

TERMS AND CONDITIONS OF SALE

In the following Terms and Conditions of Sale (as further defined in Section 2.1 below, the “Agreement”), the below are the conditions of sale by RenuTrak, LLC (the “Seller”) to any buyer or customer (the “Buyer”). Seller and Buyer may be individually referred to as a “Party” and collectively as the “Parties”.

1. **Applicability.** The sale of any Service or Products under a Seller’s Sales Order (which includes without limitation variations such as a work orders, statements of work, purchase agreements, or Buyer issued purchase order in response of a Seller’s Sales Order or quote, etc.), are governed solely by this Agreement, irrespective of whether this Agreement is referenced in any purchase order from Buyer. **Buyer’s issuance of purchase orders for all or a portion of the Products and Services from the Seller is express acceptance of the Agreement and** any other document accompanied by or containing any terms and conditions of sale or purchase, whether preprinted and delivered with a purchase order, are expressly rejected.

2. Definitions.

2.1. “Agreement” means these Terms and Conditions of Sale, the Sales Order to which they are attached (inclusive of its appendices and exhibits). In the event the terms of the Sales Order and its other Appendix A differ with the Terms and Conditions of this Appendix C, the terms of Appendix A will prevail if conflicting or be considered complementary.

2.2. “Applicable Laws” means the requirements of all statutes, licenses, laws, rules, regulations, codes, standards, ordinances, judgments, permit requirements, decrees, writs, legal requirements, and orders, of any national, federal, regional, provincial, state, communal, municipal, or local court or other governmental authority, and the official, written judicial interpretations of each (including any updates, revisions, or modifications promulgated from time to time), that is applicable to the Products, this Agreement, or the Parties.

2.3. “Product” means any equipment, material, part, photovoltaic module of any series (“Module”), piece part, or their respective subassemblies more fully described in a Sales Order.

2.4. “Services” means those services generally described in this Agreement and more particularly described in one or more Sales Order, each of which shall be incorporated herein by this reference (the “Services”).

2.5. “Point of Destination” shall mean the Buyer’s location at which the Services are to be performed and/or at which Products are delivered to or, if Products are part of execution of Services, where the Products are installed as defined in the Sales Order.

2.6. “Sales Order” means the Seller document to which these Terms and Conditions of Sale are attached listing the Products or Services to be sold to Buyer and their price.

2.7. “User Guide” means any Module or Product installation, repair, operation instructions, means and methods, or guide document that may be provided to Buyer, at any time.

2.8. “Change in Law” means an amendment, modification, superseding act, deletion, addition, change to applicable codes and standards, or change to applicable law or Governing Law including, but not limited to, tax laws, tariffs, quotas, duties, legislative or regulatory changes that takes effect after a budget, quote, Sales Order, or this Agreement has been issued and is in effect

3. Orders.

3.1. Sales Order is subject to Seller’s minimum order requirements (if any), Product availability and lead times, and Seller’s written acceptance of such Sales Order. Order acknowledgements do not constitute acceptance.

4. Products Viability.

4.1. Given the nature of unknown or knowable details including but not limited to original equipment condition, specs, site details, or site conditions; Seller makes no guarantee as to the success or probability of rectifying any malfunction with the Buyer’s installed equipment the Products were intended or that it was hoped to address.

5. Provisioning and Products Availability.

5.1. Seller’s obligation to ship Products may be subject to Seller’s or any third-party manufacturers, distributors, or wholesalers lead times and availability for Products or subcomponents or tools needed to produce said Products, and other constraints. To the extent any Products is suspended or discontinued, Seller will use commercially reasonable efforts to notify Buyer of such known delay or discontinuation, and Seller shall not be obligated to stockpile any discontinued Products or subcomponents of Products to meet its obligations hereunder.

6. Use, Delivery, and Schedule

6.1. For Products

6.1.1. Products will be scheduled for delivery in accordance with the terms set forth on the applicable Sales Order. Seller will make commercially reasonable efforts to meet such delivery schedule and adjustment to the delivery schedule requested by the Buyer (though additional charges may apply).

6.1.2. Export and Import record fees and other fees, costs, insurance, duties, tariffs, and / or taxes related to the Product (if applicable) applies to the Point of Destination and Incoterms set forth in the Sales Order.

6.1.3. Shipping and Handling costs will be in accordance with those set forth in the Sales Order.

6.1.4. Products will be delivered in accordance with the terms set forth on the applicable Sales Order and Seller will deliver Products to the address(es) communicated to it by the Buyer (the “Point of Destination”). Buyer will be solely responsible for any onward transportation of the Products from the Point of Destination.

6.1.5. If the Products are going into a larger or interconnected system, no guarantee is made as to the interaction of the components even if the intent is that they will integrate together. Should Seller offer Buyer written instructions, guidance, or other advice which concerns the interconnection of any equipment, or any system or equipment, such advice shall not subject Seller to any liability of any kind.

6.1.6. The Products require proper installation. Seller may provide advice or guides intended to assist with installation but the same may not fully be able to account for all circumstances, situations, or interconnected system effects, layouts, or constructs. Buyer should employ those properly trained installers and must be maintained as is common, prudent, and as specifically instructed.

6.2. For Services

6.2.1. Services are those of consultation, guidance, and facilitation of Buyer or Buyer’s 3rd party installation and operation personnel or teams with regards to the Products and will be performed to the ordinary skill and care of similar professionals in the industry and market including assisting with example installations.

6.2.2. Seller may rely on Buyer furnished information including drawings, site reports and data without independent verification. Seller may perform its own surveys of the site or engage 3rd parties including engineers to review Buyer furnished data in its efforts to provide the Services to the best of its ability and it is understood and expected that the same will rely upon Buyer provided data.

7. Title; Risk of Loss.

7.1. For any shipment of Product, risk of loss will pass to the Buyer per the terms set forth in the Sales Order and title / ownership shall retained by the Seller until Seller's receipt of full payment set forth in the Sales Order. In order to secure timely payment of all amounts due from Buyer to Seller under this Agreement, Seller has the right to lien and / or place a security interest on all Products or Services (the "Security Interests") and Seller may only enforce its Security Interests if Seller fails to make payments when due under this Agreement and not cure that failure within 10 calendar days after receipt of written notice of such failure.

8. Purchase Price; Payment.

8.1. Purchase Price.

8.1.1. The price for Product and Services are as set forth in a Sales Order and applicable to additional terms and conditions set forth therein.

8.2. Payment.

8.2.1. Payment shall be made in accordance with the terms set forth on the applicable Sales Order.

8.2.2. Buyer will make payment in United States Dollars in accordance with the terms set forth in the Sales Order and payment instructions of derivative invoices from the Seller, without any set-off, withholding, deduction or reduction for any Transaction Taxes (as defined below). The default payment terms if not otherwise stipulated in the Sales Order shall be NET 30 from the date of invoice from Buyer.

8.2.3. Each invoice may also include, to the extent applicable, the amount of any Transaction Taxes to be paid by Buyer to Seller for collection by Seller on behalf of any taxing authority.

8.3. Late Payment.

8.3.1. If Buyer fails to make any payment by the relevant due date, Seller may suspend delivery of any or all Product shipments or performance of Services to Buyer.

8.3.2. Without prejudice to any other remedy available to Seller under this Agreement or in law or equity, interest will accrue on overdue payments commencing from the relevant due date until the receipt of payment in full by Seller at an interest rate equal to the London Interbank Offered Rate (LIBOR) in effect as of the payment due date, plus two percent (2%); or the maximum permissible interest rate under the Governing Law.

9. Taxes.

9.1. All prices set forth in Seller's Sales Order are exclusive of any taxes, including present and future state, county, city and district sales and use, transfer, value added, goods and services, excise, gross receipts, business and occupation, withholding or similar taxes (collectively, "Transaction Taxes").

9.2. Transaction Taxes are the sole responsibility and liability of Buyer.

9.3. If Buyer is eligible for any exemption (including any abatement or deferral) from any Transaction Taxes, Buyer must provide Seller satisfactory evidence of the exemption (including for example, a copy of the certificate of exemption issued by the relevant taxing authority).

10. Inspection. In addition to Inspection requirements of an applicable Sales Order:

10.1. Upon delivery at the Point of Destination, Buyer shall (i) conduct a visual inspection of the packaging (including, if a container, the seal

numbers to confirm a match against the corresponding seal numbers noted in the packing slip, bill of lading or shipping manifest); (ii) conduct a visual inspection of the exterior of the packaging to identify if any damage to packaging or Products, or if seals have been compromised or tampered with; and (iii) inspect all packaging for shortage.

10.2. For Products, Buyer must notify Seller in writing within five (5) calendar days following delivery of any alleged damage or shortage identified during inspection, clearly describing the nature, circumstances, and extent of the alleged damage or shortage with accompanying photographic evidence documented and transmitted to Seller.

10.3. Buyer is to separate any such alleged damaged Product into a safe, segregated area and make the damaged Product available for inspection at the Point of Destination by Seller (or its authorized representatives) at a reasonable time and provide reasonable assistance to Seller (or its authorized representatives) in conducting the inspection if such inspection is requested by Seller.

10.4. Upon Seller's verification of the damage or shortage which is Seller's responsibility, Seller will either repair, replace, or deliver supplemental product for the damaged or Product shortage.

10.5. All Products or Services will be deemed accepted if Buyer fails to provide Seller with notice within the time periods for each respectively described in Section 10.

11. Gratuitous Advice. Seller and its affiliates will not be liable for any advice, recommendations, or assistance made to Seller, Seller's representatives, or other third parties including those that may be detailed in a User Guide.

12. Buyer Product Disposal Obligations. Buyer is to dispose of Products in accordance prudent industry practices, guidelines provided by Seller (if applicable), and Applicable Laws.

13. Disposal and Recycling.

13.1. Buyer will make reasonable efforts to recycle any delivered Products at the end of their life in accordance with any Applicable Laws.

14. Tool Loans.

14.1. For the purposes of this Agreement, "Tool" means any Seller provided jig, tool, or equipment including (but not limited to) software, know-how, or guides.

14.2. Any Tools listed as being on loan to Buyer or Buyer's representative as part of this Sales Order shall remain the property of the Seller or Seller's representative or sub-supplier (whichever may be the case) and shall be returned by Buyer at Seller's stated schedule. Additionally,

14.2.1. Any such Tools shall not be duplicated, copied, modified, or used outside its intended purpose, and

14.2.2. Any Tool shall be in the care and custody of the Buyer while on loan and any damage to the Tool while under the Buyer's care and custody, Seller may charge the Buyer for applicable repairs at its discretion. Seller may require Buyer to have an insurance policy for such Tools against loss, theft, or damage.

15. Force Majeure and Adverse Change.

15.1. For purposes of this Agreement, "Force Majeure" means civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemic, epidemic, acts of God, or other similar occurrences beyond the reasonable control of the Party so defaulting or delaying performance of any obligation.

15.2. Neither Party shall be considered in breach of this Agreement or under any liability to the other for failure or delay in performance of any obligation under this Agreement that is caused by or is a result of an event of Force Majeure, and the time of performance of an affected obligation shall be extended by a period of time equivalent to the length of the applicable event of Force Majeure. Nevertheless, any additional reasonable costs incurred by Seller due to any Force Majeure may be added to the Purchase Price by Seller and be subject to Payment under Section 8.

15.3. Adverse Change.

15.3.1. Definition of “Adverse Change” will mean any of the following events: (i) a Change in Law, introduction of new laws, rules or regulations that substantially prevent, delay, restrict, increase price or cost of Products, or interfere with the production, sales, distribution, import, export, resulting in a commercial impact on availability, price, or use of a Product or components thereof; or (ii) any circumstances outside the control of the Seller, including but not limited to market forces, strikes or other labor disturbances, embargoes, or those that are not interpreted as a Force Majeure event.

15.3.2. The Seller will notify the Buyer if circumstances arise that cause an Adverse Change which affects or applies to Sales Orders, including any for which a Buyer purchase order or approval has been given, issued, and / or down payments, deposits, or milestone payments have been made to Seller. Seller may use commercially reasonable efforts to cure, mitigate, or prevent impacts of an Adverse Change including changing in price, terms, delivery schedule, delivery method, country of origin, or other terms in Seller’s control and advise the Buyer of such changes which impact the price or delivery schedule of Products or Services accordingly and provide a change order to the Sales Order taking into consideration the Adverse Changes. Buyer and Seller will meet promptly to review the change order to implement it or discuss adjustments to accordingly for continued preparation, execution, and delivery of the Products or Services of the Sales Order. For the avoidance of doubt, Seller reserves the right to modify or change the terms, or even, at its sole discretion, to terminate a Sales Order, or this Agreement due to Adverse Changes and will provide the Buyer a notice accordingly thereof.

16. Limited Warranties.

16.1. Products Warranty. Products that are not manufactured by the Seller; it will assign any available warranties from the Product manufacturers to the Buyer as the only and sole and exclusive warranty terms and conditions under this Agreement. Products which the Seller is the manufacturer (including assembly as finished goods) Seller will warrant the Product as specified in the Sales Order. Products are equipment that deteriorate as they are used or exposed to elements or conditions beyond their specifications, and any warranty does not cover the wear and tear on Products (including but not limited to electric components, motors, drives, mechanical componentry, wire, and electrical connectors) and any deterioration in performance arising from the wear and tear of Products is not covered or subject to any warranty unless otherwise stated. Seller’s Products may be installed with other equipment of an interconnected system or standalone system. If the interconnected or standalone system causes a fault, error, damage to the Product or the interconnected system or standalone system by their combination of install, the same shall not be covered by a warranty nor claim for damage or liability of Seller for damage to Products, interconnected system, or standalone system. Changes to the Products by Buyer or other 3rd parties, including those of Buyer, their client, or others after delivery and not approved in writing by warranty provider shall void any warranty. Any misuse or improper storage, installation, or operation of the Products shall void any warranty. SELLER MAKES NO REPRESENTATION OF WARRANTIES AND DISCLAIMS ANY EXPRESS,

IMPLIED, OR OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PURPOSE.

16.2. Limitation of Warranty. THE FOREGOING WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING WITHOUT THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY SERVICES BY THIRD PARTIES WHETHER IDENTIFIED OR REFERRED TO THE BUYER BY THE SELLER OR NOT. BUYER’S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY BY ARE LIMITED TO THOSE SET FORTH IN THIS SECTION 16.

17. Indemnity

17.1. Each Party (an “Indemnitor”) will indemnify, hold harmless and, upon the other Party’s (the “Indemnitee”) request, defend at Indemnitor’s expense Indemnitee and its officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Persons”) from and against any loss, claim, cost, suit, action, liability, judgment, decree, damage or expense, including attorneys’ fees (each a “Loss” and, together, “Losses”), imposed upon, incurred by or asserted against the Indemnified Persons, arising from any third party (including governmental) claim, demand or action arising from the willful misconduct or fraud of Indemnitor or its employees, agents, representatives, successors or assigns. Seller shall not indemnify Buyer for claims arising from the use, installation, or operation of the Products, including use inconsistent with applicable specifications, poor site conditions or poor conditions of interconnected systems the Products are used on or incorporated into, lack of following industry standards including in the storage, repair, installation, operation, maintenance, or disposal of Products, or failure to review and follow delivered guides or instructions (if applicable) or Seller’s failure to seek clarifications on the same if unclear, violation by Seller of Applicable Law or mandates, guidance, or requirements of authorities having jurisdiction of the Products or sites in which the Products are installed in, used or stored at.

17.2. Indemnitee will give reasonable written notice to Indemnitor of any event set forth above that is covered by the indemnification obligations set forth in this Section 17.2; provided, however, that a delay in such notice will not terminate Indemnitor’s indemnification obligations unless such delay has materially impaired the defense of such matter. Upon Indemnitee’s request that Indemnitor defend any such matter, Indemnitor will have sole and exclusive control of the defense of such matter, including the choice and direction of legal counsel. At any time during the course of any such matter, at the written request of Indemnitee, Indemnitor will permit Indemnitee to intervene or otherwise appear in or in connection with any such matter, personally or through counsel selected by Indemnitee, at Indemnitee’s expense. Indemnitor will not settle or compromise any such matter without obtaining the prior written consent of Indemnitee. Indemnitor and Indemnitee agree to cooperate in good faith and keep each other fully informed of material developments in or with respect to any such matter and each agrees to use its commercially reasonable efforts to assist in the defense or prosecution thereof.

18. Limitation of Liability. EXCEPT FOR THE PARTIES CONFIDENTIALITY OBLIGATIONS UNDER SECTION 19, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE BUYER'S OBLIGATION FOR PAYMENT UNDER SECTION 8.2, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS ARISING FROM THIS AGREEMENT SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE ACTUAL PAYMENTS MADE BY BUYER TO SELLER UNDER THE SALES ORDER ANY SUCH CLAIMS RESULTED FROM UNDER THIS AGREEMENT. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN SIX (6) MONTHS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE BY EITHER PARTY ON AN OPEN ACCOUNT.

19. Confidentiality.

19.1. Each party agrees that the prices, warranty terms, delivery methods, and other terms and constructs set forth in this Sales Order, and this Agreement, any documents marked confidential provided in conjunction with the delivery of Products or Services, and other information that would reasonably be assumed to not be information readily known to the general public shall be considered confidential between the Parties (collectively, "Confidential Information"). Each Party shall hold in confidence any Confidential Information provided or supplied by the other Party. Buyer may only use Seller Confidential Information as necessary to perform its obligations under this Agreement if applicable and these requirements are complementary and additional to any non-disclosure agreements which may exist between the Parties.

20. Term and Termination.

20.1. Term. This Agreement shall remain in effect until all Products and Services described are completed and delivered accordingly and all payments have been made to Seller by Buyer (the "Term") unless terminated earlier as allowed under this Agreement.

20.2. Termination by Seller. Seller may terminate this Agreement, without prejudice, if (i) Buyer breaches its obligations under this Agreement, or (ii) if Buyer fails to make payments as stipulated under a Sales Order and Agreement, or is unable, or admits its inability to pay its debts as they become due, or shall voluntarily file any petition under any bankruptcy or similar law seeking dissolution, liquidation or reorganization or the appointment of a receiver, trustee, custodian, or liquidator for itself or a substantial portion of its assets or business, or is adjudicated bankrupt, or makes a general assignment for the benefit of creditors; or (iii) involuntary proceedings or any involuntary petition is commenced or filed against Buyer under any bankruptcy or similar law seeking the dissolution, liquidation, or reorganization of Buyer, or any writ, judgment, warrant of attachment, execution, or similar process is issued or levied against a substantial part of the assets or business of Buyer. Any down payment, deposit, milestone payments that have been made or are scheduled to be made by Buyer for ordered or delivered Services or Products which can't be commercially cancelled by Buyer may not be refunded.

20.3. Termination by Buyer. Buyer may terminate this Agreement or Sales Order, without prejudice if (i) Seller breaches its obligations under this Agreement, or admits in writing its inability to pay its debts as they become due, or shall voluntarily file any petition under any bankruptcy or similar law seeking dissolution, liquidation, or reorganization or the appointment of a receiver, trustee, custodian, or liquidator for itself or a substantial portion of its assets or business, or is adjudicated bankrupt, or makes a general assignment for the benefit of creditors; or (ii) price increases greater than 25% from the original Sales Order due to Seller's increase in the core cost of the Products or Services not tied to a Force Majeure, Change in Law, or Adverse Change; or (iv) involuntary proceedings or any involuntary petition is commenced or filed against Seller under any bankruptcy or similar law seeking the dissolution, liquidation, or reorganization of Buyer, or any writ, judgment, warrant of attachment, execution, or similar process is issued or levied against a substantial part of the

assets or business of Seller. Any or down payments, deposits, or milestone payments that have been made or are scheduled to be made by Buyer for ordered or delivered Services or Products which can't be commercially cancelled by Seller may not be refunded to Buyer.

20.4. Obligations upon Termination. Termination of this Agreement or Sales Order for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts owed but unpaid at the time of such termination, including, without limitation, the confidentiality obligations contained herein. Buyer shall pay Seller for all Products and all Services rendered prior to the effective date of termination, including any inventories or costs incurred in obtaining inventories of Products or Services Seller has done in good faith to meet its obligations under this Agreement or Sales Order, or otherwise detailed therein, including but not limited to those that are non-cancellable orders for Services or Products minus restocking or cancellation fees (if any) for work or orders in progress which Seller is unable to cancel due to the Termination.

20.5. Provisions that are clearly intended to survive termination shall thusly survive, including the following provisions : 2, 8.2, 8.3 9, 11, 12, 13, 16, 17, 18 and 19.

21. Assignment.

21.1. This Agreement may be assigned or delegated, in whole or in part, by either Party with the other's prior written consent, provided, however, either Party is acquired by a 3rd Party, under which said Party may assign this Agreement upon written notice to the other and such 3rd Party who shall take on its obligations of this Agreement accordingly. For the avoidance of doubt, Seller may assign this Agreement or any Sales Order or purchase order without Buyer's consent in connection with a corporate reorganization, merger, acquisition, or sale of all or substantially all of its assets.

22. Advertising.

22.1. Neither Party may advertise or publicize the details of this Agreement without prior written consent.

23. Relationship of Parties.

23.1. Each Party are independent entities and not an agent, employee or legal representative of the other. This Agreement does not establish a joint venture or partnership between Seller and Buyer. Neither Party has authority to act on behalf of the other in any matter or to bind the other by any promise or representation.

24. Notices.

24.1. Any notice, invoice or other document or communication which is required to be given by either Party under this Agreement shall be given in writing and shall be deemed to have been duly given if (i) delivered by hand, (ii) sent by an internationally recognized courier service for delivery within two (2) business days, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid or (iv) sent by confirmed fax (with a simultaneous confirmation copy sent in accordance with (ii) or (iii)), to the other Party's address as set forth in the Sales Order, or (v) delivered via email, addressed to the Party to be notified at such address as such Party shall specify in the Sales Order.

24.2. The provisions of this Section 24 do not govern the methods of communication to be used by the Parties to perform their obligations under this Agreement in due course.

25. Further Assurances.

25.1. In order to more fully assure the Parties of the benefits of this Agreement, each Party agrees to deliver to the other such confirmations of fact, records, certificates, instruments of assignment and other documents as may be reasonably requested by a Party to carry out the intent and purposes of this Agreement.

26. Laws and Disputes.

26.1. This Agreement and the rights of the Parties shall be interpreted and governed exclusively by the laws of the State of Arizona in regards to Products and Services or, when Services are rendered outside of Arizona and local state laws where those Services were tendered in that certain local regulations apply, those certain regulations will apply accordingly (the "Governing Law"), without regard to its conflicts of law principles.

26.2. The Parties agree that all disputes hereunder are to be first discussed between officers or those with executive power for a period of thirty (30) days in good faith attempt to reach resolution and, if such resolution is not agreed upon, to mediated or arbitrated using the American Arbitration Association rules and standard. If no resolution is found the matter will be submitted to a United States District Court or Arizona State Court. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) and the Convention on the Limitation period in the International Sale of Goods shall not apply to this Agreement.

27. Miscellaneous.

27.1. This Agreement, including all Sales Orders that may be incorporated herein, constitutes the Parties' entire understanding with respect to the subject matter hereof, notwithstanding any prior activities or agreements of the Parties, whether oral or written, and supersedes all prior oral or written agreements, negotiations, conversations or representations regarding the subject matter hereof. Each Party objects to the inclusion of any terms or conditions proposed by the other (including in any invoice or purchase confirmation) that are different from or additional to the terms and conditions of this Agreement. The Parties intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.

27.2. Amendments. No amendment, modification, or waiver of any term of this Agreement will be binding upon either Party unless in writing and signed by an authorized agent of the Party against whom such amendment, modification or waiver is sought to be enforced.

27.3. Severability. If any provision of this Agreement is determined to be unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provision of this Agreement and will be construed as if the unlawful or unenforceable provision were not included herein.

27.4. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party found to be at sole fault. If the Parties are found to be at fault proportionally, then such found proportional percentage of fault of one Party to the other shall apply to recovery of expenses.

27.5. Reference. The Section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All capitalized terms defined herein include both the singular and plural and use of any term in the singular includes the plural and plural includes the singular, wherever so required by fact or context. As used herein, "including" will mean "including but not limited to" and "unreasonably withheld" will mean "unreasonably withheld or delayed."

27.6. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing a Sales Order or issuing a purchase order (or other purchasing commitment and agreement) are authorized to execute the same under the terms and conditions of this Agreement. No further proof of authorization shall be required.

27.7. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative

of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

27.8. Rights Cumulative. The rights and remedies set forth herein shall be the Parties' sole and exclusive remedies for any breach of this Agreement.

