



CE+T Energy Solutions: Terms and Conditions & Warranty

Terms and conditions

In absence of fully executed purchase agreement, any customer purchase order placed in connection with this quote is subject to CE+T's Standard Terms and Conditions irrespective of conflicting language on customer purchase order.

1. Offer and Acceptance:

CE+T offers to sell and deliver power conversion products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms, and may not be varied, delayed, rescinded or canceled without CE+T's prior written approval. CE+T hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless CE+T expressly agrees to such terms in writing.

2. Prices and Releases

CE+T's price stated on Buyer's purchase order and accepted by CE+T shall apply. If a purchase order has deliveries scheduled over one year from the date issued, and if the price of fuels, metals, raw materials, equipment or other production costs increases significantly, CE+T shall have the right and Buyer shall have the obligation to renegotiate the price of all products not yet shipped, and if an agreement is not reached, CE+T shall have the right to terminate this contract without liability.

3. Title, Delivery and Product Acceptance

Shipments shall be delivered F.O.B. CE+T's designated shipping dock for domestic (US) shipments and Ex-Works origin (Incoterms 2010) CE+T's designated shipping dock for international shipments. Title and liability for loss or damage of products shall pass to Buyer when such products are made available for pickup to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall be responsible for any and all import duties, taxes or any other expenses incurred, or licenses or clearances required. CE+T may deliver products in installments. Delivery dates are estimates. CE+T shall not be liable for any damage, losses or expenses incurred by Buyer if CE+T fails to meet the estimated delivery dates. Buyer must promptly notify CE+T of any shortage, defect or other discrepancies in shipments received from Buyer hereunder no later than ten days after receipt thereof. If Buyer does not so notify CE+T, any such shipment is hereby deemed accepted by Buyer and Buyer hereby waives any rights it may have to reject such shipment.

4. Payment Terms

If CE+T extends credit to Buyer, payment terms shall be net thirty (30) days after the date of CE+T's invoice. CE+T may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. Payments made after the due date are subject to a 1.5% per month late payment services charge or, if less, the maximum rate allowed by law. If Buyer fails to make any payment when due, CE+T may suspend or cancel performance under any agreements in which CE+T has extended credit to Buyer. CE+T's suspension of performance may result in rescheduling delays. If, in CE+T's judgment, Buyer's financial condition does not justify the payment terms specified herein, then CE+T may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. If CE+T so terminates, Buyer shall reimburse CE+T for all costs incurred by CE+T in connection with this contract (including, raw materials, work-in-



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progress and finished goods purchased and/or manufactured to support the order) through the date of cancellation. Termination in accordance with this clause shall not affect CE+T's right to pursue any other available remedies.

5. Taxes

Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. CE+T will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides CE+T with a duly executed sales tax exemption certificate prior to sale. If Buyer is required by law to withhold any amount of tax from its payment to CE+T, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.

6. Contingencies

CE+T shall not be in breach of this contract and shall not be liable for any non-performance or delay in performance if such nonperformance or delay is due to a force majeure event or other circumstances beyond CE+T's reasonable control, including but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God. In the event of a shortage of products, CE+T may, at its sole discretion, allocate product production and deliveries.

7. Warranties

- 7.1. CE+T'S SOLE WARRANTIES WITH RESPECT TO ITS PRODUCTS, AND BUYER'S SOLE AND EXCLUSIVE REMEDIES THEREFOR, ARE SET FORTH IN THE APPLICABLE CE+T LIMITED WARRANTY PROVIDED TO BUYER IN CONNECTION WITH THIS QUOTE, AND INCORPORATED BY REFERENCE HEREIN. EXCEPT AS SET FORTH IN THE AFOREMENTIONED LIMITED WARRANTY, ALL PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." CE+T DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7.2. Buyer agrees that prior to using or distributing any systems that include CE+T products, Buyer will thoroughly test such systems and the functionality of such CE+T products as used in such systems. CE+T may provide technical, applications or design advice, quality characterization, reliability data or other services at its standard rates for such services. Buyer agrees that providing these services shall not expand or otherwise alter CE+T's warranties, as set forth above, and no additional obligations or liabilities shall arise from CE+T providing such services.
- 7.3. Safety-Critical, Medical, and Military Applications. Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products, and any use of CE+T products in its applications, notwithstanding any applications-related information or support that may be provided by CE+T. Buyer represents and agrees that it has all the necessary expertise to create and implement safeguards which anticipate dangerous consequences of failures, monitor failures and their consequences, lessen the likelihood of failures that might cause harm and take appropriate remedial actions. Buyer will fully indemnify CE+T and its representatives against any damages arising out of the use of any CE+T products in safety- critical applications. Only those CE+T products which CE+T has specifically designated as military grade are designed and intended for use in military/aerospace applications or environments. Buyer acknowledges and agrees that any military or aerospace use of CE+T products which have not been so designated is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.
- 7.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY, UNLESS CE+T HAS PROVIDED BUYER A SEPARATE WRITTEN WARRANTY WITH RESPECT TO ANY GIVEN PRODUCT, PROTOTYPE, EVALUATION, DEVELOPMENT AND ALL OTHER PRODUCTS NOT IDENTIFIED BY CE+T AS "CERTIFIED" ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." CE+T DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PROTOTYPE, EVALUATION, DEVELOPMENT AND OTHER UNCERTIFIED PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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8. Intellectual Property Indemnification

- 8.1. Subject to clauses 8.2, and 9.1, CE+T will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Buyer, or agreed to by CE+T as settlement or compromise, and will defend Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products manufactured and supplied by CE+T to Buyer directly infringe any United States, Canadian, Japanese or European Union member country patent, copyright, or trade secret; provided CE+T is (i) promptly informed and furnished a copy of such claim, suit, or proceeding, (ii) given all evidence in Buyer's possession, custody or control, (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer hereby agrees to make available to CE+T the benefit of any defense available to Buyer to any infringement allegation hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such infringement allegation.
- 8.2. In the event of an allegation for which CE+T is obligated to defend Buyer pursuant to clause 8.1, CE+T may, but shall not be obligated to: (i) obtain a license that allows Buyer to continue the use of the products, (ii) replace or modify the products so as to be non-infringing, but in a manner that does not materially affect the functionality of the products, or (iii) if neither (i) nor (ii) is available to CE+T at a commercially reasonable expense, then CE+T may refund to Buyer the purchase price and the transportation costs of such products and prospectively cease to indemnify Buyer with regard to such products without being in breach of this contract. If CE+T elects to provide either of the options set forth in clauses (i) and (ii) above, CE+T's indemnity obligation pursuant to clause 8.1 shall be entirely fulfilled as to that individual claim, except for any damages, liabilities, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to CE+T taking such action. If CE+T elects the option set forth in clause (iii) above, CE+T's indemnity obligation under this contract shall be entirely fulfilled, regardless of any additional claims.

9. Limitation of Liability

- 9.1. IN NO EVENT WILL EITHER PARTY BE LIABLE HEREUNDER FOR LOSS OF REVENUE, PROFIT, USE OR DATA, SUBSTITUTE GOODS, BUSINESS INTERRUPTION, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE PRICE PAID OR OWED BY BUYER FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO BUYER'S VIOLATION OF CE+T'S INTELLECTUAL PROPERTY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

10. Confidential Information, Restrictions and Intellectual Property

- 10.1. All intellectual property, including but not limited to, technical and commercial information, patents, trade secrets, trademarks, copyrights, software, inventions, technology, ideas, concepts, know-how, tooling, techniques and other proprietary materials, data, schematics, designs, production techniques, ideas, and other information relating to pricing, descriptions, and availability CE+T has supplied or shall supply Buyer, excluding public domain information or information that Buyer lawfully possessed in tangible form before receiving such information from CE+T ("IP"), is proprietary to CE+T and disclosed to Buyer in confidence only to assist Buyer to evaluate and use the Products. Buyer agrees to hold in confidence and not to directly or indirectly disclose or make IP available to any other person or use such IP except for such limited purpose. Except as expressly provided in clause 10.2 below, sale of products to Buyer does not convey a license, implied, express or otherwise, under any CE+T IP. The rights and restrictions herein shall remain in effect in perpetuity. Buyer acknowledges, confirms and agrees that the products incorporate trade secrets of CE+T and the provisions of these Terms are necessary to protect CE+T's trade secrets and other confidential information. Buyer may not modify, adapt, translate, publish, reverse engineer, decompile, disassemble or create a derivative work based upon the product (including Software, defined below), or remove the Software from the product. Buyer shall not make or distribute copies of the Software and shall acquire no rights of ownership in the Software. Furthermore, Buyer shall not use or assist any third party to perform any such prohibited act. Buyer will not use the products



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for the development of any product incorporating any CE+T product technology or to sell or solicit to sell any product incorporating any CE+T product technology. It is important for CE+T to be able to continually have access to improvements to CE+T's Product because such access allows CE+T to continually provide its customers with better products and services. As such, Buyer hereby grants and agrees to grant to CE+T a nonexclusive, worldwide, irrevocable, royalty free, perpetual license and right to make, use, sell and offer to sell, and import any improvements developed by Buyer that are based on or derived from the products provided or sold to Buyer by CE+T, and to sublicense such rights through multiple tiers.

10.2. Sale of the products may include delivery of accompanying pre-installed software or firmware (collectively "Software"). Subject to Buyer's compliance with these terms including without limitation the restrictions contained in clause 10.1, CE+T hereby grants to Buyer a limited, nonexclusive, personal, nontransferable license (without right to sublicense) to do the following: (a) use the Software in object code only as embedded by CE+T in the product and solely to operate such product; and (b) copy the documentation related to the Software solely to assist Buyer to use the Software to operate the product.

11. General

These terms shall be governed by and construed in accordance with the laws of the United States and the State of Texas. Any disputes arising out of these terms or the CE+T products shall be adjudicated exclusively by a court of competent jurisdiction located in the Western District of Texas. Each party hereby waives any venue objections to such courts. The parties agree that the United Nations Conventions on Contracts for the International Sale of Goods are specifically excluded. None of the Products or underlying information or technology may be exported or re-exported, directly or indirectly, contrary to US law or US Government export controls. No modifications, changes, additions or amendment to the terms and conditions or promises, representations, or warranties that differ in any way from these terms shall be binding on CE+T unless such modifications, changes, waivers, additions or amendments are in writing and signed by a duly authorized representative of CE+T. The waiver of any breach or default hereunder shall not constitute the waiver of any subsequent breach or default. If any provision of these Terms shall to any extent be held invalid or unenforceable by a competent court of jurisdiction, the remainder of these terms shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law. Buyer shall not assign the performance obligations or any rights hereunder, whether by merger, change of control, operation of law or otherwise without the prior written consent of CE+T and any attempt to assign in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their permitted successors and assigns. The parties acknowledge and agree that damages at law may be inadequate remedies for the breach of this Agreement, including, without limitation, Section 10 and, accordingly, agree that the other party is entitled to seek injunctive or other equitable relief with respect to any breach by a party of such sections without the necessity of proving actual damages or posting a bond or other security. The rights set forth in this section shall be in addition to any other rights that the parties may have at law or in equity. All notices and other communications under these terms and conditions shall be in writing by registered or certified mail, postage prepaid, overnight courier, or electronic facsimile to the receiving party at its address set forth in the Quotation or Purchase Order, or to any other address a party may direct in writing. Any notice or other communication sent by facsimile shall be deemed to have been received on the day it is sent. Any notice or other communication sent by registered or certified mail or courier shall be deemed to have been received five (5) business days after its date of posting.

Warranty

1. Introduction

This CE+T Limited Warranty (this "**Warranty**") for 30kW battery converters and grid resilient 30kW power conversion systems manufactured by CE+T ("**Products**") is made by CE+T Inc., a Delaware corporation with offices located at 4120 Freidrich Lane, Suite 100, Austin, TX 78744 ("**CE+T**").

This Warranty extends to the original purchaser of a Product ("**Buyer**") and to the transferee of a Product ("**End-User**") and each of Buyer and End-User, a "**Warrantee**" from an authorized distributor of CE+T ("**Distributor**") and will become effective on the Effective Date (defined below) and remain in force for a period of ten (10) years ("**Warranty Period**"). The "**Effective Date**" shall occur with respect to a Product on the date when title of such Product passes to Warrantee (as demonstrated by proof of sale from a Distributor where Warrantee is an End-User); provided, however, in no event shall the Effective Date be postponed more than one (1) year after shipment



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of a Product from CE+T to a Buyer and then only if purchased through a Distributor. For the avoidance of doubt, for purposes of this Warranty, a "Distributor" shall be considered a "Buyer."

This Warranty is only valid for Products purchased and installed in North America.

2. Product Warranty

Subject to the terms and conditions herein, CE+T warrants that during the Warranty Period, Products will (i) be free from material defects in materials and workmanship, and (ii) meet CE+T's specifications in effect at the time such Product was made (each, a "**Standard**").

As Warrantee's sole and exclusive remedy, and CE+T's entire liability, for any Product that does not conform in all material respects to the Standards (such product, a "**Defective Product**"), CE+T shall, at its sole option and expense (i) repair such Defective Product with new and/or reconditioned parts, (ii) replace such Defective Product with new and/or reconditioned Products having specifications equal to or better than those in effect at the time the Defective Product was made, or (iii) refund the purchase price of the Defective Product, as determined by CE+T.

This Warranty gives the Warrantee specific legal rights, and the Warrantee may also have other rights which vary from state to state.

3. Warranty Conditions and Exclusions

The warranties provided in Section 1 are conditioned on the following (each, a "**Warranty Condition**"): (i) the installation, use, operation and maintenance (including with respect to frequency of maintenance) of a Product in accordance with the CE+T Installation and Operations Manual (as may be amended, restated or otherwise revised from time to time) and any other operating or other manuals relating to such Product that CE+T may provide to Warrantee from time to time and explicit acknowledgment by Buyer that all Products require periodic maintenance, as outlined in this unit's Operation Manual, and it is the responsibility of the Buyer to perform regular maintenance. Failure to properly maintain the unit and perform regular maintenance may void the Warranty., (ii) Warrantee making a Claim (defined below) during the Warranty Period, (iii) CE+T receiving payment in full for the Product, (iv) if applicable, Warrantee's complete performance and compliance with the representations and warranties in Section 5, and (v) no person making any effort to disassemble the Product or any portion thereof.

In no event shall this Warranty cover any defect, loss, damage, failure or other nonconformity of a Product ("**Excluded Defect**") that are directly or indirectly caused by or arise out of any of the following:

- Failure to commission the inverter within 12 months from the date of the CE+T Energy Solutions commercial invoice, or if the inverter has been commissioned, and thereafter shut down or depowered for a period in excess of 12 months;
- Failure to install a secure ethernet network connection to each converter installed at the site;
- Alterations or modifications to a Product including repairs other than by CE+T or its authorized contractors including, but not limited to, breakage of a Product's seal without prior CE+T written consent;
- Warrantee's or any third-party's equipment, including, without limitation, components of any system a Product is integrated into by Warrantee;
- Improper or non-standard installation or operation; including penetrations to the power converter's enclosure other than the bottom wiring bracket, where all wiring conduit must be correctly installed;
- Insufficient ventilation of the device and any consequential thermal damages
- Corrosion due to exposure to aggressive atmospheres or environmental conditions outside the scope of design
- Failure to observe the applicable safety regulations (UL, CSA, VDE, IEC, etc.)
- Use or operation with defective electrical and/or mechanical equipment;
- A force majeure occurrence, including, without limitation, lightning, overvoltage, severe weather, fire, earthquakes and floods, pest damage, or the influence of foreign objects;
- Improper handling during transportation or storage or damage during shipping;
- Failures and/or faults in relation with any third-party accessories;
- Damage or failure caused by negligence, an accident, an object striking the unit, fire, theft, vandalism, contamination, freezing, unapproved installation, modifying or altering the unit, or external influences such as, but not limited to, environmental exposure, abnormal grid power quality, and/or any other misuse;
- This warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure Your Product meets the applicable regulatory requirements which are in place at the time of purchase, please see the applicable Product Manuals and/or Your sales contract.



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The items below are expressly not covered by this CE+T Limited Factory Warranty:

- All items not originally sold by CE+T including, but not limited to, installed cables, controllers, (rechargeable) batteries, Current Transformers (CT), Voltage Transformers (VT), and communications devices;
- Consumables and parts subject to regular wear and tear (including, but not limited to, varistors, surge arresters, string fuses, ESS handles, filters, (rechargeable) batteries, or overvoltage protection devices);
- Cosmetic or finish defects which do not directly influence energy production, or degrade form, fit, function;
- The warranty does not cover travel and accommodation costs as well as onsite assembly, installation, or maintenance costs related to repair or replacement of the Product;
- Changes to the existing PV system, the building installation and the like, or any expenditure of time and the costs resulting from this are not covered by the warranty;
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair, removal and/or replacement of the Product (including but not limited to labor, transportation, temporary power);
- Damages arising because the use of the Product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the delivery of the Product,

4. Warranty Claim Process

During the Warranty Period (and at no other time), Warrantee may make a claim (“**Claim**”) under this Warranty if it believes a Product it purchased is a Defective Product by contacting CE+T directly at support@cet-power.com or (512) 697-3941 and providing the following information:

- Product model number and serial number;
- Description of the Product failure;
- Proof of purchase; and
- Current location of the Product.

Upon receipt and acceptance by CE+T of a Claim, CE+T will elect, at its sole option, to inspect, repair and/or replace, as applicable, the Product(s) relating to such Claim at (i) CE+T’s facilities or another service location of CE+T’s choosing or (ii) such Product’s then current location (“**Field Service**”, and collectively, “**Warranty Services**”), and shall notify Warrantee of its election.

5. Claim Acceptance; Responsibility for Expenses

a) If CE+T determines the Product does not conform in all material respects to the Standards, and the Claim is not otherwise excluded from this Warranty, such Claim shall be deemed “accepted” and CE+T shall remedy such Claim pursuant to Section 1.

b) Notwithstanding anything to the contrary contained herein, in CE+T’s Terms and Conditions of Sale for Power Conversion Products entered into by CE+T and Warrantee (“Sales Terms”), if any, or in Warrantee’s Product purchase order (“Purchase Order”), if CE+T determines, in its professional opinion, that, with respect to a Product that is the subject of a Claim, (i) such Product conforms in all material respects to the Standards, (ii) any Warranty Condition has not been met, or (iii) the claimed defect is an Excluded Defect, the claim shall be deemed “not covered” and CE+T shall provide a written repair quote, which must be accepted by Warrantee prior to commencement of repair. Warrantee will be invoiced for authorized repairs, alteration or services performed on such Product upon return shipment.

The below table sets forth the expenses to be borne by each party in the event a Claim is (i) “accepted” pursuant to Section 4(a), or (ii) “not covered” pursuant to Section 4(b).

Item	Party Responsible	
	Accepted Claims	Claims not Covered by This Warranty
Removal and re-installation of Product	Warrantee	Warrantee
Repair labor	CE+T	Warrantee, at CE+T’s standard rates
Spare parts and materials	CE+T	Warrantee



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Travel expenses and per diem	Warrantee	Warrantee
Troubleshooting / Cause determination on Product	CE+T	Warrantee
Shipping	Warrantee	Warrantee
Administration service processing fees	CE+T	Warrantee

6. Field Service Representations and Warranties

Warrantee represents and warrants that during CE+T’s performance of Field Service, it will provide, or cause to be provided:

- a. full, barrier-free access to the subject Product;
- b. all resources necessary to inspect, repair or replace, as applicable, the subject Product, including safety or lifting equipment, upon CE+T’s request; and
- c. authorization for CE+T to enter any premises where the subject Product is located.

7. Assignment and Subcontracting

This Warranty is personal to Warrantee and may not be assigned or otherwise transferred (except from a Distributor to an End-User), in whole or in part, without CE+T’s prior written consent, such consent to be granted or withheld in CE+T’s sole discretion. CE+T may, in its sole discretion, subcontract the performance of any Warranty Services to any third-party; provided (i) such third-party is, in CE+T’s professional opinion, qualified to perform such Warranty Services and (ii) CE+T shall remain responsible for performance of any such Warranty Services by its subcontractors. For purposes of Sections 3 and 5, the term “CE+T” shall mean “CE+T or its authorized contractor.”

8. Disclaimer and Limitation of Liability; Waiver of Consumer Rights

THE LIMITED WARRANTY DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY CE+T, WHERE PERMITTED BY LAW, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO WARRANTEE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CE+T EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, NO IMPLIED WARRANTY SHALL APPLY TO ANY PRODUCT AFTER THE EXPIRATION OR TERMINATION OF THE WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE WARRANTEE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CE+T’S AGGREGATE MONETARY LIABILITY TO WARRANTEE AND ANY THIRD-PARTY FOR ANY REASON AND FOR ALL CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO CE+T FOR THE PRODUCT COVERED BY THIS WARRANTY. UNDER NO CIRCUMSTANCES SHALL CE+T BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES HOWEVER CAUSED, EVEN IF CE+T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE WARRANTEE.

WARRANTEE HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF WARRANTEE’S OWN SELECTION, WARRANTEE HEREBY VOLUNTARILY CONSENTS TO THIS WAIVER.

9. Dispute Resolution

a) Informal Resolution. CE+T and Warrantee shall attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Warranty, or the breach, termination, or invalidity thereof (each, a “Dispute”) by negotiation and consultation between themselves.

b) Arbitration. If any Dispute remains unresolved after ten (10) days of informal resolution attempts, promptly upon written request from either CE+T or Warrantee to the other, such Dispute shall be submitted for arbitration to be administered by the American Arbitration



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Association in accordance with its Commercial Arbitration Rules. The arbitration proceedings shall be conducted before a panel of three neutral arbitrators, all of whom shall be members of the bar of the state of Texas. The arbitration, including the rendering of the award, shall take place in Austin, Texas. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The language to be used in the arbitration shall be English. Except as may be required by law or to enforce the award, none of CE+T, Warrantee or any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the arbitration proceeding.

c) Exclusive Remedy. The procedures set forth in this Section shall be the exclusive remedy and mechanism for resolving any Dispute that may arise from time to time. Warrantee must seek resolution of any Dispute utilizing the mechanisms and procedures in this Section prior to pursuing any legal remedy in the courts. For the avoidance of doubt, Warrantee may not seek relief for any Dispute against CE+T in any court under the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act (15 U.S.C. §§ 2301-2312), or any other laws or regulations, prior to fully exhausting its rights and remedies under this Section.

d) Survival. The terms of this Section shall survive any termination or expiration of this Warranty.

10. Payment Terms

If Warrantee owes CE+T any amounts under this Warranty, payment terms shall be net thirty (30) days after the date of CE+T's invoice. Payments made after the due date are subject to a 1.5% per month late payment services charge or, if less, the maximum rate allowed by law.

11. Interpretation

To the extent a Product that is subject to this Warranty is also subject to Sales Terms, this Warranty is provided in conjunction with such Sales Terms. To the extent there is any inconsistency between this Warranty and any applicable Sales Terms, such Sales Terms order shall control if, and only if, such Sales Terms expressly reference this Warranty, and that the Sales Terms shall control.