

Controlling Terms: The project description and these Terms and Conditions govern this quotation. Any additional or different terms in any proposal, quotation, draft agreement, sales acknowledgment or otherwise will be null and void and of no force or effect. Execution of a Purchase Order, acceptance of payment, or shipping of Product constitutes Buyer's acceptance of these Terms and Conditions. No modification of these terms shall be binding on either party without mutual written consent.

Price and Additional Costs: Price excludes sales taxes, duties, tariffs, or delivery. Such additional costs will be the responsibility of Buyer unless otherwise agreed in writing.

Title and Risk of Loss: Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

Delivery and Freight Terms: Delivery shall be made FOB IEA, Kenosha, WI, USA. Customer responsible for all freight arrangements. If product is not picked up within 7 days of the agreed shipment date buyer will be charged a storage fee at the rate of 1% of the order value per week or 0.5% of the order value for partial week.

Payment Terms: Domestic Customers (US and Canada): For orders under \$25,000 terms are NET 30 invoiced at time of title transfer. For orders in excess of \$25,000 terms are 50% due at time of order and 50% NET 30, invoiced at time of title transfer International Customers: For all orders 50% is due at the time of order and 50% due prior to shipment. These prepayments are required in order to secure necessary metals and lock the prices included on the quotations. All payment terms are subject to creditworthiness.

Limitation of Liability: IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER 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 AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS.

Termination: In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In case of termination by Buyer, Seller is entitled to recover cost incurred for the order plus a restocking fee of 25% of the order value, unless the cancellation is within 30 days of agreed upon shipment date in which case Buyer will be responsible for the full price of the product. Buyer is entitled to receive any partially finished product upon receipt of payment to Seller.

Confidential Information: All confidential or proprietary information of either Party, including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, pricing, discounts, or rebates, disclosed by one party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied or shared unless authorized in advance by the other Party in writing. Upon request, Buyer or Seller shall promptly return all documents and other materials received. Parties shall be entitled to injunctive relief for any violation of this Section.

Intellectual Property: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), and all trade names, logos, trademarks, trade secrets, know-how and other confidential information, together with all derivative works and all goodwill associated therewith, and all other rights in and to all articles, documents, work product, drawings, designs, prints, and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller in the course of performing under this Agreement, shall be owned by Seller. Except as otherwise expressly and specifically provided, no license, transfer or assignment of Seller’s proprietary rights shall occur as a result of this Agreement or any order. Buyer acknowledges and agrees that any Seller documents, work product, drawings, designs, prints, or other materials provided to Buyer are being provided solely for the purpose of facilitating the placing of orders with Seller, and Buyer may not use such materials for any other purpose whatsoever, including without limitation for sourcing any product or services from any supplier other than Seller.

Force Majeure: The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, QUOTATION TERMS AND CONDITIONS IEA, LLC 9625 55th St., Kenosha, WI 53144 | (262) 942-1414 2 national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Limited Warranty: Seller warrants to Buyer that for the shorter of 1) twelve (12) months from date of approval or commissioning by user customer or 2) 18 months from title transfer (“Warranty Period”), that such Goods will materially conform to [the specifications set forth in Seller’s Quote or Buyer-approved drawings in effect as of the date of manufacture and will be free from material defects in material and workmanship (the “Warranty”). EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION “LIMITED WARRANTY,” SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The Seller shall not be liable for a breach of the Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller’s place of business at Seller’s cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer’s claim that the Goods are defective.

The warranties set forth are inapplicable to and exclude any defect, damage, or malfunction resulting from (i) normal wear and tear, corrosion, or damage caused by vibration (ii) misuse, negligence, or modification of the Product, (iii) repair service provided by third parties not approved in advance by IEA (iv) failure by Buyer to follow IEA installation and operation manuals or instructions, (v) failure of parts or components or services not provided by IEA or (vi) any other cause outside IEA's reasonable control.

Inspection and Rejection of Non-conforming Goods: Buyer shall inspect the Goods within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Non-conforming Goods covered by this Limited Warranty, Goods will be repaired or replaced by IEA provided that the subject Product was installed and maintained according to IEA's Installation and Operation Manual.

Buyer shall afford IEA the opportunity to utilize IEA Field Service technicians for all warranty or potential warranty claims or issues. When IEA technicians are not utilized, Product components identified as causing the warranty claim and therefore replaced must be returned to IEA for analysis or, if the Product is repaired rather than replaced, then acceptable digital pictures must be provided for warranty claim authorization.

IEA values its program of continuous improvement and therefore reserves the right to improve its products through changes in Product design or materials at its discretion without obligation to incorporate such changes in products it previously manufactured.

Buyer's sole and exclusive claim under this Limited Warranty is the repair or replacement, at IEA option and expense, of the non-conforming Product or components thereof.

Assignment: IEA warranties extend only to Buyer and are not assignable to, or assumable by, any subsequent purchaser, in whole or in part. Any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

Governing Law: All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin

Submission to Jurisdiction: Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in the City and County of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Severability: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction