



www.egismobile.com

Phone: (360)768-1211

3135 Mercer Ave, Suite 102

Bellingham, WA 98225

STANDARD TERMS & CONDITIONS

TERMS AND CONDITIONS OF SALE

Unless otherwise agreed to by Egis Group LLC (DBA Egis Mobile Electric) in writing, the following terms and conditions ("Agreement") apply to all purchases of Products. By placing an order for Products, you accept and agree to be bound to this Agreement. If you have placed an order, but do not wish to be bound to this Agreement, then you must either (i) promptly cancel such order in accordance with the Cancellation Policy (as defined below), or (ii) return the order in accordance with the Return Policy (as defined below).

DEFINITIONS. Egis Mobile Electric a Washington State limited liability company, acting on behalf of itself and its affiliates, and doing business as the business identified on your purchase order, order confirmation, quotation, or other form of purchase documentation. "Customer" or "you" means you and/or any of your affiliates that place an order for Products. "Products" includes Standard Products and Special Products. "Standard Products" are products (i) that have not been modified especially for a customer, and (ii) are available to the general public for purchase from Egis Mobile Electric. "Special Products" are products that (i) are not a Standard Product, (ii) are a custom product or a modification of a Standard Product done at the request of or especially for a customer, or (iii) have been marked or labeled according to a customer's specifications.

ORDERS. All orders are subject to acceptance by Egis Mobile Electric, which acceptance will be indicated by (i) written confirmation, (ii) electronic confirmation, or (iii) fulfillment and shipment of such order. Egis Mobile Electric reserves the right to supply less than the quantity ordered of any Egis Mobile Electric Product, at any time and without notice. All orders shall be deemed to be fully accepted by Customer unless Egis Mobile Electric receives written notification to the contrary within fourteen (14) days of the invoice date of such order.

PRICES. All orders for Standard Products will be invoiced at the price in effect on the date the order was accepted, and all orders for Special Products will be invoiced at the price in effect at the time of shipment. All prices are subject to change without notice and are subject to shortages in materials or resources and increases in the cost of manufacturing. Egis Mobile Electric does not provide price protection or price guarantee for any of its Products unless expressly agreed in writing with Customer. Taxes and shipping and handling charges are not included in Egis Mobile Electric Product prices. Unless otherwise agreed to by Egis Mobile Electric in writing, all costs, fees and expenses associated with the shipment of Products or the insurance of such products while in transit shall be paid by Customer, and will be calculated and added to the order prior to shipment.

TAXES AND FEES. All taxes, assessments, fees, and charges applied or imposed by any government relating to the sale, delivery, shipment or use of Products will be added to the purchase price of Products and will be paid by Customer, except to the extent that Customer provides Egis Mobile Electric with an acceptable tax exemption certificate.



www.egismobile.com

Phone: (360)768-1211

3135 Mercer Ave, Suite 102

Bellingham, WA 98225

DELIVERY. Unless otherwise agreed to by Egis Mobile Electric in writing, all orders will be delivered Ex-Works (within the meaning of INCOTERMS 2010). Scheduled shipping dates are estimates, and subject to change without notice. Unless otherwise agreed to by Egis Mobile Electric in writing, actual delivery dates are not of the essence. Egis Mobile Electric will have no liability to Customer or any third party with regard to any delay in delivery, regardless of the reason.

CANCELLATION POLICY. No orders which have been received by Egis Mobile Electric may be cancelled or revised by Customer except with Egis Mobile Electric's prior written consent and upon payment of reasonable cancellation charges compensating Egis Mobile Electric for all costs incurred in work done and material purchased. Egis Mobile Electric reserves the right (i) to determine what constitutes reasonable cancellation charges, and (ii) to cancel any order at any time if Customer becomes insolvent or is in breach of any applicable law or any term of this Agreement. Orders for Special Products are non-cancellable.

TITLE AND RISK OF LOSS. Title to each order for Products shall pass from Egis Mobile Electric to Customer upon Egis Mobile Electric's tender of such order to the initial carrier.

CREDIT AND PAYMENTS. All payments must be in U.S. dollars. Invoices are due and payable within the time period noted on Customer's invoice, or if not noted, then within thirty (30) days, measured from the date of the invoice, subject to continuing credit approval by Egis Mobile Electric. Egis Mobile Electric reserves the right to withdraw credit at any time and for any reason. Customer payments by credit card must be paid at time of invoice and are capped at \$25,000. Egis Mobile Electric may invoice parts of an order separately or may invoice purchases of Products in one invoice. If Customer delays shipment for any reason without first obtaining the prior written approval of Egis Mobile Electric, payments shall become due from the date on which Egis Mobile Electric was prepared to make shipment and storage shall be at Customer's risk and expense.

OVERDUE ACCOUNTS. Timely payment for all invoices is of the essence. Egis Mobile Electric reserves the right to charge Customer a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law. Egis Mobile Electric shall have the right to set-off and deduct from any credit balance any sums owed from Egis Mobile Electric. If Customer fails to make payment in accordance with the payment terms specified by Egis Mobile Electric, Egis Mobile Electric may, without any liability to Customer, defer shipments until such payment is made, or may, at its option, cancel all or any part of the unshipped order. Customer shall be liable to Egis Mobile Electric for all collection expenses, including reasonable attorney's fees and court costs, incurred by Egis Mobile Electric in attempting to collect any amounts due from Customer.

CREDIT BALANCES. Unless otherwise agreed to by Egis Mobile Electric in writing, Customer must use any credit balances that have been issued by Egis Mobile Electric within one (1) year of issuance. IF NOT APPLIED OR REQUESTED WITHIN SUCH PERIOD, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND EGIS MOBILE ELECTRIC SHALL HAVE NO FURTHER LIABILITY WITH RESPECT THERETO.



www.egismobile.com

Phone: (360)768-1211

3135 Mercer Ave, Suite 102

Bellingham, WA 98225

CORRECTIONS. Egis Mobile Electric is not responsible for pricing, typographical, or other errors in any offer, catalog, price list or quotation, and reserves the right to cancel orders arising from such errors. **SPECIAL PRODUCTS.** A Special Product includes any product which has any degree of deviation in drawing, design, material, specification, usage, or labeling from the Standard Products offered in the most recent published catalog. Orders for Special Products are non-cancellable and nonreturnable. If Customer rejects any delivery of Special Products, in whole or in part, Customer is still liable for the full purchase price of such order.

RETURN POLICY. Subject to certain restrictions, new, unused, and unopened Standard Products may be returned to Egis Mobile Electric after receiving a Return Merchandise Authorization (RMA) from Egis Mobile Electric ("Authorized Returns"). To obtain an RMA, contact your Customer Services Representative or Technical Services Representative. Authorized Returns are subject to a 20% restocking fee. Authorization will not be given for the return of Products (i) which would, in Egis Mobile Electric's sole opinion, result in an excess in the amount of stock Egis Mobile Electric normally carries, (ii) which are discontinued Products, (iii) which were not invoiced within the previous twelve (12) month period, (iv) which have a Return Value (as defined below) greater than 10% of Customer's aggregated sales invoiced for the previous twelve (12) month period, or (v) which are Special Products. Unauthorized returns may be refused and returned freight collect. Authorized Returns must be in their original packaging, and, unless otherwise agreed to by Egis Mobile Electric in writing, Customer is responsible for risk of loss and shipping and handling fees for Authorized Returns. The "Return Value" for Authorized Returns shall be the lesser of (i) the prevailing fair market value of such products at the time the RMA is issued or (ii) Customer's original purchase price for the products, adjusted for bundling and promotional pricing, if applicable. The Return Value shall be paid in the form of a credit to Customer's account to be used for future purchases of Products. Special Products and discontinued Standard Products are nonreturnable.

SECURITY INTEREST. Where allowed by prevailing law, Egis Mobile Electric shall have a lien on all Products sold as security for payment on the invoice price, and upon request Customer shall provide and execute a financing statement showing such lien.

DISCONTINUED PRODUCTS. Egis Mobile Electric may modify or discontinue Products at any time without prior notice to Customer. A change in a Product may occur after a Customer places an order but before Egis Mobile Electric ships the Products. As a result, the Products a Customer receives might display minor differences from Products requested in a Customer order. However, modified or substituted Products will meet or exceed all material specifications of the original Products requested in such order. Discontinued Standard Products are nonreturnable.

LIMITED WARRANTIES; EXCLUSIVE REMEDIES. Subject to certain limitations, exclusions, and conditions, Egis Mobile Electric warrants to Customer that Standard Products (i) are, at the time of delivery, free from material defects in materials and workmanship and (ii) will, for the applicable periods set forth in Egis Mobile Electric's Limited Warranty, materially conform to the specifications for such Standard Products. Egis Mobile Electric's Limited Warranty is available at www.egismobile.com. This warranty does not apply to Special Products. Unless otherwise set forth in a writing signed by the parties, Special Products are provided a warranty of 2 years from the date of delivery. Except for this Limited Warranty, Egis Mobile Electric makes no other warranty and



www.egismobile.com

Phone: (360)768-1211

3135 Mercer Ave, Suite 102

Bellingham, WA 98225

disclaims all other warranties or liabilities as to any Product, whether express, implied, statutory, or otherwise, including all warranties of merchantability and fitness for a particular purpose.

LIMITS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EGIS MOBILE ELECTRIC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, COLLATERAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ("EXCLUDED DAMAGES"). Excluded Damages include costs of inspection, removal, and reinstallation of products or other items, rework, or recall costs (including administrative and personnel costs) of replacing or substituting items, loss of goodwill, and loss of revenue or profits, without regard to whether Egis Mobile Electric has been notified in advance of the possibility of any such claim or damage. Egis Mobile Electric's total liability for any and all claims arising out of or in connection with this Agreement in any 12-month period shall not exceed the total amount paid by Customer during the prior 12 months of this Agreement for the specific product.

UNAUTHORIZED USES. Products shall not be used for applications or environments that have not been expressly designated and approved by Egis Mobile Electric. Customer hereby acknowledges sole and exclusive responsibility to ensure Products purchased by Egis Mobile Electric operate safely within the installed electrical system, and that Egis Mobile Electric is unable to provide any definitive determination as to whether its products may or may not successfully operate in Customer's electrical system and environmental conditions.

GOVERNMENT CONTRACTS. Products are commercial items as defined in FAR 2.101. If Customer sells Products to any government, or to a government prime contractor or subcontractor, Customer shall be solely and exclusively liable for compliance with all government acquisition statutes and regulations. Egis Mobile Electric makes no representations, certifications, or warranties whatsoever about compliance with government acquisition statutes and regulations, including, without limitation, those that may relate to pricing, quality, origin or content, and specifically rejects the flow down of all FAR clauses not required to be included in a subcontract for commercial items.

LEGAL COMPLIANCE. Customer agrees to comply with all applicable U.S. and foreign laws, regulations, orders and requirements pertaining to the purchase and sale of Products, their export from the U.S., and their import into the country of destination. Without limiting the generality of the foregoing, Customer acknowledges and agrees to comply with (i) all U.S. export licensing laws and regulations, (ii) all restrictions on the sale or other transfer of Products to prohibited parties, countries or end-users, and (iii) all restrictions on the sale or other transfer of Products for a prohibited end-use. In addition, Customer acknowledges and agrees to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and all other applicable anti-bribery laws and regulations.

DUTY TO DEFEND. Customer agrees to defend, hold harmless and indemnify Egis Mobile Electric and reimburse Egis Mobile Electric for all claims, taxes, penalties, interest, costs, assessments and expenses that arise as a result of or in connection with any inadequacy or invalidity of any tax exemption certificate submitted by Customer or any act, omission or misrepresentation of Customer or any of its affiliates, employees, agents, contractors, customers, or representatives, which gives rise to any breach of this Agreement.



www.egismobile.com

Phone: (360)768-1211

3135 Mercer Ave, Suite 102

Bellingham, WA 98225

FORCE MAJEURE. Egis Mobile Electric shall not be liable in any way for any delay or cancellation in shipment, manufacture or performance due to acts of God, war, riot, insurrection, terrorism, labor difficulties, accident, acts of civil or regulatory authorities, fires, floods, quarantine restrictions, plant conditions, delays in transportation, shortages of fuel, labor or any other condition beyond Egis Mobile Electric's control.

EXCLUSIVE AGREEMENT. This Agreement constitutes the entire agreement between Customer and Egis Mobile Electric with regard to Customer's purchase of Products, and supersedes all prior oral and written understandings, communications, or agreements between the parties. Egis Mobile Electric objects to and rejects any additional or different terms or conditions in any form tendered by Customer, including expressly rejecting any provisions that dictate that Customer's terms control or any additional or different provisions in a Customer's electronic business portal. Egis Mobile Electric's failure to object to any provisions or terms from Customer will not be a waiver or amendment of any of the provisions of this Agreement. If Customer's purchase order or other correspondence contains terms or conditions in addition or contrary to this Agreement, Egis Mobile Electric's acceptance of Customer's order shall not be construed as assent to any such additional terms and conditions and will not constitute a waiver by Egis Mobile Electric of any of this Agreement. In the event this Agreement conflicts with any previous agreement or any other purchase documents between the parties, then this Agreement shall take precedence.

GOVERNING LAW. This Agreement and any claim, dispute, or controversy arising from or relating to this Agreement or Customer's purchase of any Products shall be governed by the laws of the State of Washington, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Customer irrevocably consents to personal jurisdiction of the state and federal courts in and for Whatcom, County, Washington, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

MISCELLANEOUS. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement should be found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force and will not be terminated. No course of dealing between the parties shall amend, modify or supplement any of the provisions hereof. No waiver by Egis Mobile Electric of a breach of any term of this Agreement shall not be construed as a waiver by Egis Mobile Electric of any other breach of this Agreement. Egis Mobile Electric reserves the right to update this Agreement at any time, effective upon posting an updated version at www.egismobile.com; however, Customer's rights and obligations shall be as provided in the version of this Agreement provided to Customer or made available to Customer at the time of its purchase of Products. Customer shall not assign any order or any interest herein without the prior written consent of Egis Mobile Electric. Any actual or attempted assignment without Egis Mobile Electric's prior written consent shall entitle Egis Mobile Electric to cancel such order upon notice to Customer. Notices to Egis Mobile Electric should be in writing sent by tracked next-day delivery service to: Egis Mobile Electric, 3135 Mercer Ave Suite 102, Bellingham, Washington, 98225, Attn: Legal Department. All rights, remedies and powers of Egis Mobile Electric are cumulative and may be pursued or enforced in any manner or order.



www.egismobile.com

Phone: (360)768-1211

3135 Mercer Ave, Suite 102

Bellingham, WA 98225

Egis Mobile Electric Terms of Sale - Revision Date: August 2020