

Purchase Order Terms and Conditions

1. Applicability.

(a) These Purchase Order Terms and Conditions (the "**Terms**") apply to each purchase order issued by Lift Power, Inc., a Florida corporation ("**Buyer**") (the "**Purchase Order**"). The Purchase Order is Buyer's offer to buy the goods identified in it (the "**Goods**") from the party named in it (the "**Seller**") under and subject to these Terms. The Terms and the Purchase Order together are the "**Order**."

(b) The Order is the parties' entire agreement as to its subject matter and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether oral or written. Seller accepts the Order only on its terms. These terms control over any inconsistent terms in Seller's quote, acknowledgment, invoice, or other document, all of which are expressly rejected.

(c) These Terms also apply to any repaired or replacement Goods Seller provides under the Order.

(d) Buyer has no minimum purchase or future purchase obligation under the Order.

2. Acceptance. The Order binds Buyer only if Seller accepts it by written confirmation (including email), by signing and returning the Purchase Order, or by beginning performance. Buyer may withdraw the Order at any time before acceptance.

3. Delivery Date. Subject to Section 4, Seller shall deliver the Goods in the quantities and on the date(s) stated in the Purchase Order (the "**Delivery Date**"). Time is of the essence. If Seller fails to deliver in full by the Delivery Date, Buyer may, at its option, either set a new delivery date in writing or terminate the Order immediately without liability to Seller. Seller shall indemnify Buyer for losses, claims, damages, and reasonable costs and expenses directly resulting from Seller's late delivery.

4. Quantity. If Seller delivers more Goods than ordered, Buyer may reject any or all excess Goods, which Seller shall take back at its risk and expense. The Price shall be adjusted pro rata for any excess Goods Buyer accepts. Seller may not deliver fewer Goods than ordered without Buyer's prior written consent, which Buyer may withhold in its discretion.

5. Delivery Point. Seller shall deliver the Goods to the address stated in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours, unless Buyer instructs otherwise.

6. Shipping Terms. Delivery shall be made to the Delivery Point on the terms stated in the Purchase Order.

(a) Title and risk of loss pass to Buyer only on delivery at the Delivery Point.

(b) Seller shall arrange shipment under Buyer's instructions or, if none, in a manner that ensures timely, undamaged delivery and complies with the Order, industry standards, and applicable law. Seller shall pay all freight and transit insurance. Unless the Purchase Order states otherwise, the Price includes all packaging, insurance, and transportation costs to the Delivery Point.

(c) Seller shall notify Buyer in writing when the Goods are delivered to a carrier and, within two (2) business days, provide all shipping documents needed for Buyer to receive the Goods, including the commercial invoice, packing list, and bill of lading or air waybill. The Purchase Order number must appear on all shipping and Order-related documents.

(d) Unless the Purchase Order states otherwise, Seller may not make partial shipments.

(e) Seller shall package the Goods in compliance with applicable law, industry standards, and Buyer's instructions, or, if none, in a manner sufficient to prevent damage. If Seller requires return of packaging materials, it must notify Buyer in writing in advance, and Seller shall bear the return cost.

7. Amendment and Modification. No change to the Order is binding on Buyer unless it is in writing, states that it amends the Order, and is signed by Buyer's authorized representative.

8. Inspection and Rejection of Nonconforming Goods. Buyer may inspect the Goods on or after the Delivery Date and may inspect all or any sample of them. Buyer may reject any Goods that are damaged, defective, or otherwise nonconforming. If Buyer rejects any Goods, Buyer may, by written notice and at its option: (a) terminate the Order in whole without liability to Seller; (b) accept the Goods at a reasonably reduced price; or (c) require Seller to repair or replace them at Seller's risk and expense, including all return and redelivery costs. If Seller does not timely provide repaired or replacement Goods, Buyer may obtain substitute goods from a third party, charge Seller for the cost, and terminate the Order for cause under Section 17. Buyer's exercise of rights under this Section does not limit any other rights or remedies, and Buyer may reinspect after any corrective action.

9. Price. The price for the Goods is the price stated in the Purchase Order (the "**Price**"). If no price is stated, the Price is Seller's published price in effect on the date of the Order. Unless the Order states otherwise, the Price includes all fees and applicable taxes, including sales, use, and excise taxes. No price increase is effective without Buyer's prior written consent.

10. Payment Terms. Seller may invoice Buyer only after completing delivery and only in accordance with the Order. Buyer shall pay all properly invoiced, undisputed amounts within 30 days after receiving the invoice, in U.S. dollars. If Buyer disputes an invoice, Buyer shall give Seller written notice no later than five (5) days before payment is due, identifying the disputed items and describing each in reasonable detail. Undisputed amounts remain due as provided in this Section. The parties shall work in good faith to resolve disputes promptly, and Seller shall continue performing during any dispute.

11. Setoff. Buyer may set off any amount Seller owes Buyer against any amount Buyer owes Seller.

12. Warranties. Seller represents, warrants, and covenants that:

(a) the Goods will be free from defects in workmanship, materials, and design; conform to Buyer's specifications, drawings, designs, samples, and other requirements; be fit and safe for their intended purpose and operate as intended; and be merchantable;

(b) no claim, lien, or action exists or is threatened that would interfere with Buyer's use or sale of the Goods;

(c) the Goods do not and will not infringe or misappropriate any third-party intellectual property rights; and

(d) Buyer will receive good title to the Goods, free and clear of all liens and encumbrances.

These warranties survive delivery, inspection, acceptance, and payment. They are cumulative and in addition to all warranties available at law or in equity. Any applicable limitations period runs from Buyer's discovery of the noncompliance. If Buyer notifies Seller of any breach of this Section, Seller shall, at its expense and in addition to Buyer's other remedies, promptly repair or replace the nonconforming Goods and pay all related return and redelivery costs.

13. General Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries, affiliates, successors, assigns, and their respective directors, officers, shareholders, advisors, and employees (collectively, "**Indemnitees**") from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable attorneys' and other professional fees, enforcement costs, and insurance recovery costs (collectively, "**Losses**"), arising out of or relating to the Goods or Seller's negligence, willful misconduct, or breach of the Order. Seller may not settle any claim without the prior written consent of Buyer or the affected Indemnitee.

14. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and the other Indemnitees from and against all Losses arising out of or relating to any claim that Buyer's or an Indemnitee's use or possession of the Goods infringes or misappropriates any patent, copyright, trade secret, or other intellectual property right of a third party. Seller may not settle any claim without the prior written consent of Buyer or the affected Indemnitee.

15. Insurance. During the term of the Order, Seller shall, at its expense, maintain the insurance required by the insurance requirements provided with the Purchase Order.

16. Compliance with Law. Seller is and shall remain in compliance with all applicable laws, regulations, and ordinances and shall maintain all licenses, permissions, authorizations, consents, and permits needed to perform the Order.

17. Termination. Buyer may terminate the Order, in whole or in part, at any time, with or without cause, as to undelivered Goods on fifteen (15) days' prior written notice to Seller (including by email). Buyer may also terminate the Order immediately on written notice if Seller breaches the Order in whole or in part. Buyer may likewise terminate immediately if Seller becomes insolvent, generally cannot pay its debts as they become due, files for bankruptcy, or becomes subject to any bankruptcy, receivership, reorganization, or assignment for the benefit of creditors proceeding. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for Goods received and accepted by Buyer before termination.

18. Waiver. No waiver by Buyer is effective unless in writing and signed by Buyer. No failure or delay in exercising any right, remedy, power, or privilege under the Order operates as a waiver.

19. Confidential Information. All nonpublic, confidential, or proprietary information Buyer discloses or makes available to Seller in connection with

the Order, whether oral, written, electronic, or in any other form, and whether or not marked confidential, is confidential. Seller may use it only to perform the Order and may not disclose it without Buyer's prior written consent. On Buyer's request, Seller shall promptly return or destroy all such materials. Buyer is entitled to injunctive relief for any breach of this Section. This Section does not apply to information that is public through no fault of Seller, was known to Seller when disclosed, or was lawfully obtained from a third party without a duty of confidentiality.

20. Force Majeure. No party is liable for delay or failure to perform, other than payment obligations, to the extent caused by a force majeure event beyond its reasonable control, including acts of God, flood, fire, earthquake, epidemic, explosion, war, invasion, hostilities, terrorist acts or threats, riot or civil unrest, government action, embargo, blockade, national or regional emergency, or labor stoppage (each, a "**Force Majeure Event**"). The affected party shall notify the other party within ten (10) days after the Force Majeure Event, state its expected duration, use diligent efforts to minimize the effects, and resume performance as soon as reasonably practicable. If the delay or failure continues for thirty (30) days after notice, the other party may terminate the Order on ten (10) days' written notice.

21. Assignment. Seller may not assign, transfer, or delegate any right or obligation under the Order without Buyer's prior written consent. Any attempted assignment or delegation in violation of this Section is void. No assignment or delegation relieves Seller of its obligations. Buyer may assign, transfer, or delegate any of its rights or obligations under the Order without Seller's consent.

22. Relationship of the Parties. The parties are independent contractors. Nothing in the Order creates any agency, partnership, joint venture, employment, fiduciary, or similar relationship, and neither party may bind the other.

23. No Third-Party Beneficiaries. The Order benefits only the parties and their respective successors and permitted assigns. No other person or entity has any right, benefit, or remedy under it.

24. Choice of Law. The Order and all disputes arising out of or relating to it are governed by the internal laws of the State of Florida, without regard to conflict of laws rules.

25. Choice of Forum. Any action or proceeding arising out of or relating to the Order shall be brought exclusively in the state or federal courts located in Duval County, Florida, and each party irrevocably submits to that jurisdiction and venue. Any final judgment may be enforced in any court of competent jurisdiction.

26. Cumulative Remedies. Except as expressly stated otherwise, the rights and remedies under the Order are cumulative and in addition to all other rights and remedies available at law, in equity, by statute, or under any other agreement between the parties. Notwithstanding the foregoing, if Buyer terminates the Order under Section 17, Seller's sole and exclusive remedy is payment for Goods received and accepted by Buyer.

27. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Order must be in writing and sent to the addresses stated in the Purchase Order or to any other address designated in writing. Notices may be delivered by personal delivery, nationally recognized overnight courier (prepaid), certified or registered mail (postage prepaid, return receipt requested), or email with confirmation of receipt. Unless the Order states otherwise, a notice is effective only when received and only if sent in accordance with this Section.

28. Severability. If any provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, that defect does not affect any other provision of the Order or invalidate or render unenforceable that provision in any other jurisdiction.

29. Survival. Subject to the Order's limitations and other provisions, the parties' representations and warranties survive expiration or termination. The following Sections also survive, along with any provision that by its nature should survive: Warranties, General Indemnification, Intellectual Property Indemnification, Insurance, Compliance with Law, Confidential Information, Choice of Law, Choice of Forum, and Survival.