

TERMS AND CONDITIONS OF SALE

1. SHIPMENT AND DELIVERY TERMS:

- (a) No Order will be binding on Solaria until accepted by Solaria. Acceptance of an Order is expressly limited by the terms and conditions found herein. An Order, which may take the form of a signed Quotation, indicates Customer's acceptance of these Terms and Conditions and the Limited Product Warranty. Once accepted by Solaria, Customer may modify or cancel an Order only with Solaria's written consent, and subject to a 10% fee if modified or canceled within 30 days of Customer's execution of that Order, or subject to a 25% fee if modified or canceled more than 30 days after Customer's execution of that Order.
- (b) In the event Solaria delivers the Product more than 10 days after the Time of Delivery (Late Delivered) agreed to on Solaria's Quote, Solaria shall pay to Customer, as liquidated damages, an amount equal to one-tenth of one percent (0.1%) times the value of the Product that is Late Delivered. Liquidated damages will accrue for each day any such Late Delivered Product is delayed, up to a maximum of ten percent (10%) of the total value of the quantity of Products Late Delivered. Solaria will use reasonable efforts to meet scheduled delivery dates, but does not guarantee delivery by such dates, and Solaria shall not be liable for damages, nor shall Customer be relieved of its performance hereunder, due to Solaria's inability to meet scheduled delivery dates.
- (c) All prices are EX WORKS Solaria manufacturing facility. Unless specified otherwise on the accepted Order, Customer is responsible for all freight and insurance charges. Any additional tariffs, duties, taxes or other charges not in effect as of the date of Solaria's acceptance of an Order shall be borne by Customer. Solaria will employ standard packaging methodologies and package labeling unless otherwise specified and agreed. Title to the Product and risk of loss shall pass to Customer upon delivery to the freight carrier at Solaria's manufacturing facility. Subject to Solaria's acceptance, Customer may order on-site engineering support. Such support will be priced separately and will consist solely of advice on matters of application and installation of Solaria's product.

2. PAYMENT TERMS:

Payment terms are net 30, unless otherwise agreed to by both parties. A late payment penalty equal to 2% per month of the unpaid balance due Solaria will be assessed in the

event payment is not received in accordance with payment terms included in the approved Order.

3. SECURITY INTEREST:

Customer hereby grants Solaria a purchase money security interest in all Products sold hereunder and all proceeds therefrom, additions, and accessions thereto, until all charges have been paid in full together with all costs and expenses of Solaria incurred in the collection of such indebtedness or the enforcement of this security interest. Customer may add subsequent purchases to, and increase thereby the total payments due on the applicable Order; and all Product previously purchased are security therefore, but in the case of Product purchased on different dates, the item first purchased shall be deemed paid for first, unless otherwise agreed upon by Solaria and Customer; in the case of Product purchased on the same date, the lowest priced item shall be deemed paid for first, unless otherwise agreed upon by Solaria and Customer.

4. WARRANTY:

- (a) All Product warranties are set forth in the Solaria Corporation Limited Product Warranty Statement ("Warranty Statement") attached hereto, and may run either to Customer or directly to Customer's Clientele as indicated on the Order from the date of shipment.
- (b) In the case where the warranty runs directly to Customer's Clientele, Customer will provide each Customer's Clientele with a copy of the Warranty Statement, or any such other warranty statement that Solaria may provide from time to time in its sole discretion. Customer is not authorized to make any warranties or other claims regarding the Products on Solaria's behalf.
- (c) Any and all Products provided free of charge for demonstration and testing purposes only, and not for resale ("Demo Products"), are provided to Customer on an AS-IS basis without warranty of any kind, whether express, implied, statutory or otherwise, and Customer assumes full responsibility for its use of Demo Products.

5. REPRESENTATIONS OF THE CUSTOMER:

- (a) Customer represents, warrants and covenants that it will
 1. comply with all laws, regulations and ordinances applicable to its performance under this Agreement and the installation, service or maintenance of Products wherever used, including without limitation the National Electric Code or locally prevailing electrical codes;

2. not misrepresent the Products or disparage Solaria in any way;
3. use all requisite skill and care when installing, servicing or maintaining the Products in accordance with Solaria provided materials;
4. not remove, alter or obfuscate any proprietary markings, serial numbers, certifications or other labeling on the Products; and
5. use Demo Products only for demonstration, testing and marketing purposes. Customer will not resell, lease, license or transfer any Demo Product to any third party, including Customer's Clientele.

- (b) Customer agrees to indemnify, defend and hold harmless Solaria, its affiliates, agents, directors and employees from and against any and all claims, damages, costs, expenses and liabilities arising out of or related to a breach, or alleged breach, by Customer of this Section 5.

6. TAXES:

The Customer shall be solely responsible for all taxes and duties imposed by any governmental entity on the transactions contemplated by this Agreement, including without limitation withholding taxes, other than taxes based solely on Solaria's income. Invoices that do not include foreign or domestic taxes (e.g., VAT, sales tax) or duties are not intended to indicate that such taxes and duties are not owed by the Customer.

7. PROPRIETARY RIGHTS:

Although title to the physical Products shall pass to Customer as stated in these Terms and Conditions, Solaria hereby retains all right, title and interest in and to all intellectual property embodied by the Products. All rights not expressly granted are hereby reserved by Solaria.

8. FORCE MAJEURE:

Solaria shall not be liable for any delay in delivery, suspension or cancellation of performance, or other failure of performance hereunder due to any causes beyond its control, including but not limited to acts of God or government, labor disputes or inability to secure materials, labor or transportation.

9. GENERAL:

- (a) The relationship of the parties established by this Agreement is that of independent parties, and nothing contained in this Agreement should be construed to give either party the power to direct or control the day-to-day activities of the other. All financial and other obligations

associated with each party's business are the sole responsibility of that party.

- (b) This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in the Northern District of California.
- (c) Customer may not assign this Agreement, whether by merger, sale of assets, reorganization or by operation of law, without the prior written consent of Solaria. Any attempted assignment in violation of this Section will be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- (d) No course of dealing in prior transactions between the parties and no usage of trade shall be relevant to supplement or explain any term or provision of these Terms and Conditions. The Order, Terms and Conditions, and Warranty are to be read as consistent, with the specific ruling over the general. Any inconsistent, additional, or different term or condition herein is controlling over the Order, Warranty, Invoices, Shipping Statements, Billing Statements, Product Data Sheet, or other writings, unless otherwise agreed upon by Solaria and Customer, and all Solaria writings are to be deemed material and are accepted by Customer without further specific notification.
- (e) No term or condition in any Order or other document submitted by Customer purporting to alter, modify or extend the terms of this Agreement shall be valid unless in writing and duly signed by the parties.
- (f) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement have been taken into account and reflected in determining the consideration to be given by each party to enter into this Agreement.
- (g) The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of the other party's future obligation to comply with such provision.
- (h) Any notice required or permitted by this Agreement shall be deemed given if delivered by confirmed receipt email to the CEO or CFO of receiving party.