



LITEON GROUP

Power Innovations International, Inc.

Terms and Conditions for EV Chargers & Power Conversion

1. SCOPE

Scope of Application. These terms and Conditions of Sale (“**T&C**”) apply to all sales of EV-Charger-related Products (as defined herein) or related orders issued by Power Innovations International, Inc. (hereinafter referred to as “**SELLER**”) to BUYERs (hereinafter referred to as “**BUYER**”).

Product(s). “**Products**” hereunder shall mean EV Charging products and power conversion products, or their products, components, materials, or related services, as set out in the Orders (as defined herein) agreed by SELLER.

2. QUOTATIONS AND ORDERS

Acceptance. Acceptance of T&C shall be deemed to have occurred upon (a) SELLER’s acknowledgment, confirmation of any form of quotations or orders (collectively, “**Order(s)**”); or (b) any other writing the BUYER may provide to SELLER relating to BUYER’s acceptance hereof; or (c) BUYER’s acceptance of any Products or any portion of the Products or services; or (d) the sale and shipment by the SELLER of the Products covered hereby shall be conclusively deemed to be subject to T&C and shall constitute BUYER’s assent to T&C. SELLER’s failure to object to any provision of T&C or Orders from BUYER shall not be a waiver of T&C.

Completeness. If there is any conflict between T&C and other agreements, T&C shall prevail unless agreed in writing by SELLER. The issuance of the Order constitutes the complete and exclusive statement of T&C regarding the purchase and sale of the Products (collectively, the Order, T&C, “**Agreement**”), and supersedes and cancels all previous or contemporaneous understandings and agreements, whether oral or written.

Order of Precedence. If BUYER’s commercial documents contains terms that are inconsistent with, additional to, or in conflict with T&C, the BUYER’s form shall be used for convenience only and shall evidence BUYER’s unconditional agreement to T&C, and such conflicting, additional, or inconsistent terms or conditions contained in BUYER’s commercial documents shall be deemed a solicitation of the offer set forth herein and shall not be considered a part of the Agreement, but shall be deemed rejected and of no binding force or effect whatsoever between the BUYER and SELLER, and the T&C hereof shall supersede and shall exclusively govern and control. This Agreement may not be modified except in a writing signed by SELLER and BUYER to be bound.

3. PRICING AND PAYMENT TERMS

Pricing. The prices of Products exclude any taxes or duties that are currently or may be imposed on the production, storage, sale, transportation, or use of the Products.

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Downpayments and Installments. Unless otherwise specified by SELLER in writing, BUYERs shall pay fifty (50) % of the invoiced amount in U.S. Dollars upon acceptance of the Order, and the remaining fifty (50) % upon shipping notice by SELLER.

Payment Terms. Payment for Products shall be due within thirty (30) days from the date of receipt of the invoice by the BUYER.

Payment Method. Payment shall be made via transfer to the account specified by the SELLER.

Late Payment Fee. Failure to make payment by the due date will result in a late payment fee of one point five (1.5) % per day of the unpaid, outstanding balance. In the event that payment is delayed beyond the agreed due date, all outstanding fees shall become immediately due and payable.

4. Delivery and Risk Transfer

Intercoms. Unless otherwise agreed to in writing by SELLER, all prices quoted and Products shipped are F.O.B. Shipping point, freight prepaid and charged back. Title and risk of loss of all Products shall pass to BUYER upon SELLER's delivery to the carrier for shipment. BUYER shall pay for all freight, handling, delivery, and insurance charges for shipment of Products.

5. Delayed Delivery and Force Majeure

(a) General Delayed Delivery

Estimation Purposes Only. The BUYER acknowledges and accepts that the delivery date provided by SELLER is for estimation purposes only and shall not be considered a binding commitment by the SELLER.

Claims. Claims of late delivery are void unless made prior to receipt of Products, and receipt of Products shall constitute a waiver of any claim of late delivery. The obligation of BUYER to claim in prior does not apply to the causes of invents of Force Majeure (as defined herein).

Assignment. No order is assignable without prior written approval of SELLER.

(b) Delayed Delivery of Majeure Events

Waiver of Force Majeure Events. "**Force Majeure**" shall mean any event or circumstance beyond the reasonable control of the SELLER, including but not limited to natural disasters (such as earthquakes, floods, and hurricanes), acts of war or terrorism, pandemics, government-imposed lockdowns, strikes, and other labor disputes. SELLER shall not be liable for delays in delivery of or failure to perform due to causes beyond the reasonable control of SELLER, such causes shall include, without limitation, events of Force Majeure.

Mitigation. In the event of Force Majeure, the SELLER will notify the BUYER and take reasonable steps to mitigate the impact. SELLER shall rearrange deliveries at a reasonable time after such causes are removed or resolved.

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Extension of Time: The time for performance of the SELLER's obligations under this Agreement shall be extended by a period equal to the duration of the Force Majeure event, plus a reasonable period for the SELLER to resume performance.

Termination. If the Force Majeure event continues for a period of more than one hundred and eighty (180) days, either party may terminate this Agreement by giving written notice to the other party. In the event of such termination, neither party shall have any liability to the other except for obligations that accrued prior to the Force Majeure event.

Exclusions. Force Majeure shall not include financial difficulties, changes in market conditions, or other events that could have been reasonably foreseen and mitigated by the SELLER.

6. Product Acceptance and Returns

Inspection Period. BUYER is deemed to have accepted Products unless written notice of rejection is given to SELLER within five (5) days after receipt of Products or risk transferred per designated intercom ("**Inspection Period**"). In the event BUYER rejects any Products during the Inspection Period, such Products must be returned in accordance with SELLER's Return Material Authorization (as defined herein) process as set forth in this section and be in their original packaging.

Return Material Authorization ("**RMA**").

Prior to returning any Products or parts to SELLER for any reason, BUYER must comply with SELLER's RMA process as follows:

- (a) BUYER shall request in writing a detailed description of the claimed defects and obtain an RMA ticket from SELLER;
- (b) within two (2) weeks after receipt of such RMA ticket, BUYER shall, at its own expense, deliver the alleged defective Products or parts to the designated repair facilities subject to the RMA ticket issued by SELLER;
- (c) BUYER shall provide remote access to SELLER as SELLER requests for RMA inspection purpose, or SELLER is entitled to reject the RMA ticket without further liabilities.

Any Products or parts returned without a valid RMA ticket or number may be rejected and returned to BUYER at BUYER's expense.

Repairing and Replacement.

With compliance of RMA process as Section 6, SELLER shall bear responsibility to repair or replace alleged parts; however, such repairing or replacing shall be at SELLER's discretion.

- (a) Replacement of parts may be new or refurbished and shall meet specifications of the original Orders;

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(b) All repair applicable must be executed at SELLER's facilities, or other repair facilities as designated by SELLER; (c) SELLER shall only bear the costs of replacement parts and expenses of transportation to the BUYER. All other costs, expenses, and charges related to the warranty services, including but not limited to labor for replacement, de-installation, re-installation, and transportation of non-conforming Products or parts thereof to SELLER and back to BUYER, shall be borne by the BUYER.

7. Warranty and Limitation of Liability

Warranty Period. SELLER warrants that Products purchased hereunder are free and clear of all liens and encumbrances and provides a warranty period of two (2) years from the date of invoice by BUYER.

Exception. The section set forth herein will not apply to any Products that: (a) is subjected to misuse, abuse, accident, improper use, handling, storage, or improper installation, non-compliant combination, non-compliant usage; (b) is modified or repaired by anyone other than SELLER or person authorized by SELLER; (c) uses of the Products is not an authorized combination with non-SELLER provided hardware or software; (d) is in relation to the appearance damage. The BUYER warrants and represents that all Products purchased from the SELLER shall be used exclusively for business or commercial purposes and not for consumer, i.e., the BUYER's personal, or household purposes.

PRODUCTS BY SELLER ARE PROVIDED "AS IS". SELLER MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER IN RESPECT THEREOF. SELLER DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, SATISFACTORY QUALITY OR SUITABILITY OF EV CHARGERS AND ITS RELEVANT PRODUCTS AS ADEQUATE SECURITY FOR BUYER'S INTENDED USE.

Limitation. The exclusive liability of SELLER and the exclusive remedy of BUYER with respect to any claim or defects of the Products. In no event shall SELLER be liable for indirect, special, incidental or consequential damages of any nature, including, but not limited to, loss of profit, promotional or manufacturing expenses, overhead, injury to reputation or loss of BUYERs, personal injury or property damage, or any claims raised from end users.

IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT SET FORTH IN ORDERS IN DISPUTES WHICH SELLER HAS RECEIVED FOR PRODUCTS. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE LIABILITY LIMITATIONS IN THIS T&C ARE ESSENTIAL ELEMENTS OF THIS T&C AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE MATERIAL AND ECONOMIC TERMS OF THIS T&C WOULD BE SUBSTANTIALLY DIFFERENT.

8. Intellectual Property

All intellectual property rights, including but not limited to patents, trademarks, copyrights, and trade secrets, in any materials, products, or information provided by the SELLER to the BUYER under this Agreement shall remain the exclusive property of the SELLER. The BUYER acknowledges and agrees that it shall not acquire any rights, title, or interest in the SELLER's intellectual property. The BUYER shall not use, reproduce, or disclose any of the SELLER's intellectual property without the prior written consent of the SELLER, except as necessary to perform its obligations under this Agreement. Any improvements, modifications, or derivative works created by the BUYER based on the SELLER's intellectual property shall be owned exclusively by the SELLER.

9. Confidentiality

The BUYER agrees to keep confidential all information, whether written or oral, that is disclosed by the SELLER in connection with this Agreement (the "**Confidential Information**"). The BUYER shall not disclose any Confidential Information to any third party without the prior written consent of the SELLER, except as required by law or as necessary to perform their obligations under this Agreement. The BUYER shall take all reasonable measures to protect confidentiality of the Confidential Information and shall ensure that their employees, agents, and subcontractors who have access to the Confidential Information are bound by similar confidentiality obligations.

10. Termination

Either party may terminate this Agreement by providing sixty (60) days' written notice to the other party. The SELLER reserves the right to terminate this Agreement immediately upon the BUYER's breach of any terms of this Agreement. Termination of this Agreement shall not preclude the SELLER from pursuing any claims for liability or damages against the BUYER.

11. Cancellation

Orders accepted by the SELLER may not be canceled or rescheduled without the SELLER's written consent and are subject to cancellation or reschedule charges determined by the SELLER. In addition, any excess material caused by such cancellation or rescheduling shall still be paid for by the BUYER. The BUYER acknowledges and agrees that the SELLER shall have the sole discretion to determine the amount of such charges and the cost of excess material.

13. COLLECTION COSTS AND SET-OFF

Collection. The BUYER acknowledges that all payments are accepted subject to collection by the SELLER. In the event that the BUYER fails to make timely payment, the BUYER agrees to pay all of the SELLER's costs of collection, including but not limited to reasonable attorney fees, costs, and third-party collection fees. Such amounts shall be in addition to any other remedies that may be available to the SELLER at law or

in equity.

Set-Off. Furthermore, the SELLER shall have the right to set off any amounts owed by the BUYER against any amounts payable to the BUYER under this Agreement or any other agreement between the parties.

15. EXPORT REGULATIONS

The sale of SELLER's products and services is subject to and contingent upon compliance with U.S. Export Administration Regulations and all applicable laws. All international orders are contingent upon the approval of export licenses required by the applicable government and regulations. The BUYER acknowledges and agrees that the use, sale, re-export, delivery, or retransfer, directly or indirectly, of the items described herein, in or to any activities related to the design, production, use, or stockpiling of chemical, biological, or nuclear weapons or missiles is strictly prohibited. The SELLER reserves the right to cancel any orders or terminate this Agreement if the BUYER fails to comply with these regulations, without any liability to the SELLER.

16. DESIGN, SOFTWARE, AND MONITORING

Design Changes. SELLER and its suppliers reserve the right to change the design or specifications of the products at any time without notice. The BUYER acknowledges and agrees that any such changes shall not constitute grounds for cancellation or modification of any orders.

Software Licensing. The SELLER grants the BUYER a non-exclusive and non-transferable license to use the embedded software on the Products, without limitation as to time or place. Title to the software shall remain with the SELLER or its suppliers. The BUYER shall not use the software separately or without embedding it on the SELLER's Products through any means. Any violation of this restriction may result in the termination of the license. Back-up copies of the software may be made solely for archival and disaster recovery purposes after acquiring the SELLER's written approval. The SELLER reserves the right to revoke the license if the BUYER fails to comply with these terms.

Remotely Monitor. Upon acceptance of the orders by the BUYER, the SELLER shall be entitled to remotely monitor the Products and provide the latest firmware updates. The BUYER hereby grants the SELLER authorization to access the Products for these purposes.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This T&C and the performance by the parties hereunder shall be governed by the laws of the State of Utah, U.S.A. Any action or proceeding arising from or in connection with this T&C or the Products and services provided by the SELLER shall be brought exclusively in the state or federal courts located in Salt Lake City, Utah. Each party hereby consents to the exclusive jurisdiction and venue of such courts for such disputes and agrees not to argue that such courts are an inconvenient forum for such disputes. If any part of this T&C is declared by an arbitrator, court, or other body having jurisdiction



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to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.