



DF5001-00

## GENERAL TERMS AND CONDITIONS OF SALE

<b>PRICES</b>	All prices shall be in accordance with HindlePower, Inc. price lists and quoted prices in effect at the time of receipt of purchase order. Minimum billing is \$50.00 US per item unless agreed otherwise.
<b>TERMS</b>	Quoted prices are acceptable within thirty (30) days, and subject to Net 30 terms from date of invoice, unless otherwise stipulated. Invoices may be submitted as partial shipments are made. If during the period of contract the financial condition of the purchaser does not justify the terms of payment specified, <b>HindlePower, Inc.</b> may require full or partial payment in advance before proceeding with the contract. If exporting, see EXPORT TERMS.
<b>TAXES</b>	Prices are exclusive of any tax or other charges <b>HindlePower, Inc.</b> may be required to collect or pay upon the sale of items quoted. Such charges are payable by the purchaser and all purchase orders must state the existence and amount of any charges which it is the Company's responsibility to collect or indicate by certificate exemption.
<b>SHIPMENT</b>	The promised shipment date is estimated from current production schedules and is subject to confirmation at the time of receipt of purchase order. <b>HindlePower, Inc.</b> is not responsible for any loss, damage or delay of any type caused by reasons beyond its control. Unless specifically agreed upon in writing, exact time of delivery is not a condition of sale and purchaser waives any right to or claim for cancellation, return or penalty. Shipments shall be FCA shipping point unless agreed otherwise. <b>HindlePower, Inc.</b> reserves the right to partial shipments unless instructed otherwise. Special packing, crating and handling charges that may be required shall be added to the purchaser's account.
<b>TITLE</b>	Unless otherwise agreed in advance in writing, all orders will ship, <b>HindlePower, Inc.</b> manufacturing or distribution facility, as applicable, with title and risk of loss passing to you upon the Company's delivery of the product to the first common carrier.
<b>CLAIMS</b>	The responsibility for claims for damages and non-receipt is transferred to the consignee after bill of lading or express receipt is signed. Claims for damage should be made to the carrier by the purchaser after inspection upon receipt, and not later than ten (10) days thereafter. Claims for shortage must be made to the carrier or <b>HindlePower, Inc.</b> no later than five (5) days after receipt of shipment.
<b>WARRANTY AND LIMITATION ON LIABILITY</b>	<p>All items manufactured by <b>HindlePower, Inc.</b> are warranted to be free from defects in material and workmanship for a period of five (5) years from delivery, as defined by <a href="#">JF5001-00</a>. During the warranty period, parts found to be defective by our inspection will be repaired or replaced free of charge, and supplied FCA our factory. Third-party accessories not designed or tested by <b>HindlePower, Inc.</b> shall carry the warranties of their respective manufacturers.</p> <p>No warranty is expressed or implied with respect to damages to <b>HindlePower</b> equipment, or any consequential damages, arising from improper usage or application, or modification beyond the scope required for normal operation. <b>HindlePower, Inc.</b> accepts no engineering responsibility for components or systems beyond those manufactured by the Company.</p> <p><b>HindlePower, Inc.</b> shall in no event be liable for any indirect, consequential, incidental, special, or other damages except for direct or compensatory damages, regardless of whether a claim for any such damages is based in contract, tort, strict liability, or any other legal theory. The total liability of <b>HindlePower, Inc.</b> arising under the purchase order shall be limited to the available proceeds of its insurance coverage maintained in the ordinary course (certificates of insurance available upon request).</p>
<b>RETURNS</b>	Any materials returned to <b>HindlePower, Inc.</b> must have written authorization (RMA form) issued by the Company.
<b>ACCEPTANCE OF ORDERS</b>	These terms and conditions shall become part of the order and constitutes a binding mutual agreement between the purchaser and <b>HindlePower, Inc.</b> These conditions shall take precedence over any which may appear on the purchaser's standard form, unless otherwise agreed in writing.
<b>CANCELLATION</b>	Orders are not subject to cancellation except by mutual consent, and on terms which will indemnify <b>HindlePower, Inc.</b> against any loss.
<b>GENERAL</b>	These terms and conditions are subject to change without notice. <b>HindlePower, Inc.</b> represents that with respect to the production of the articles and/or the performance of the services stated herein, it has fully complied with all of the applicable provisions of the Fair Labor Standard Act of 1938 as amended.



DF5001-00

## EXPORT TERMS

Export Regulation. The Products quoted under Export Control Classification Number (ECCN) EAR99, including any software, documentation, and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation, or technical data (collectively, "Regulated Products") may be subject to US export control laws and regulations, including but not limited to the Export Administration Regulations and the International Traffic in Arms Regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Regulated Products to any jurisdiction or country to which, or any party to whom, or for any use for which, the export, reexport, or release of any Regulated Products is prohibited by applicable U.S. or non-U.S. law, regulation, or rule. The Customer shall be responsible for any breach of this Section by its, and its successors' and assigns', parent, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors, and shall indemnify Company against any claims arising therefrom. The Customer shall comply with all applicable U.S. and non-U.S. laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Regulated Products. The Customer shall provide prior written notice of the need to comply with such laws, regulations, and rules to any person, firm, or entity which it has reason to believe is obtaining any such Regulated Products from the Customer with the intent to export or reexport.

United States Treasury Department's Office of Foreign Assets Control ("OFAC"). The Customer represents and warrants that it is, and agrees to continue to be, in compliance with all Laws administered by OFAC or any other Governmental Entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). The Customer further represents and warrants that it is not, and agrees to continue not to be, an Embargoed Target or otherwise subject to any Economic Sanctions Law.

OFAC Covenant. The Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, the Customer shall not directly or indirectly (a) export, re-export, transship, transfer, or otherwise deliver (or permit the delivery of) the Goods or any portion of the Goods to an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.