Shields Harper Group

TERMS AND CONDITIONS: All Sales transactions will be subject to the following terms and conditions

1. PRICE. Buyer shall pay the price in effect at time of delivery, together with transportation costs and applicable taxes. Prices quoted include discount for cash. In addition to the discount for cash a prompt payment discount for Wayne and Gasboy dispensers is included in the quoted price. The full price for dispensers must be paid within 30 days from date of invoice. Otherwise 2.5% will be added to the invoiced price.

2. PAYMENT. Terms for creditworthy open accounts are net thirty (30) days from date of invoice. No further allowance for mail/delivery time is ordered. Amounts in excess of account credit limit are due upon presentation. Late charge of one and one-half percent (1.5%) per month is charged only upon the past due amount. Buyer agrees such a charge is reasonable because of the anticipated or actual harm caused by the delinquency of the buyer. The difficulties of proof of loss, and the inconvenience or non-feasibility of Seller otherwise obtaining a remedy. The charge is not, however, an agreement, express or implied, to grant more time for payment. Some forms of payment may require additional fees or surcharges. Those may include but are not limited to wire transfers, credit cards, and checks made on non-standard accounts. Cashiers checks must be cleared (paid by the bank) before goods can be released. Deposits are usually required on commercial customers, for orders valued at over $10,000, and are also required for all non-stock or special order goods. In addition to late charges Seller may charge, and Buyer agrees to pay, for storage of customer/non-stock goods held for more than 30 days from date of invoice. Once invoicing has occurred the goods are property of the Buyer even if Seller continues to store goods in Seller's warehouse. No retainers are agreed or allowed.

3. DELIVERY. Seller shall, at its option, deliver the goods either F.O.B. manufacturer's plant or F.O.B. Seller's plant. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary in the industry and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment. Seller will use its best efforts to effect timely delivery.

4. TITLE AND RISK OF LOSS. Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if: (i) Seller has made a nonconforming tender, (ii) Buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this Agreement after the goods have been identified to this Agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Upon Buyer's default in payment, Seller may, at its option, enter the property where any goods are located and repossess the goods, with or without judicial process. Additionally, Seller may pursue any other remedies available at law or in equity.

5. RETURN. Goods may be returned only with the prior written approval of Seller. Returned goods must be referenced to Seller's invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling charge. Custom made and/or Built-To-Order ("BTO") products are not normally returnable after the order has been placed. Some manufacturers offer a return privilege upon payment of restock charges. Seller will implement all available returns.

6. NOTICE TO CALIFORNIA CUSTOMERS RE: LCFS. (a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020. (b) EV chargers can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Buyer and Seller. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Buyer or by Seller/SHC, but not by both. SHC intends to claim available LCFS credits generated from use of the Charging Stations but will not claim any available LCFS credits that Buyer intends to claim. (c) If Buyer intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits and Buyer agrees that it will provide SHC with written notice of its intent to claim LCFS credits within ten (10) days of the date of the delivery of the Charging Stations. If Buyer does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Buyer may, by providing written notice to SHC, elect to claim LCFS credits generated thirty (30) days and more after the date of such notice. Buyer represents and warrants to SHC that, in the absence of providing written notice, it will not claim any LCFS credits. All notices shall be provided by email to SHC at EVinfo@shieldsharper.com.

7. LIMITATION OF WARRANTIES. The sole warranty applicable to the goods is that of the manufacturer. All warranty claims must be made within the manufacturer's warranty period. Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Any description of the goods contained in the Agreement or on any invoice is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods will conform to that description. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model. No employee, agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning any goods or to assume for Seller any other liability in connection with any goods, except in writing, specifically included within this Agreement, and signed by an officer of Seller. Buyer shall hold for examination by Seller any goods claimed to be defective. In the event Buyer's claim is substantiated by Seller's examination, Seller shall, at its option, repair or replace the defective goods or credit an equitable portion of the purchase price against future purchases. It is expressly agreed that this Section 7 states Buyer's sole and exclusive remedy for any breach of warranty. Buyer agrees that no other remedy (including, without limitation, incidental or consequential damages) shall be available. This Section 7 allocates the risk of the failure of goods between Seller and Buyer as authorized by applicable law.

8. LIMITATION OF LIABILITY FOR DAMAGES. It is expressly agreed that Seller shall not be responsible for any direct, indirect, incidental, special or consequential damages whatsoever arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of use of any equipment, or claims of customers of Buyer for such damages.

9. FORCE MAJEURE. Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.

10. GOVERNMENT REGULATIONS. Seller makes no representation that the goods comply with any present or future federal, state or local regulation or ordinance. Compliance is Buyer's responsibility.

11. COLLECTION COSTS. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees and costs including experts' fees, whether or not such collection includes the commencement of a lawsuit.

12. TERMS AND CONDITIONS. Seller's acceptance of orders is expressly conditioned upon the terms and conditions herein which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. In the event of buyer issues a purchase order with terms and/or conditions different than offered, the Seller may void the quotation and/or issue a re-quote. If the Seller, solely at the Seller's discretion, chooses to accept the purchase order any terms and conditions which differ from those offered will resolve in favor of those offered by the Seller and new or additional terms and conditions in the purchase order will be void unless agreed to in writing by the Seller. No verbal instructions, promises, agreements, utterances, etc. are binding upon Seller.

13. LAW. California law governs this transaction.

14. MODIFICATION OF AGREEMENT. This Agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this Agreement, and cannot be modified in any way, except in writing and signed by an officer of the Seller and an authorized representative of the Buying entity. From time to time these Terms and Conditions may be changed by Seller. Buyer agrees to Terms and Conditions in effect at the time of order acceptance.

15. WAIVER. Waiver of Seller of a breach of any of the terms and conditions set forth above or on the reverse side shall not be construed as a waiver of any other subsequent breach.

PRINT NAME and DATE (Required)

SIGNATURE and DATE (Required)

The above individual certifies that they are an authorized representative of the Buying entity and have been authorized to commit the Buyer to these Terms and Conditions.