Terms. Seller accepts MasterCard, Visa, Discover or American Express credit cards, subject to a usage fee. Terms of payment shall be net 30 days, unless specifically agreed to in writing by the Seller. No price reduction or discount will be allowed for any cause other than as herein provided, unless agreed to in writing by both parties. Goods dispatched for overseas destinations, if not paid with credit card, payment shall be made on presentation of shipping documents against an irrevocable Letter of Credit.

Cancellation. Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Terms by the Buyer, including material delays by Buyer or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings. Buyer may not cancel or terminate for convenience or direct suspension of manufacture without the prior written consent of the Seller and Buyer shall in any event pay all costs of materials labor and associated overhead, shipping incurred to the date of such written approval. Special or custom ordered Products are not cancelable after final approval or acceptance of drawings for manufacturing or ordering.

Termination. In the event of Termination by Buyer with 30 days prior written notice to Seller and upon payment of reasonable and proper termination charges based upon the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit.

Shipments & Shipping Dates. All shipments shall be FCA point of origin INCO Terms 2020 from Seller's facility, at which risk of loss and title of the Products shall pass to the Buyer. Buyer agrees that the delivery and shipment schedule estimates, or changes thereto, provided by Seller represent Seller's best estimate of the date shipment will be made. Seller will use commercially reasonable efforts to make shipments and deliveries by those dates. However, Seller will not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver, or for any delay in delivery arising from any circumstances of any nature whatsoever. Further, Seller will not be in breach of an agreement if such shipments or deliveries are delayed notwithstanding Seller's efforts. The Buyer shall not be relieved of any obligation to accept or pay for the Products by reason of any delay in delivery. Seller reserves the right to deliver by installment and each installment may, at Seller's option, be deemed to be sold under a separate contract. Failure to deliver any installment shall not entitle Buyer to repudiate the contract.

Force Majeure. The occurrence of any contingency, the non-occurrence of which was a basic assumption upon which the sale of Products was made (including, without limitation, any act of God or of a belligerent power, war, riot, strike, slow-down, lockout, explosion, fire, flood, storm, epidemic, pandemic, accident to or breakdown or failure or other outage of plant equipment or machinery, shortage of labor, fuel, power, equipment, materials or supplies, delay in scheduled start-up of a facility, insufficient transportation facilities or delay in transportation of product, equipment, material or supplies, (irrespective of whether it is foreseen, foreseeable or anticipated), or compliance in good faith with any applicable foreign or domestic governmental request or regulation or order whether or not it later proves to be invalid, that affects Seller's ability to perform under the sales agreement as contemplated by the parties, by rendering it impracticable or materially more burdensome, shall excuse a delay in the delivery, and any non-delivery, in whole or in part.

Regulations. All Products sold and services performed on the understanding that all licenses and permits under all relevant statutes, ordinances, rules and regulations have been obtained by the Buyer and the Buyer will ensure that the installation is proper, and the use of the Products meets all statutory and regulatory requirements.

Limitation of Liability. NEITHER SELLER NOR BUYER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER OR BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL FEES PAID BY THE BUYER TO SELLER WITH RESPECT TO THE SPECIFIC QUOTE, OTHER OR AGREEMENT TO WHICH THESE TERMS APPLY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE LIMIT.

Warranty. Seller warrants the Products in accordance with the Limited Product Warranty provisions as provided at <https://www.trystar.com/warranty/>, which may be modified in Seller's sole and absolute discretion and the Terms of which are hereby incorporated by this reference. SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE PRODUCTS, (EXCEPT AS OTHERWISE STATED IN WRITING BY SELLER) AND IN PARTICULAR MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. However, in Seller's judgment, should any Product manufactured by Trystar not conform to Seller's standard quality or is found to be defective at the time of manufacture. Seller's obligation is to repair or replace, at Seller's sole option and . Buyer shall ship each such defective Product, freight prepaid, to Seller's facility Defective Products shall be returned to Seller, collect. Buyer's continental U.S. location. No claim shall be recognized by the Seller unless made in writing and notified to the Seller by the Buyer within 30 days of shipment of the Products to the Buyer.

DISCLAIMER OF WARRANTY, OTHER PRODUCTS: ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT A TRYSTAR BRANDED PRODUCT IS NOT WARRANTED BY SELLER, and shall be covered only by the express warranty, if any, of the manufacturer thereof. As between Buyer and Seller, such products are sold AS IS, and Buyer makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, AND ITS FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO PURCHASER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN A PRODUCT NOT MANUFACTURED BY SELLER, AND SELLER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, PRODUCTS NOT MANUFACTURED BY TRYSTAR. NO OTHER WARRANTY IS GIVEN EXTENDING BEYOND THE DESCRIPTION ON THE FACE OF THE SELLER'S QUOTATION OR ACCEPTANCE FORM. The Seller will in respect of such goods use reasonable efforts to pass on to the Buyer the benefit of any guarantee provided by the manufacturer or supplier of such goods but not so as to impose on the Seller any liability in respect thereof.

Intellectual Property Rights. Except as the parties may otherwise expressly agree in writing, each party shall continue to own its existing patents, trademarks, copyrights, trade secrets and other intellectual property, without conferring any interests therein on the other party.

General Provisions:

Entire Agreement. These Terms constitute the entire agreement of the parties with respect to the sale of the Products noted in this herein and therein, and it supersedes all prior oral or written agreements between the parties. No amendments or modifications of these Terms shall be binding upon either party unless it is approved in writing by Seller.

Representations. The Buyer has no authority to bind the Seller by any representation, undertaking, assertion or statement in relations to the Products unless expressly authorized by the Seller to do so.

Assignment. Neither Seller nor Buyer shall assign its rights or duties without the written consent of the other party. Any unauthorized assignment is void.

Waiver. No waiver of any provision, or default under, these Terms, nor failure to insist on strict performance thereof will affect the right of the Seller to thereafter enforce such provision, or to exercise any right or remedy in the event of a default, whether or not similar.

Headings. The headings used herein are for convenience only and are not intended to define, limit or describe the scope of any provision herein.

Severability. If any provision contained herein for any reason is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

Governing Law. The substantive law (and not the law of conflicts) of the State of Minnesota shall govern these Terms in all respects to validity, interpretation, construction and enforcement of these Terms and all aspects of the relationship between the parties. At Seller's option, any disputes between the parties hereto shall be resolved before a court of general jurisdiction located in Minnesota, United States, and jurisdiction is hereby conferred upon such court. In connection therewith, each party hereby agrees to submit to the jurisdiction of such court and to waive any possible defense of lack of personal jurisdiction before such court. It is the express intent and agreement of Seller and Buyer that the United Nations Convention for the International Sale of Goods shall not apply to these terms or to Purchase Orders submitted hereunder.

Compliance with Laws. Buyer and Seller will comply with all Laws relating to the Product or Service which are the subject of the Purchase Order, keep records evidencing its compliance, upon the other party's request, provide records demonstrating compliance by the other party and notify the other party if it becomes aware of any non-compliance.

Anti-Corporation. Seller and Buyer agree that each party and all persons under their control, representing associated with or otherwise performing services for or on behalf of the respective party comply with applicable anti-bribery and anti-corruption legislation and policies. Seller or Buyer has the right, without liability to terminate a Purchase Order with immediate effect in the event the other party or any of its representatives breaches this section.

US Equal Employment Opportunity Regulations. To the extent employment activities of Supplier occur in the United States and if otherwise applicable Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Anti-Human Trafficking. Seller, Buyer, and their respective subsidiaries and affiliates will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force in local, national, and international law. Neither Seller nor Buyer will not engage in any activity, practice or conduct that would constitute an offence under U.S. or U.K. anti-human trafficking laws. Neither the Buyer nor any of its officers, employees, agents or other persons associated with it has been convicted of any offence involving slavery and human trafficking; and has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

Export Compliance. All shipments hereunder shall always be subject to the export control laws and regulations of the Sellers manufacturing location and any amendments thereto. Buyer agrees that it shall not make any disposition of origin products purchased from Seller by way of trans-shipment, re-export, diversion or otherwise, other than in and to the ultimate country of destination specified on Buyer's order or declared as the country of ultimate destination on Seller's invoices, except as said laws and regulations may expressly permit. All Products and Services sold or provided hereunder require strict compliance with export control laws and regulations of the United States or other jurisdiction. Buyer hereby agrees that it shall adhere to any laws and administrative requirements including various licensing requirements, the payment of all associated duties, taxes and fees, and other applicable law and regulations. Seller nor its agents shall be liable for fines or other charges due to incorrect declarations or for negligence or for any special, consequential, incidental, indirect, or exemplary damages to the Buyer resulting therefrom. The party that arranges for export shipment (or Buyer's designated export agent) shall be responsible for the timely application in its own name for any required export license. Buyer shall be responsible for timely obtaining and maintaining any required import license, exchange permit or any other governmental authorization. Buyer and Seller shall assist each other when such help is reasonably possible. Seller shall not be liable if any authorization of any government is delayed, denied, revoked, restricted or not renewed, and the Buyer shall not be relieved thereby of its obligations to pay Seller for its products or any other charges which are the obligation of the Buyer hereunder.