1. DEFINITIONS:
   Seller: SolarBOS Inc.
   Customer: Any party who enters into a contract with SELLER by which SELLER agrees to produce or assemble
   goods for Customer.
   Contract: the instrument of contracting, (e.g., PO, Order, or other such designation), including all referenced documents,
   exhibits, and attachments.

2. PRICE. The price stated in SELLER’s quotation, unless SELLER otherwise agrees in writing. However, the price does not
   include sales, use, excise or other taxes or customer duties or costs of shipping and insurance. Such taxes and costs will be
   included in the invoice and are the responsibility of the Customer.

3. CREDIT TERMS. In its sole discretion SELLER reserves the right to grant or revoke credit to Customer.

4. PAYMENT TERMS. Unless otherwise indicated on the face hereof, Customer shall pay in full the net amount of each
   invoice submitted by SELLER within 30 days of the date thereof. Payment is to be made in U.S. dollars. Should any
   Customer check(s) be returned by the bank for the reason of insufficient funds, Customer shall pay twenty-five dollars
   ($25.00) for each check returned to SELLER as a handling charge. Customer is responsible for all bank fees and charges for
   wire or ACH payments.

5. CANCELLATIONS OR MODIFICATIONS. Once placed with and accepted by SELLER, an order may be cancelled or
   modified only with SELLER’s written consent provided such order is not "NC/NR" or "Non-Cancelable/Non-Returnable", 
   "Non-Standard Products” or governed by a Purchase Agreement Letter. Non-Standard Products are defined as Products
   that are special orders, custom orders, orders for non-standard products, or products not customarily in stock. Non-
   standard products are non-cancelable and non-refundable. Customer will be responsible for all work and material in
   process at time of cancellation and will be invoiced accordingly. Minimum cancellation charge will be 25% of order.

6. DELAYS. Customer shall note that lead time will be affected by waiting on drawings, data, CAD files, and/or Mylars
   from the Customer and this shall require adjustment to delivery schedule. Orders placed on hold by Customer will lose
   their place in the production queue and lead times will be adjusted accordingly.

7. DELIVERY. All goods are sold, and all shipments are made, F.O.B. Origin. SELLER will use its discretion in routing
   all shipments and reserves the right to select carrier. The lead time mentioned on this quotation or on any
   acknowledgement of Customer’s purchase order is SELLER’s best approximation of the probable shipment date and is
   not a fixed or guaranteed date. Shipment of goods is subject to any and all delays or cancellations due to any condition
   or happening whatsoever beyond SELLER’s control, including but not limited to strikes, fires, riots, wars, acts of God,
   inability to obtain materials or intervening governmental regulation (an “Event of Force Majeure”). SELLER shall not
   be liable for failure to deliver or delay in delivery occasioned by any Event of Force Majeure. SELLER shall not be
   responsible for any damage or loss resulting, whether directly or incidentally, from delayed shipments, and SELLER
   assumes no responsibility or liability whatsoever for damage which may occur in transit. If Customer receives
   damaged goods, SELLER must be notified within 48 hours of receipt to file appropriate claim.

8. RETURNS. No goods can be returned without prior written authorization by SELLER. Returns are subjected to 35%
   restocking fee. Customer is responsible for all shipping, duty, and customs charges for returned items.

9. FINANCIAL RESPONSIBILITY. Customer agrees to furnish to SELLER, at any time upon
   SELLER’s demand, security satisfactory to SELLER for performance of Customer’s obligations hereunder. Reasonable
   doubt of financial responsibility shall entitle SELLER to stop operation, declare shipment or stop any goods in transit
   without liability, until the goods shall have been paid for or SELLER is satisfied of Customer’s financial responsibility.
   In the event SELLER exercises its rights under this provision, all unpaid invoices (or similar confirmation) upon which
   Customer is liable shall immediately become due and payable.

10. LIMITATION OF LIABILITIES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL,
    INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE including, but not limited to, damages
    resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing,
    installation or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses.
    Customer's recovery from SELLER for any claim shall not exceed the purchase price paid by Customer for the goods,
    irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY,
    DEFEND AND HOLD SOLARBOS HARMLESS FROM ANY CLAIMS BROUGHT BY ANY PARTY REGARDING
    PRODUCTS SUPPLIED BY SOLARBOS AND INCORPORATED INTO THE CUSTOMER'S PRODUCT.
11. **ACCEPTANCE OF TERMS AND CONDITIONS.** Customer’s receipt of an order confirmation and/or invoice shall constitute an acceptance by Customer of the Terms and Conditions hereof, unless prompt written objection is given to SELLER. If Customer has sent a purchase order or other writing to SELLER such that this order confirmation or invoice is deemed to be an acceptance, acceptance is expressly made conditional on Customer’s assent to the terms herein contained, notwithstanding any Terms or Conditions contained in writing sent by Customer.

12. **GOVERNING LAW.** The contract shall be governed by and interpreted in accordance with the laws of the State of California.

13. **ASSIGNMENT.** Customer shall not assign its rights and obligations under this contract without the written approval of SELLER.

14. **NOTICES.** All notices to be made under this agreement shall be addressed to the recipient at the address specified by the recipient.

15. **NO WAIVER.** Failure on the part of SELLER to exercise any right granted hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.

16. **NO AMENDMENT.** No amendment of this agreement shall be effective unless it is in writing and signed by SELLER and Customer.