



TERMS AND CONDITIONS OF SALE

Quantity:

Products purchased and sold hereunder shall be those for which buyer submits an order which is accepted by Watt Solutions. Watt Solutions will deliver the ordered quantity specified, provided that Watt Solutions shall have the right to produce, deliver and invoice for partial deliveries of products.

Delivery:

Incoterms® CPT, Customer's Delivery Location. Risk of loss and title passes to buyer when the goods are placed on the first means of transportation. Watt Solutions shall select the means of transportation and prepay freight. For export shipments, buyer shall be responsible for customs clearance, duties, import VAT or GST when applicable. Under any agreed Incoterms® Watt Solutions will file electronic export information. Watt Solutions may designate the locations from which buyer may receive or pick up products.

Payment Terms:

Terms are net 30 days from date of invoice with approved credit. All quotations are valid for 30 days unless otherwise stated. Buyer shall not, and acknowledges that it will have no right to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Watt Solutions, whether relating to these terms and conditions and the parties' performance hereunder or any breach or non-performance of any other agreement between buyer and Watt Solutions.

Price Revision:

Prices are subject to change by Watt Solutions without advance notice to buyer. If Watt Solutions desires to revise the discounts, prices, points of delivery, service allowances or terms of payment but is restricted to any extent against so doing by reason of any governmental request, law, regulation, order or action, or if the discounts, prices, points of delivery, service allowances or terms of payment then in effect are altered by reason of governmental request, law, regulation, order or action, Watt Solutions shall have the right (i) to terminate this order by notice to buyer, (ii) to suspend deliveries for the duration of such restriction or alteration, or (iii) to have applied to this order (as of the effective date of such restriction or alteration) any discounts, prices, points of delivery, service allowances or terms of payment governmentally acceptable. Any delivery suspended under this section may be canceled without liability.

Materials, Processes, and Part Numbers:

Watt Solutions reserves the right, at any time and at its sole and absolute discretion, to make alterations to manufacturing, design, or other processes and/or changes to materials used in the manufacturing of its Standard Products (as hereinafter defined) without providing any prior notice thereof to buyer or otherwise incurring any obligations to buyer. In addition to the foregoing, the applicable part number for each product sold hereunder is subject to change by Watt Solutions at its sole and absolute discretion without providing notice thereof to buyer. For purposes of these terms and conditions, the term "Standard Products" means those products, including but not limited to, heaters, controllers, control panels, sensors and accessories, which are included in the manufacturers standard catalogue.

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Return Policy:

Generally, all sales of products are considered final. Requests for returns must be made in writing within sixty (60) days immediately following the date which product arrived at the applicable location. All such requests will be reviewed and require written authorization. Generally, only stock products that have not been used or modified will be authorized for return and under no circumstances shall controllers be returned if the packaging seal is broken. Authorized returns will be subject to a \$50 minimum or a thirty-five percent (35%) handling fee, whichever is greater. Authorized returns must be shipped freight prepaid at buyer's expense and be accompanied by an RMA. Products returned without an RMA will not be processed.

Order Changes:

Requested changes in the quantity, drawings, designs or specifications for products that have been ordered by buyer pursuant to an accepted purchase order, will only be binding upon Watt Solutions if such changes are expressly accepted by Watt Solutions in writing. Any such proposed changes are subject to the written agreement by Watt Solutions and may cause an adjustment to the price, delivery schedule, or other commercial terms applied thereto. After receipt of such notice, Watt Solutions will inform buyer of any adjustments to be made in price, delivery schedules, etc. resulting from buyer's requested changes prior to incorporating requested changes into manufactured products. If Watt Solutions accepts a request by Buyer to extend the delivery date for finished products, Buyer shall pay to Watt Solutions an additional daily stocking fee equal to at least two percent (2%) of the applicable purchase order per month, unless otherwise agreed by the parties. In the event that buyer and Watt Solutions are unable to agree to the applicable adjustments in price, delivery, schedule, etc., such requested changes shall be deemed to be an order cancellation by buyer and buyer shall be responsible to Watt Solutions for the expenses required herein.

Order Cancellations:

Buyer may cancel all or any portion of a purchase order for the products by delivering not less than sixty (60) days' prior written notice thereof to Watt Solutions. If any purchase order is so cancelled by buyer, buyer shall pay to Watt Solutions: (a) the price for all products that are produced and finished as of the date that Watt Solutions receives such cancellation notice ("Cancellation Notice"); (b) the direct cost to Watt Solutions for any work-in-progress in respect of such purchase order as of the date that Watt Solutions receives such Cancellation Notice plus a handling and stocking charge equal to fifteen percent (15%) of such costs; and (c) any third party restocking or cancellation charges incurred by Watt Solutions due to such order cancellation.

Freight and Taxes:

Prices do not include prepaid freight, federal, state or local taxes. Any increase in freight rates paid by Watt Solutions on deliveries covered by this order and hereafter becoming effective and any tax or governmental charge or increase in same (excluding any franchise or income tax or other tax or charge based on income) (i) increasing the cost to Watt Solutions of producing, selling or delivering products or of procuring products used therein or, (ii) payable by Watt Solutions because of the production, sale or delivery of products, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, Value Added Tax (VAT), and Ways Fees may, at Watt Solutions' option, be added to the prices herein specified and be added to invoices.



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Engineering Charge:

On complex products, systems or controller software modifications, an engineering charge may be applied or included in the price of prototypes. This charge is not subject to discounts.

Tooling:

All tooling and fixtures are the property of Watt Solutions' corresponding manufacturing facility. Watt Solutions will accept buyer's special tooling if sent freight prepaid to the factory. The factory will maintain this tooling, exercising reasonable care, in order to produce buyer's products. Permanent molds for aluminum cast-in and polymer products shall be the property and responsibility of buyer.

Excuse of Performance:

Deliveries of product may be suspended by Watt Solutions in the event of: (a) war, riot, terrorism, an act of God, fire, explosion, accident, flood, hurricane, sabotage; (b) a lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; (c) compliance with governmental requests, laws, regulations, orders or actions; (d) breakage or failure of machinery or apparatus; (e) national defense requirements; (f) labor trouble, strike, lockout or injunction (provided that Watt Solutions shall not be required to settle a labor dispute or accede to the demands of employees that it considers in its own business judgment to be contrary to its interests); or (g) any other event, beyond the reasonable control of Watt Solutions, whether or not foreseeable or of the class or kind enumerated herein, which event makes impracticable the manufacture or transportation of the product or of a material upon which the manufacture of the product is dependent (each, a "Force Majeure Event"). Upon a Force Majeure Event, Watt Solutions shall send written notice to buyer setting forth a brief description of the Force Majeure Event and an estimate, to the extent reasonably ascertainable, of the anticipated duration thereof. The foregoing notice requirement shall be satisfied by written notice given at such time as it shall become clearly apparent in the reasonable judgment of Watt Solutions that performance has been materially diminished by such Force Majeure Event. If Watt Solutions determines that its ability to supply the total demand for the product, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of the product, is hindered, limited or made impracticable due to a Force Majeure Event, Watt Solutions may allocate its available supply of the product or such material (without obligation to acquire other supplies of any such products or material) among itself and its purchasers, including purchasers that are not currently under contract, on such basis as Watt Solutions determines to be equitable without liability for any failure of performance which may result therefrom. Deliveries suspended or not made by reason of this section shall be cancelled without liability, but these terms and conditions shall otherwise remain unaffected.

Warranty and Limitation of Liability:

Watt Solutions passes through to its customers all manufacturer warranties and warrants that the products will be free from defects in materials or workmanship for a period outlined by the corresponding manufacturer's warranty disclosure (such period, the "Warranty Period"). The warranty does not extend to any losses or damages due to misuse, contamination, accident, neglect, normal wear and tear, negligence, unauthorized modification or alteration, improper installation or maintenance, misapplication, improper specification or operational conditions beyond Watt Solutions' knowledge or control. Any product that does not comply with the foregoing warranties are hereinafter referred to as a "Nonconforming Product."



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Warranty and Limitation of Liability (continued):

Should any product fail during the Warranty Period, the root cause of which is noncompliance with the warranty requirements set forth in this paragraph, then Watt Solutions shall, at its option and as buyer's sole and exclusive remedy for any warranty claim hereunder, either repair, provide a free replacement, or refund or grant a credit to buyer for the price for such Nonconforming Product. Buyer shall notify Watt Solutions during the Warranty Period of the alleged failure of a product through Watt Solutions' Returned Merchandise Authorization ("RMA") process within thirty (30) days after such failure. Advanced authorization for any repair or replacement undertaken by Buyer must be obtained in writing from Watt Solutions.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY WATT SOLUTIONS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, CUSTOM, CONDUCT, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, RESULTS OR EFFORTS. NO EMPLOYEE, AGENT OR AFFILIATE OF WATT SOLUTIONS HAS AUTHORITY TO BIND WATT SOLUTIONS TO ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, AND ANY SUCH PURPORTED REPRESENTATIONS OR WARRANTIES SHALL NOT BE ENFORCEABLE. THE REMEDIES OF BUYER PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTY CONTAINED HEREIN.

If buyer orders and/or Watt Solutions delivers a product designated as a "Prototype", no guarantees, warranties or representations of any kind are made with respect to such Prototype. Buyer shall have the duty and sole responsibility to test a Prototype prior to acceptance and/or incorporation into end-use applications. Further, a production product based on a Prototype design may differ in assembly methods and materials from the Prototype. Buyer, therefore, shall have the duty and sole responsibility for testing and acceptance of production products which are based on Prototype designs. IN NO EVENT SHALL WATT SOLUTIONS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR SIMILAR DAMAGES (INCLUDING LOST REVENUE OR PROFITS) ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THESE TERMS AND CONDITIONS. BUYER'S EXCLUSIVE REMEDY AND WATT SOLUTIONS'S EXCLUSIVE LIABILITY UNDER THESE TERMS AND CONDITIONS OR OTHERWISE (INCLUDING NEGLIGENCE) SHALL BE FOR DAMAGES WHICH SHALL IN NO EVENT EXCEED SO MUCH OF THE PURCHASE PRICE AS IS APPLICABLE TO THAT PORTION OF THE PARTICULAR SHIPMENT OF PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, OTHER TORT OR OTHERWISE). THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

BY PURCHASING A WATT SOLUTIONS PRODUCT, I AGREE TO BE BOUND BY THESE TERMS & CONDITIONS, WHICH INCLUDE BY REFERENCE THE ATTACHED "**ASSUMPTION OF RISK BY PURCHASER OF WATT SOLUTIONS PRODUCTS**".



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Miscellaneous:

THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT AND/OR ORDER AND ANY DISPUTE CONNECTED HERewith SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA. These Terms and Conditions constitute the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and/or order relating to the subject matter herein. Any terms and conditions proposed in Buyer's purchase order or in any acknowledgment, invoice, or other documentation of Buyer that add to, vary from, or conflict with the terms herein are hereby rejected and the terms hereof shall be binding upon the parties. Except as otherwise expressly provided herein, no conditions, usage of trade, course of dealing or performance, understanding or agreement and/or order purporting to modify, vary, explain or supplement the terms or conditions of this agreement and/or order shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound. If any term, condition or provision of this agreement and/or order or the application thereof is judicially or otherwise determined to be invalid or unenforceable, or if the parties mutually agree in writing to any revision of this agreement and/or order, the remainder of this agreement and/or order and the application thereof shall not be affected, and this agreement and/or order shall otherwise remain in full force and effect.

Assumption of Risk by Purchaser of Watt Solutions Products

Watt Solutions is a supplier and integrator of electrical, thermal, and control components, systems and solutions (collectively referred to hereafter as “products”).

As a customer of **Watt Solutions** (trade name for Uchtmann Engineering LLC), we ask that you acknowledge and assume the risks associated with the use of our products and solutions.

Watt Solutions Serves Industries with Inherent Risks.

Our products are used in thermal systems, heaters, reactors, and many other potentially dangerous industrial applications. As a result, our products are integrated by customers into larger systems and components associated with heat, pressure, explosion, and other potentially dangerous industrial processes and outcomes. Once acquired by our customer, we do not control, supervise, nor manage the use or integration of our products, and therefore our customers must assume the risks of using our products in any potentially dangerous industrial process. On behalf of my organization, I assume the risks of using Watt Solutions products in potentially dangerous industrial processes.

Assumption of Risk when Integrating Watt Solutions Products.

Watt Solutions cannot control how a customer uses or integrates its products. As a result, it is possible for a customer to fail to follow all manufacturer specifications and requirements. Watt Solutions honors manufacturer warranties pursuant to the manufacturer’s terms and conditions for products we are licensed to distribute, however, once a product has been integrated into a larger system, Watt Solutions cannot warranty any work, labor, modification or integration performed by a customer or other vendor.

On behalf of my organization, I acknowledge that integrating a Watt Solutions product into systems or processes provided by other vendors, I assume the risks of damage, economic loss, injury or death associated with connecting a Watt Solutions product to any other systems or product.

Release of Liability

On behalf of my organization, I take full responsibility for the use of a Watt Solutions product and agree to release, hold harmless, and discharge Watt Solutions, their owners, officers, agents and employees, from all liability, claims, demands or causes of action related to the use of a Watt Solutions product in my organization. I waive my rights to sue, or bring any legal action for any loss against any of the entities, individuals, named herein.

Indemnification of Watt Solutions

I agree to hold harmless, defend, and indemnify Watt Solutions, their owners, officers, agents and employees, from all defense costs (including attorney fees, court costs and investigative costs) incurred in connection with all claims arising out of property damage, property loss or theft, personal injury, disability, death or other loss brought by any activity associated with the use of a Watt Solutions product.

Signature _____

Dated: _____.

Printed Name: _____

Title: _____.

Name of Organization: _____.