

Purchase Order Terms and Conditions (Services)

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") exclusively govern Lift Power, Inc.'s, a Florida corporation ("**Buyer**"), purchase of services ("**Services**") from the seller named in the Purchase Order ("**Seller**").

(b) Buyer's purchase order for Services (the "**Purchase Order**") and these Terms (together, this "**Agreement**") constitute the parties' entire agreement and supersede all prior and contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. These Terms control over any of Seller's general terms and conditions, regardless of whether or when Seller submits them. This Agreement expressly limits Seller's acceptance to its terms. Seller accepts these Terms by fulfilling, or otherwise performing under, the Purchase Order.

2. Delivery of Goods and Performance of Services.

(a) Seller shall perform the Services described in the Purchase Order in accordance with the dates or schedule stated in the Purchase Order and these Terms.

(b) Seller acknowledges that time is of the essence with respect to its obligations under this Agreement, including timely performance of all delivery dates, timetables, project milestones, and other requirements.

3. Price. The price for the Services is the price stated in the Purchase Order (the "**Price**"). If the Purchase Order does not state a price, the Price is Seller's published price in effect on the date of the Purchase Order. Unless the Purchase Order states otherwise, the Price includes all fees and applicable taxes. No Price increase, whether due to increased material, labor, transportation, or other costs, is effective without Buyer's prior written consent.

4. Payment Terms. Seller may invoice Buyer on or after completion of the Services and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts within thirty (30) days after receiving the invoice, except amounts Buyer disputes in good faith. All payments must be in U.S. dollars. Without limiting any other right or remedy, Buyer may at any time set off any amount Seller owes Buyer against any amount Buyer owes Seller. If Buyer disputes an invoice, Buyer shall deliver a written statement to Seller no later than five (5) days before payment is due, identifying the disputed items and providing a reasonably detailed description of each. Amounts not timely disputed are deemed accepted and must be paid within the time required by this Section 4, notwithstanding disputes over other items. The parties shall seek to resolve all disputes promptly and in good faith. Seller shall continue performing its obligations under this Agreement during any dispute.

5. Seller's Obligations Regarding Services. Seller shall:

(a) before the Services begin, obtain, and throughout the term of this Agreement maintain, all licenses and consents necessary to provide the Services, and comply with all laws applicable to the Services;

(b) comply with all rules, regulations, and policies of Buyer (or Buyer's customer, if the Services are provided to that customer on Buyer's behalf), including security procedures for systems, data, and remote access, building security procedures, restrictions on access to certain premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the Services, including records of time spent and materials used, in a form approved by Buyer. During the term of this Agreement and for two (2) years thereafter, Seller shall, on Buyer's written request, allow Buyer to inspect and copy those records and interview Seller personnel regarding the Services;

(d) obtain Buyer's written consent before entering into any agreement with, or otherwise engaging, any person or entity other than Seller's employees, including any subcontractor or affiliate, to provide any Services to or on Buyer's behalf (each, a "**Permitted Subcontractor**"). Buyer's approval does not relieve Seller of its obligations under this Agreement, and Seller remains fully responsible for each Permitted Subcontractor's performance and compliance with this Agreement as if performed by Seller's own employees. Nothing in this Agreement creates any contractual relationship between Buyer and any subcontractor or supplier of Seller;

(e) require each Permitted Subcontractor to be bound in writing by this Agreement's confidentiality provisions;

(f) ensure that all persons acting for or on Seller's behalf, including employees, agents, and subcontractors, are properly licensed, certified, or accredited as required by law and are suitably skilled, experienced, and qualified to perform the Services;

(g) ensure that all equipment used to provide the Services is in good working order, suitable for its intended use, and compliant with all applicable legal requirements and Buyer's specified standards; and

(h) keep all Buyer equipment in Seller's possession in good working order and not dispose of or use it except as authorized in Buyer's written instructions.

6. Change Orders. Buyer may at any time direct changes to the Services by written instructions and/or drawings issued to Seller (each, a "**Change Order**"). Within thirty (30) days after receiving a Change Order, Seller shall submit a firm cost proposal. If Buyer accepts the proposal, Seller shall proceed with the changed Services subject to the proposal and this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in compensation or performance deadlines under this Agreement.

3. Warranties.

(a) Seller warrants that it shall perform the Services using personnel with the required skill, experience, and qualifications, in a professional and workmanlike manner, in accordance with best industry standards for similar services, and with adequate resources to meet its obligations under this Agreement; and

(b) the warranties in this Section 7 are cumulative and in addition to any warranties available at law or in equity. Any applicable statute of limitations begins on the date Buyer discovers the Services' noncompliance with these warranties. If Buyer notifies Seller of noncompliance under this Section, Seller shall promptly, at its own cost and expense, correct or re-perform the affected Services.

8. General Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries, affiliates, successors, assigns, and their respective directors, officers, shareholders, and employees (collectively, "**Indemnitees**") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable attorneys' and professional fees and costs, the cost of enforcing any indemnification right under this Agreement, and the cost of pursuing insurance providers (collectively, "**Losses**"), arising out of or relating to the Services purchased from Seller or Seller's negligence, willful misconduct, or breach of these Terms. Seller shall not settle any claim without Buyer's prior written consent.

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

10. Limitation of Liability. Nothing in this Agreement excludes or limits (a) Seller's liability under Sections 7, 8, and 9, or (b) Seller's liability for fraud, or for personal injury or death caused by its negligence or willful misconduct.

11. Insurance. During the term of this Agreement, Seller shall, at its own expense, maintain insurance in accordance with the Insurance Requirement provided to Seller with the Purchase Order.

12. Compliance with Law. Seller shall comply with all applicable laws, regulations, and ordinances and maintain in effect all licenses, permissions, authorizations, consents, and permits required to perform its obligations under this Agreement.

13. Termination. In addition to any other remedies available under these Terms, Buyer may terminate this Agreement immediately on written notice to Seller (email acceptable), whether before or after delivery of the Services, if Seller fails to perform or comply with any part of these Terms. Buyer may also terminate this Agreement on written notice to Seller (email acceptable) if Seller becomes insolvent, files a bankruptcy petition, or commences, or has commenced against it, any proceeding relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for Services accepted by Buyer before termination.

14. Waiver. No waiver by Buyer of any provision of this Agreement is effective unless in writing and signed by Buyer. No failure or delay in exercising any right, remedy, power, or privilege under this Agreement operates or may be construed as a waiver. No single or partial exercise of any right, remedy, power, or privilege precludes any other or further exercise of that or any other right, remedy, power, or privilege.

15. Confidential Information. All non-public, confidential, or proprietary information of Buyer, including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing,

Effective date 6.01.26

discounts, and rebates, disclosed by Buyer to Seller, whether orally or in written, electronic, or other form or media, and whether or not marked or otherwise identified as confidential, is confidential, may be used solely to perform this Agreement, and may not be disclosed or copied without Buyer's prior written consent. On Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer is entitled to injunctive relief for any violation of this Section. This Section does not apply to information that: (a) is in the public domain; (b) was known to Seller at the time of disclosure; or (c) is rightfully obtained by Seller from a third party on a non-confidential basis.

16. Force Majeure. No party is liable to the other, or deemed in default or breach of this Agreement, for any failure or delay in performing this Agreement (other than payment obligations) to the extent caused by a force majeure event affecting that party (the "**Impacted Party**"), including: (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargo or blockade in effect on or after the date of this Agreement; (f) national or regional emergency; or (g) strike, labor stoppage or slowdown, or other industrial disturbance (each, a "**Force Majeure Event**"). The Impacted Party shall notify the other party within ten (10) days after the Force Majeure Event, stating the expected duration. The Impacted Party shall use diligent efforts to end the failure or delay, minimize the effects of the Force Majeure Event, and resume performance as soon as reasonably practicable after the cause is removed. If the Impacted Party's failure or delay continues uncured for thirty (30) days after the notice required by this Section 16, the other party may terminate this Agreement on ten (10) days' written notice.

17. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without Buyer's prior written consent. Any attempted assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Seller of its obligations under this Agreement. Buyer may assign or transfer any or all of its rights or obligations under this Agreement at any time, without Seller's prior written consent, to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

18. Relationship of the Parties. The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other in any manner.

19. No Third-Party Beneficiaries. This Agreement benefits only the parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, grants any other person or entity any legal or equitable right, benefit, or remedy of any nature.

20. Governing Law. This Agreement and all matters arising out of or relating to it are governed by and construed under the internal laws of the State of Florida, without giving effect to any choice-of-law or conflict-of-law rule that would require application of the laws of another jurisdiction.

21. Submission to Jurisdiction. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the federal courts of the United States or the courts of the State of Florida, in each case located in Duval County, Florida, and each party irrevocably submits to the exclusive jurisdiction of those courts.

22. Cumulative Remedies. The rights and remedies under this Agreement are cumulative, not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other right or remedy available now or later at law, in equity, by statute, under any other agreement between the parties, or otherwise. Notwithstanding the foregoing, the parties intend that if Buyer terminates this Agreement under Section 13, Seller's sole and exclusive remedy is payment for Services accepted by Buyer before termination.

23. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the parties at the addresses shown on the face of the Purchase Order, or to any other address designated in writing by the receiving party. All Notices must be delivered by personal delivery, nationally recognized overnight courier (fees prepaid), email (with confirmation of receipt), or certified or registered mail (return receipt requested, postage prepaid). Unless the Order provides otherwise, a Notice is effective only upon receipt by the receiving party and only if the sending party has complied with this Section.

24. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that invalidity, illegality, or unenforceability does not affect any other provision of this Agreement or render that provision invalid, illegal, or unenforceable in any other jurisdiction.

25. Survival. Any provision of these Terms that by its nature should survive termination or expiration of this Agreement will remain in effect, including

Warranties, General Indemnification, Intellectual Property Indemnification, Insurance, Compliance with Law, Confidential Information, Governing Law, Submission to Jurisdiction, and this Section 25.

26. Amendment and Modification. No change to this Agreement or these Terms is binding on Buyer unless it is in writing, expressly states that it amends this Agreement, and is signed by Buyer's authorized representative.