

**STANDARD TERMS AND CONDITIONS OF SALE
USSI HOLDINGS, INC., d/b/a Utility Sales and Service**

EQUIPMENT AND VEHICLES

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

Acceptance of orders by USSI HOLDINGS, INC. d/b/a Utility Sales & Service ("USSI"), from any Buyer is conditioned upon Buyer's consent and agreement to the Terms and Conditions of Sale set forth below. Buyer's placement of an order for equipment and/or vehicles from USSI constitutes consent and agreement to these Terms and Conditions. These Terms and Conditions shall apply to all orders, whether said order is via electronic delivery including email, verbal (by telephone) or by written orders sent by Buyer to USSI, notwithstanding any variance with the terms or conditions of any order or other instrument provided by Buyer to USSI. USSI may change these Terms and Conditions upon written notice to Buyer, which changes shall apply to orders made by Buyer after Buyer's receipt of such notice. USSI reserves the right to refuse to fill orders from, or otherwise do business with, any party for any reason, whether or not set forth in these Terms and Conditions.

- 1) **PRICES AND CHARGES.** Any quotation issued by USSI shall not binding upon USSI after sixty (60) days from issuance. All prices contained within the USSI or quotation are, unless specifically identified therein, exclusive of applicable sales, use, and other taxes relating to the sale, purchase, or delivery of the product and all such taxes shall be paid by Buyer. Typographical and other errors in stated prices are subject to correction. The prices are fixed and firm and no adjustments to any price shall be made due to any attempted change to the order by Buyer after the execution of the purchase order or other purchase confirmation document unless changes or delays in delivery are caused by Buyer with a resulting negative impact to USSI

- 2) **ACCEPTANCE.** Once Buyer's order is accepted by USSI, a binding contract is created to purchase and sell the product identified on Buyer's order on these Terms and Conditions. Acceptance of any purchase order may be contingent upon approval of the Buyer's credit.

- 3) **TERMS OF PAYMENT.** Absent terms agreed upon in writing by USSI, the general terms of any credit transaction are:
 - a) USSI may require a minimum down payment of 25% of the Purchase Price due upon acceptance of an Order (the "Down Payment"). Any Down Payment is NON-REFUNDABLE, except in the event of any default by USSI hereunder, then Buyer shall, upon demand, be entitled to the return of its down payment theretofore made hereunder as the Buyer's sole and exclusive remedy. Buyer has provided written confirmation of financing for the balance of the Buyer Price, including the source, contact person and contact information.
 - b) Credit Card payments will not be accepted unless USSI has granted pre-approval and Buyer has agreed to pay a fee established by USSI.
 - c) Buyer consents to allow its lender to release financial information relative to verifying funds availability for this order.
 - d) Interest shall accrue on any unpaid balance of the Purchase Price at the rate of 2% per month (24% per annum)
 - e) Except as provided herein, the balance of the Purchase Price shall be paid upon Substantial Completion. "Substantial Completion" to be defined as Equipment being substantially and materially assembled, operational and ready for delivery.
 - f) All financing forms which require signature for release of payment must be satisfied before delivery of Equipment for purpose of payment promptness and readiness;
 - g) Buyer hereby grants to USSI a purchase money security interest in the Equipment until full Purchase Price has been paid. Buyer's failure to pay any amount when due gives USSI the right to possession of any Vehicle and, when applicable, removal of the Equipment at any time upon giving ten (10) days prior notice to Buyer. USSI's taking of possession shall

be without prejudice to any other remedies USSI may have. Buyer authorizes USSI to file financing statements or other documents reasonably required by USSI to protect and perfect its security interest in the Equipment.

- h) USSI will supply a Proforma invoice listing all Equipment and the Purchase Price and any balance due upon Substantial Completion to both the Buyer and, if applicable, Buyer's lender no later than 10 working days before the install is scheduled to be performed in order to allow final review of the Equipment.
 - i) Non-sufficient funds checks received by USSI from Buyer are subject to a minimum \$40.00 service charge. Future orders from any Buyer from whom a non-sufficient funds check is received must be paid in full in advance by acceptable credit card, money order, or certified check.
 - j) No payment by Buyer shall contain a restrictive endorsement of any kind. Any payment containing a restrictive endorsement may be accepted by USSI and such acceptance shall not be deemed to be an accord and satisfaction with respect to any obligation of the Buyer.
- 4) **INSPECTION AND ACCEPTANCE.** Buyer shall inspect the Vehicle and Equipment upon delivery and shall notify USSI in writing of any overages, shortages, defectiveness of the Vehicle or Equipment, or other failures to conform to the order which are reasonably discoverable within five (5) business days of delivery. All shortages or other failures to conform not timely reported to USSI as required by this Section will be deemed forever waived by Buyer.
- 5) **LIMITED WARRANTY.** USSI warrants that the installation of the Equipment on the Vehicle is free from defects for a period of twelve months. USSI makes no warranty with respect to the condition of the Vehicle. Vehicles will be covered by the manufacturer's warranty. USSI makes no warranty to the extent Equipment is covered by a manufacturer's warranty. USSI's maximum liability under this limited warranty is the repair or replacement of any defective component, in the sole discretion of USSI. USSI makes no other warranties, express or implied, arising by law or otherwise **(INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO TITLE, ANY OBLIGATIONS OF THE SELLER WITH RESPECT TO THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, AND ANY OBLIGATION OR LIABILITY OF USSI FROM TORT, OR FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES)** or whether or not occasioned by the negligence of USSI. This warranty states the entire obligation of USSI in connection with this transaction. The warranty shall not be extended, altered or varied except by a written instrument signed by USSI and by the respective duly authorized representatives of the parties. It is understood and agreed that if USSI is found liable, whether in contract, in tort, under any warranty, in negligence or otherwise, liability shall not exceed the cost to replace the defective component or Equipment or the cost to correct the service defect, whichever is less, and under no circumstances shall USSI be liable for special, indirect or consequential damages.
- 6) **GENERAL PROVISIONS.**
- a) Waiver. Failure by any party to enforce any of its rights hereunder shall not be construed to be a waiver of such party's rights or ability thereafter to enforce any of such party's rights under these Terms and Conditions.
 - b) Severability. If any one or more of these Terms and Conditions are for any reason held to be invalid, illegal, or unenforceable, the remaining Terms and Conditions shall be unimpaired and will continue in full force and effect.
 - c) Headings. Headings are for the purpose of reference only and shall not in any way limit or affect the meaning or interpretation of these Terms and Conditions.
 - d) Entire Agreement. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous terms, conditions, and representations concerning the subject matter hereof.
 - e) Assignment. Buyer may not assign any contract between USSI and Buyer without the prior written consent of USSI.

- f) Listing Errors. USSI assumes no liability for errors in listings, specifications, product numbers, or prices contained within the USSI product literature. USSI reserves the right to change listings, specifications, product numbers or prices at any time without notice.
- g) Limitations on Actions. No action against USSI for breach hereof may be commenced more than one year after the accrual of the cause of action.
- h) Technical Advice. USSI assumes no obligation or liability on account of any recommendation, opinion, or advice concerning the choice or use of any product.
- i) Venue. All proceedings involving the performance, interpretation or enforcement of any of the provisions arising out of or relating to these the Order or these Standard Terms and Conditions shall be brought exclusively in the circuit court in Outagamie County, Wisconsin or the Federal District Court located in Green Bay, Wisconsin. Buyer waives any claim that the forum selected is inconvenient.
- j) Force Majeure. Neither Buyer nor USSI shall be liable for delays occasioned by unforeseeable causes beyond their control and without their fault or negligence; provided, however, that if any such delay occurs, USSI shall have the option to cancel all or any part of the Order. Written notice of any such delay, including the anticipated duration of such delay, must be given by the nonperforming party within ten (10) days of the unforeseeable cause or event.
- k) Cancellation. USSI reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of the Order by notice to Buyer. In the event of such cancellation, USSI shall not be liable to Buyer for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect USSI's right to terminate the Order for default of Buyer.
- l) Default. Upon the happening of any one or more of the following events, USSI shall forthwith have the unrestricted right to cancel and terminate the Order without cost or liability to USSI: (1) Buyer's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Buyer; (3) institution of legal proceedings against Buyer by creditors or stockholders; (4) appointment of a receiver for Buyer by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of USSI to cancel its additional obligations.
- m) Amendment. USSI retains the right to amend, modify, add to, or delete any terms contained in these Standard Terms and Conditions. Changes shall be ten (10) business days following the posting of the amended Sales Standard Terms and Conditions on its website: utilityssi.com
- n) Electronic Transactions. USSI and Buyer agree that all business transactions may be conducted by electronic means, including the use of electronic signatures, subject to Wisconsin Statutes Chapter 137.
- o) Notices. Any notice given hereunder shall be deemed duly given when sent by pre-paid, first class mail.

USSI Holdings, Inc.
Attn: President
412 Randolph Drive
Appleton, WI 54913-9297