

Income Power - Contract Terms & Conditions

These Terms and Conditions ("Agreement") govern all services rendered ("Work"), which Work may include both provision of services by Income Power Inc. ("INP") to the customer ("Owner") ("Services") and/or delivery or procurement of materials equipment and/or other items (collectively "Goods"). By issuing a purchase order, accepting a proposal, or allowing INP to commence Work, Owner agrees to these terms and any other terms or conditions are expressly rejected and not incorporated into any agreement governing the Work, unless parties enter into a master services agreement.

- 1. Scope of Work:** INP shall undertake, perform, provide, and complete all Work and provide all labor, equipment, materials, and deliverables as more specifically described in the applicable proposal, master services agreement, or purchase order. Goods sold to Owner as part of the Work performed by INP are ancillary to the primary purpose of this Agreement.
- 2. Delivery & Performance:** All delivery and performance dates are estimates. INP is not liable for delays due to material shortages, permitting issues, jobsite access, weather, or any cause beyond INP's reasonable control. Work will be performed at the project site or another agreed location. If the applicable proposal, purchase order, or master services agreement includes the purchase of goods, Owner will be responsible for all freight and shipping costs.
- 3. Title & Risk of Loss:** The risk of loss for Work passes to Owner upon completion of Work. For goods, title and risk of loss pass to Owner upon delivery to the carrier. If INP is acting as carrier or delivering materials to the applicable job site, title and risk of loss pass to Owner upon commencement of transport.
- 4. Inspection & Acceptance:** Owner shall inspect Work upon delivery or completion. Claims for defects or nonconformance must be submitted in writing within five (5) business days. As Owner's sole and exclusive remedy for such claims, and as full satisfaction for such claims, for goods, INP may repair, replace, or credit defective items at its discretion. For Work, INP will promptly correct nonconforming work.
- 5. Pricing & Taxes:** Prices are as set forth in the applicable proposal or invoice. Unless otherwise stated, prices exclude all sales, use, exercise, or similar taxes, which shall be borne by Owner.
- 6. Payment Terms:** Payment terms shall be as stated on the applicable Estimate or Quotation. If no payment terms are stated, the default requirement shall be Payment in Advance of Work. Progress payments may be invoiced monthly for project work based on percentage of completion. Invoices not paid within thirty (30) days of the due date shall incur a late fee of three percent (3%) of the outstanding balance. An additional three percent (3%) late fee shall be applied to amounts remaining unpaid sixty (60) days past the due date. Accounts unpaid ninety (90) days past due may be referred to collections, and Owner shall be responsible for all associated collection costs and attorneys' fees. In the event of any payment dispute regarding any invoice, Owner shall, before filing any claim, pay any sums not subject to dispute. Any such dispute must be submitted to INP, in writing, before the earliest of: (a) 45 days following acceptance of the Goods or performance of the Services, (b) fifteen days following receipt of an invoice, or (c) submission of any portion of payment indicated on an invoice. With regard to any payment of any invoice, time shall be of the essence.
- 7. Warranties: (A) Work:** INP warrants that all work will be performed in a good and workmanlike manner consistent with industry standards for a period of one (1) year from completion. **(B) Goods:** Limited to the manufacturer's warranty, if any, and INP shall, to the greatest extent permitted by law or the terms of such applicable warranty, if any, assign any manufacturer's warranty to Owner. Except as stated above, INP makes no other express or implied warranties, including without limitation, any implied warranties of fitness for any purpose, noninfringement, or merchantability.
- 8. Limitation of Liability:** INP's liability shall not exceed the contract price for the Work giving rise to the claim. INP shall not be liable for punitive, consequential, incidental, or special damages, including loss of profits or project delays.
- 9. Compliance with Laws & Licensing:** INP will perform Work in compliance with all applicable federal, state, and local laws, codes, and regulations, including licensing requirements in Michigan, Texas, and any other jurisdiction where Work is performed. Owner shall cooperate with INP in securing all necessary permits and provide INP with required site access and utilities.
- 10. Indemnification:** To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless INP, its employees, subcontractors, and suppliers from and against all claims, damages, and expenses (including attorneys fees) arising from any cause related to, arising from, or connected to performance of the Agreement, including (without limitation) Owner's negligence, breach of contract, or failure to provide a safe worksite.
- 11. Lien Rights.** This Agreement, once accepted by Owner shall constitute a security agreement, and INP shall have a security interest on all Goods, regardless of whether same has become annexed or attached to realty. INP shall have a lien on all such Goods and is hereby authorized to file a UCC Financing Statement evidencing such lien among the records of the applicable recording office.

In the event of a default under this Agreement, INP shall have the right to pursue any remedies available at law including, but not limited to the right to file a construction lien, mechanic's lien, or the like against the property upon which the Work is performed, in accordance with applicable law.

12. Termination: Either party may terminate for cause upon written notice if the other materially breaches this Agreement and fails to cure within fifteen (15) days. INP may terminate immediately for nonpayment, unsafe working conditions, or Owner insolvency.

13. Force Majeure: Except for payment obligations, neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, labor disputes, supply chain disruptions, or governmental actions.

14. Confidentiality: All pricing, technical information, and project details provided by INP are confidential and may not be disclosed without INP's written consent.

15. Governing Law & Venue: This Agreement shall be governed by the laws of the State of Michigan without regard to conflicts of laws. Any dispute shall be brought in the state or federal courts located in Michigan, unless the project is in Texas, in which case venue shall be in Texas courts. Notwithstanding the foregoing, all matters involving liens on Goods or Real Property shall be governed by the jurisdiction in which such collateral is located. Prior to filing any claim in any such court, Owner shall submit to mediation, at its own sole cost and expense, before a mediator reasonably selected by INP, and held in the state of Michigan, at a location selected by INP. In the event that it is the prevailing party in any litigation, INP shall be entitled to recover its actual, out of pocket attorneys fees and legal costs in pursuing, defending, investigating, and otherwise engaging in such litigation. Owner agrees that it shall provide notice to INP of any claim against INP arising out of, related to, or connected with (regardless of whether such claim sounds in contract, tort, or otherwise) within sixty (60) days of the date such claim accrued, and pursue its available remedies hereunder within sixty (60) days thereafter, and otherwise such claim shall be irrevocably extinguished.

16. Prime Contract Adherence: INP is not held to the terms of any Prime Contract unless the Prime Contract is incorporated by reference into the subcontract and agreed upon in writing by an INP representative.

17. Entire Agreement: This Agreement, together with any incorporated proposals, change orders purchase orders, or master services agreements constitutes the entire agreement between the parties, and supersedes any prior understandings or agreements. To the extent there is a conflict between this Agreement and the master services agreement, the master services agreement governs.