

**RESA POWER, LLC**  
**GENERAL TERMS AND CONDITIONS**

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods and/or services to be provided (collectively, the “**Goods**”) by Resa Power, LLC (“**Resa**”) to \_\_\_\_\_ (“**Buyer**”).

(b) The accompanying [quotation/confirmation of sale/invoice] (the “**Sales Confirmation**” and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The Goods will be delivered as agreed to between Buyer and Resa in the final Purchase Order. Resa shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Resa shall deliver the Goods INCOTERMS 2025, Resa’s facility at \_\_\_\_\_, USA (the “**Delivery Point**”) using Resa’s standard methods for packaging and shipping such

Goods. Buyer shall take delivery of the Goods within \_\_\_\_\_ days of Resa's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Resa may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) [If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Resa's notice that the Goods have been delivered at the Delivery Point, or if Resa is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Resa, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).]

3. [Non-delivery.

(a) The quantity of any installment of Goods as recorded by Resa on dispatch from Resa's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Resa shall not be liable for any non-delivery of Goods (even if caused by Resa's negligence) unless Buyer gives written notice to Resa of the non-delivery within \_\_\_\_\_ days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Resa for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.]

4. Quantity. If Resa delivers to Buyer a quantity of Goods of up to \_\_\_\_% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Delivery shall be made FOB INCOTERMS 2025 Resa's location/Resa shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. 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 Resa 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 Delaware Uniform Commercial Code.

7. Amendment and Modification.

(a) These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

(b) Except as otherwise noted, this Agreement may NOT be altered, supplemented, or amended by the use of any other document, including, but not limited to, any acknowledgment, acceptance, contract, or shipping instruction form containing terms or conditions at variance with or in addition to those set forth in this document. Any attempt to alter, supplement or amend this document or to enter an order for goods that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written instrument signed by both Buyer and Resa. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any breach or default or of any right or remedy unless such waiver is expressed in a writing signed by the party to be bound.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within \_\_\_\_\_ days of receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it notifies Resa in writing of any Nonconforming Goods during the Inspection Period and

furnishes such written evidence or other documentation as required by Resa.

“**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.

(b) If Buyer timely notifies Resa of any Nonconforming Goods, Resa shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Resa’s facility located at the Point of Delivery. If Resa exercises its option to replace Nonconforming Goods, Resa shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in **Section 8(b)** are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 8(b)**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Resa.

9. Price.

(a) Buyer shall purchase the Goods from Resa at the prices (the “**Prices**”) set forth in Resa’s published price list in force as of the date of Buyer’s purchase order that Resa accepts.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Resa's income, revenues, gross receipts, personnel or real or personal property or other assets

(c) Except where noted otherwise or expressly agreed to by Buyer and Resa's authorized representative, in writing, in the final purchase order, the List Price displayed for products on Resa's website represents the full retail price listed on the product itself, suggested by the manufacturer or supplier, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. The List Price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day. For certain items that are offered as a set, the List Price may represent "open-stock" prices, which means the aggregate of the manufacturer's estimated or suggested retail price for each of the items included in the set. Where an item is offered for sale by one of Resa's merchants, the List Price may be provided by the merchant. With respect to items sold by Resa, Resa cannot confirm the price of an item until Buyer orders; however, Resa will NOT charge Buyer's credit card until after Buyer's order has entered the shipping process. Despite Resa's best efforts, pricing may have changed for a small number of the items in Resa's sales catalog. If an item's correct price is higher than Resa's actual price, Resa will, at our discretion, either contact Buyer for instructions before shipping or cancel Buyer's order and notify Buyer of such cancellation.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Resa on receipt/within \_\_\_\_\_ days from the date of Resa's invoice. Buyer shall make all payments hereunder by wire transfer and in US Dollars. Payment must be received by Resa within \_\_\_\_\_ days of the electronic email invoice date from Resa.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Resa for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Resa does not waive by the exercise of any rights hereunder), Resa shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Resa, whether relating to Resa's alleged breach, bankruptcy, or otherwise.

11. Limited Warranty.

(a) Resa warrants to Buyer that for a period of \_\_\_\_\_ months from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to the specifications set forth in Resa's published specifications in effect as of the date of manufacture under the corresponding Individual Transaction. Resa warrants

to the original purchaser that any part of the commodity purchased excluding documentation and similar items will be free of defects in workmanship and materials for the period of your warranty from the date of delivery. During the warranty period, Resa will, at its option: (1) provide replacement parts necessary to repair the product; (2) replace the product with a comparable product; or (3) refund the amount you paid for the product upon its return. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the longer of thirty days for the US or the remainder of the warranty period. Any additional purchases or upgrades will not extend this warranty. This product warranty covers normal use only. This product warranty does not cover damage caused during shipment and any damage caused by: actions that are beyond Resa's control, including without limitation, impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster, war, lockout, epidemic, destruction of production facilities, riot, insurrection, or material unavailability; unauthorized modifications, attachments or peripherals; improper use, environment, installation or electrical supply; improper maintenance; any other misuse, abuse or mishandling.

**(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), RESA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**



(c) Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in **Section 11(a)**. For the avoidance of doubt, **RESA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) Resa shall not be liable for a breach of the warranty set forth in **Section 11(a)** unless: (i) Buyer gives written notice of the defect, reasonably described, to Resa within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Resa is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Resa) returns such Goods to Resa’s place of business at Resa’s cost for the examination to take place there; and (iii) Resa reasonably verifies Buyer’s claim that the Goods are defective.

(e) Resa shall not be liable for a breach of the warranty set forth in **Section 11(a)** if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Resa’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Resa.

(f) Subject to **Section 11(d)** and **Section 11(e)** above, with respect to any such Goods during the Warranty Period, Resa shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Resa so requests, Buyer shall, at Resa's expense, return such Goods to Resa.

(g) **THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND RESA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).**

12. Limitation of Liability.

(a) **IN NO EVENT SHALL RESA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL RESA'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 [ ] TIMES  
THE TOTAL OF THE AMOUNTS PAID TO RESA FOR THE GOODS SOLD  
HEREUNDER or \$ [ ], WHICHEVER IS LESS].**

(c) The limitation of liability set forth in **Section 12(b)** above shall not apply to (i) liability resulting from Resa's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Resa's acts or omissions.

13. [Insurance]. During the term of this Agreement [and for a period of [TIME PERIOD] thereafter], Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$[AMOUNT] [ADD OTHER INSURANCE COVERAGES AND RESPECTIVE AMOUNTS, AS APPLICABLE] with financially sound and reputable insurers. Upon Resa's request, Buyer shall provide Resa with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. [The certificate of insurance shall name Resa as an additional insured.] Buyer shall provide Resa with [NUMBER] days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Resa's insurers and Resa.]

14. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this

Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer.

Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Resa may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

15. Termination. In addition to any remedies that may be provided under these Terms, Resa 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.

16. Waiver. No waiver by Resa of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Resa. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Confidential Information. All non-public, confidential or proprietary information of Resa, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or

rebates, disclosed by Resa to Buyer, 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 unless authorized in advance by Resa in writing. Upon Resa’s request, Buyer shall promptly return all documents and other materials received from Resa. Resa shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Resa on a non-confidential basis from a third party.

18. Force Majeure. Resa 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 Resa 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, national emergency, revolution, insurrection, pandemic, epidemic, lock-outs, 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, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, Buyer shall be entitled to give notice in writing to Resa to terminate this Agreement.

19. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Resa. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
22. 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 Delaware 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 Delaware.
23. 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 \_\_\_\_\_ in each case located in the

City of \_\_\_\_\_ and County of \_\_\_\_\_, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

24. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. 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.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction/Arbitration and Survival.

27. Product Descriptions. Resa attempts to be as accurate as possible. However, Resa does not warrant that product descriptions or other content of its website is accurate,

complete, reliable, current, or error-free. If a product offered by Resa itself is not as described, your sole remedy is to return it in unused condition.

28. Attorneys' Fees and Costs. Buyer shall pay to Resa all reasonable attorneys' fees, costs and expenses incurred by Resa in collecting any amounts due with respect to the goods sold under this Agreement or in otherwise enforcing Resa's rights under this Agreement, whether or not by prosecution of a claim against Buyer in an action at law.