



AE Solar Energy, Inc.

Terms and Conditions of Sales and Services

1. AGREEMENT. ALL SALES BY AE SOLAR ENERGY, INC. (“AESE”) OF ANY PRODUCTS (“PRODUCTS”) TO THE PURCHASER (“CUSTOMER”), AND/OR THE SALE OR PROVISION BY AESE TO THE CUSTOMER OF ANY MAINTENANCE OR SUPPORT SERVICES FOR PRODUCTS (COLLECTIVELY THE “SERVICES”) SPECIFIED IN THE ASSOCIATED SALES ORDER, ORDER CONFIRMATION, INVOICE, OR QUOTATION FROM AESE (“AESE ORDER”) SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS AND CONDITIONS (“TERMS”). EXCEPT FOR THE ITEM TYPE, QUANTITY, REQUESTED DELIVERY DATES AND LOCATION, THESE TERMS TAKE PRECEDENCE OVER CUSTOMER’S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS WHETHER CONTAINED ON A PURCHASE ORDER OR OTHER DOCUMENTATION WHICH AESE HEREBY REJECTS. CUSTOMER’S RIGHT TO THE PRODUCTS AND/OR SERVICES IS CONTINGENT UPON CUSTOMER’S ACCEPTANCE OF THESE TERMS, ANY CHANGES TO THE TERMS MUST SPECIFICALLY BE AGREED TO IN WRITING EXECUTED BY AESE AND CUSTOMER BEFORE BECOMING BINDING ON EITHER PARTY. TO THE EXTENT A CONFLICT OR INCONSISTENCY EXISTS BETWEEN THESE TERMS AND ANY DOCUMENT SUBMITTED TO AESE BY CUSTOMER, THESE TERMS WILL CONTROL. CUSTOMER ACKNOWLEDGES THAT IN THE EVENT THE PRODUCTS ARE SPECIFIED AS USED OR RECONDITIONED, THE WARRANTIES OFFERED BY AESE MAY BE LESS PROTECTIVE THAN THE WARRANTIES OFFERED FOR NEW PRODUCTS OF THE SAME KIND.

2. LICENSE FOR SOFTWARE. If Customer has purchased Products that include software, then this Section 2 shall apply. Subject to these Terms, AESE grants to the Customer a non-exclusive, non-transferable license to use the software that is installed on the Products, including updates or upgrades thereto, solely in connection with Customer’s use of the Products. Customer may not modify, reproduce, decompile, reverse engineer or transfer the software without AESE’s prior written consent.

3. WARRANTY FOR PRODUCTS. If Customer has purchased Products, then this Section 3 shall apply, and the Products are protected by AESE’s standard warranty as set forth in “**AE Solar Energy Warranty**” incorporated herein as follows (collectively, “Warranty Terms”):

AE Solar Energy, Inc. (“AESE”) warrants that new inverter and PV accessory products sold by AESE will be free from defects in material and workmanship for the period of time indicated in the table below, from the date AESE ships the product. If AESE Technical Support receives a completed Warranty Card from the Customer within 6 months of the date AESE ships the inverter product, the warranty will start on the installation date indicated on the applicable Warranty Card (inverter products only).

Product Line	Standard Warranty Period	Available Extensions
Solaron Central Inverters	5 years	+5, 10, 15
PowerStation (excluding inverters)	1 year	-
PVPowered Central Inverters	10 years	+5, 10
PowerVault (excluding inverters)	1 year	-
PVPowered String Inverters	10 years	-
PVPowered String Data Monitoring Card	1 year	-
String Combiners	5 years	-
Remote PV-Tie Accessories	5 years	-
Inverter Integrated Sub-Combiners	5 years	-
Data Monitoring & Controls Equipment	5 years	-

All warranty periods are as above, unless uniquely specified on an AESE Quote

Extended inverter warranties may be purchased from AESE at the time of original purchase, or any time up to 1 year from the original ship date. Availability is at AESE’s discretion. The warranty terms of this document apply to all extended warranties.

Certified used or refurbished products sold by AESE will be free from defects in material and workmanship for 180 days from the date AESE ships the product. Additionally, for any product that AESE repaired, serviced, converted, or upgraded, AESE warrants that any repaired or replaced component of the product will be free from defects in material and workmanship for the longer of (i) 90 days from the date of service or return shipment for depot service or (ii) or the remainder of the new product warranty. In the event Customer transfers ownership of product to a third-party, the warranty will only transfer to the third-party if the product remains installed at the original site.

AESE has sole responsibility and discretion for determining the cause and nature of a product defect, and AESE’s determination with regard thereto shall be final. Customer must notify AESE of any breach of warranty within the applicable warranty period. The exclusive remedy for any breach of warranty shall be, at AESE’s option, the repair of the product or replacement of such product with a product of the same type, or the refund of the purchase price for such product. When notifying AESE of, or returning to AESE, any products that fail to meet an applicable warranty, Customer shall comply with AESE’s then-current Return Material

Authorization procedure (available upon request). AESE owns, and Customer hereby assigns to AESE ownership of, any part, component, or item removed from a product by AESE during a warranty repair under these terms.

The Warranty does not cover fuses, filters, the value of lost energy production or costs related to the removal, installation, or troubleshooting of customer electrical systems.

The Warranty does not cover defects or damage caused by:

- Shipping or transportation damages
- Improper installation
- Exposure to unsuitable environmental conditions, including but not limited to damage due to lightning strikes
- Corrosion or rust
- Unauthorized or abnormal use or operation
- Negligence or accidents, including but not limited to lack of maintenance or improper maintenance
- Material or workmanship not provided by AESE or its authorized service centers
- Relocation of the commercial inverter from its original installation location
- Alteration of equipment without prior approval by AESE
- Acts of God, such as earthquake, flood or fire

If your product requires troubleshooting or warranty service, contact your installer or dealer. If you are unable to contact your installer or dealer, or the installer or dealer is unable to provide service, contact AESE directly at:

invertersupport@aei.com
Within the U.S., call 877.312.3832
Outside the U.S., call +1.541.323.4143

EXCEPT FOR THIS WARRANTY, AESE EXPRESSLY MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AESE'S TOTAL LIABILITY ARISING FROM THE PRODUCTS AND/OR SERVICES, WHETHER FOR BREACH OF CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, WILL BE LIMITED TO

THE AMOUNT PAID TO AESE FOR THE PRODUCTS AND/OR SERVICES FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. AESE WILL NOT BE LIABLE UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF AESE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE FOR THE AESE PRODUCT AND AESE'S OBLIGATIONS UNDER THIS WARRANTY ARE CONSIDERATION FOR LIMITING AESE'S LIABILITY. NO ACTION RELATING TO THE PRODUCTS AND/OR SERVICES MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER DELIVERY OF THE PRODUCTS OR COMPLETION OF THE SERVICES.

IN THE EVENT OF A DISPUTE BETWEEN AESE AND ANY PARTY COVERED UNDER THIS WARRANTY, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SUCH PARTY AGREES TO RESOLVE ANY AND ALL SUCH DISPUTES USING BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND EXPEDITED PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH THE PLACE OF ARBITRATION TO BE BEND, OREGON. UNLESS OTHERWISE AGREED IN WRITING, THE ARBITRATOR SHALL BE DRAWN FROM THE NATIONAL ENERGY PROGRAM PANEL OF THE AMERICAN ARBITRATION ASSOCIATION. THE PRICE FOR THE PRODUCT AND AESE'S OBLIGATIONS UNDER THIS WARRANTY ARE CONSIDERATION FOR THIS BINDING ARBITRATION PROVISION.

The last three paragraphs of the Warranty Terms for Products are superseded by the Terms, to the extent of any conflict. AESE reserves the right to charge for service time expended if the defect is due to any cause not covered by the warranty. In all cases, AESE reserves the right to inspect the faulty equipment, and AESE has sole responsibility and discretion for determining the cause and nature of a Product defect, and AESE's determination with regard thereto shall be final. Customer must notify AESE of any breach of warranty within the applicable warranty period. Notwithstanding anything to the contrary in the applicable Warranty Terms, the sole and exclusive remedy for any breach of warranty shall be, at AESE's option and at no additional cost to Customer, the repair of the Product or replacement of such Product with a Product of the same type, or the refund of the Purchase Price

(defined below) for such Product. When notifying AESE of, or returning to AESE, any Products that fail to meet an applicable warranty, Customer shall comply with AESE's then-current Return Material Authorization procedure (available upon request). Customer will pay freight on Products returned to Customer that are not covered by warranty. AESE will pay freight on Products returned to Customer which are covered by the Warranty Terms. AESE owns, and Customer hereby assigns to AESE ownership of, any part, component, or item removed from a Product by AESE under these Terms for any reason. AESE may, at its discretion, use new and/or reconditioned parts in performing warranty repair and in building replacement products. AESE reserves the right to use parts or products of original or improved design in the repair or replacement. If AESE repairs or replaces a product, AESE warranty continues for the remaining portion of the original warranty period or 90 days from the date of repair, whichever period expires later. All replaced products and all parts removed from repaired products become the property of AESE.

4. WARRANTY FOR SERVICES. If Customer has purchased Services, then this Section 4 shall apply. AESE warrants that the Services will be performed in a workmanlike manner. Customer's exclusive remedy for a breach of this warranty is for AESE to re-perform the Service at no extra charge. Customer must notify AESE of any breach of this warranty within 30 days of the date of the provision of the non-compliant services.

5. DISCLAIMER OF WARRANTY. THE EXPRESS WARRANTIES IN SECTIONS 3 AND 4 ABOVE ARE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AESE DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO WARRANTIES ARE MADE BY ANY OF AESE'S LICENSORS OR SUPPLIERS. No agent, representative or employee of AESE has any authority to make any representations or warranties on behalf of AESE.

6. LIMITATION OF LIABILITY. AESE'S TOTAL LIABILITY ARISING FROM THE PRODUCTS AND/OR SERVICES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE PRODUCTS AND/OR SERVICES FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL AESE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCTS AND/OR SERVICES, REGARDLESS OF WHETHER AESE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING OUT OF DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, DEFAULT, INDEMNITY OR ANY OTHER REASON OR LEGAL THEORY ARISING OUT OF THE USE OR HANDLING OF ITS PRODUCTS OR ITS PERFORMANCE UNDER THESE TERMS. NO ACTION RELATING TO THE PRODUCTS AND/OR SERVICES MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER DELIVERY OF THE PRODUCTS OR COMPLETION OF THE SERVICES. AESE DISCLAIMS ALL LIABILITY OF ANY KIND OF AESE'S SUPPLIERS AND LICENSORS.

7. USE OF PRODUCTS. Customer shall indemnify AESE against all claims, losses, damage, injury, or other liability

arising out of or related to the use of the Products, whether sold separately or incorporated into any of the Customer's products or services. Limitations on Use. The Product(s) are not developed for medical use, or for use in any other inherently dangerous activity (collectively, "Ultra-hazardous Uses"). Buyer agrees not to use Products for any Ultra-hazardous Uses. Buyer agrees that AEI shall not be liable for any claims, losses, costs or liabilities arising from such Ultra-hazardous Uses if Buyer or its distributors or customers use the Product(s) for such applications. Without limiting the generality of the foregoing, Buyer agrees to indemnify and hold AEI harmless from any claims, losses, costs, and liabilities arising out of or in connection with the use of the Product(s) in any such applications. Customer agrees to incorporate the foregoing restriction in all contracts or sale documents under which Customer sells the Product or a device incorporating the Product to Customer's customers.

8. DELIVERY OF PRODUCTS; TITLE. Delivery and completion dates are estimates; AESE will use commercially reasonable efforts to meet desired delivery and completion dates, but will not be liable to Customer in any way for any late shipment or completion. Delivery requests not conforming to AESE's current lead times are subject to expedite fees. AESE shall not be responsible for any delays caused by strike, flood, fire, act of God, scarcity of the materials needed to produce the Products or complete the Services, governmental restrictions, or any other cause beyond the reasonable control of AESE. Customer will accept and pay for partial shipments of Products or performance of Services. Unless otherwise provided on the AESE Order, the Products shall be delivered EXW (Incoterms 2010) AESE's designated manufacturing facility, service facility, or other named place of origin. Identification of the Products shall occur when they are placed in the hands of the carrier for shipment to Customer. The Products shall be placed in suitably protected containers, the nature of which shall be determined by AESE. Delivery obligations for returned Products is addressed in Section 3. Title to Products passes to Customer when Products are placed in the hands of the carrier for shipment to Customer. The Products are deemed accepted upon receipt by Customer.

9. PURCHASE MONEY SECURITY INTEREST. If Customer has purchased Products, then this Section 9 shall apply. AESE hereby reserves, and Customer hereby grants to AESE, a purchase money security interest ("PMSI") in the Products sold hereunder and all the proceeds thereof, including but not limited to, insurance proceeds, to secure performance of all of Customer's obligations hereunder. Customer's failure to pay any amount when due shall give AESE the right to repossess and remove the Products. Customer agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts and instruments as AESE may reasonable request in order to perfect AESE's PMSI. Customer agrees that AESE shall have the authority to file any documents necessary, including but not limited to, any UCC-1 (or similar) financing statement or continuation statement, to perfect and maintain the perfection of AESE's PMSI granted here under. AESE may send out a Notice of Right to Lien on each commercial inverter shipment on or before the deadline as stipulated by each state. Generally, this will be between 8 to 60 days from the time the commercial inverter is expected to arrive at the job site. AESE may send this notice to the project owner, installer, any applicable lenders, and other interested parties as prescribed by individual state law. It is only a notice communicating AESE's rights, as a material supplier to a commercial job, it is not a lien against the commercial

inverters. This notice is not intended to be any indication of an installer's credit profile or ability to pay. Customer will cooperate with AESE, including providing information requested by AESE (prior to the shipment of the inverter) , to facilitate AESE's mailing of Notice of Right to Lien as authorized by law.

10. INSURANCE; TAXES. In no case does the purchase price of the Products and/or Services ("Purchase Price"), even if inclusive of freight, cover the cost of any insurance; however, if the route selected involves movement of the Products by common carrier for which the freight rate does not include insurance, AESE may at its option, or upon Customer's instruction, procure insurance which amount Customer shall reimburse to AESE. Unless otherwise provided on the AESE Order, the Purchase Price is exclusive of, and Customer is responsible for, all sales, value added, use and like taxes and any applicable customs duties, import licenses, excise fees or tariffs. AESE will invoice Customer for all applicable taxes unless Customer supplies an appropriate and valid tax exemption certificate.

11. CANCELLATION/RESCHEDULE/CHANGES. Any order cancellation, change request, or reschedule request must be in writing. Orders for standard Products are subject to the following cancellation charges: (i) orders canceled 30 or more days before the originally scheduled delivery date are not subject to a penalty, (ii) orders canceled between 10 and 30 days before AESE's scheduled delivery date are subject to a 20% cancellation charge, and (iii) orders cancelled 10 or fewer days before AESE's scheduled delivery date are subject to 100% cancellation fee. All special orders for custom goods are subject to a 100% cancellation fee, regardless of when the order is cancelled. Orders may be rescheduled once (from the originally scheduled ship date) but must specify new ship dates not later than the last day of the calendar quarter. Only one reschedule per Order is allowed. Changes to Product configurations are subject to price adjustments caused by the new configuration. In addition, changes to Product configurations made less than 15 days prior to shipment are subject to a 15% change fee from the original Product price. Orders for AESE Services may not be canceled after commencement of Services by AESE. Rescheduling of production of the Product and delayed deliver may also result. .

12. PAYMENT TERMS; INSURANCE ON PRODUCTS. Quoted prices for Products or Services are binding on AESE for only 30 days from the date of the quote(unless otherwise stated) if put in writing submitted by AESE. All Products are invoiced upon shipment and all Services are invoiced upon completion. Terms of payment and credit limits are determined by AESE's credit department on a case by case basis. Large orders and new customers normally require a deposit at the time of order and/or prior to shipment. Unless otherwise agreed in writing signed by AESE, terms of payment are net 30 days from the date of invoice, unless otherwise expressly provided for and confirmed in writing by AESE. On a case by case basis, AESE may authorize Customer to pay by credit card. If Customer pays by credit card, Customer will be responsible for paying for or reimbursing AESE for credit card or merchant transaction fees for credit card purchases over \$25,000 in the aggregate in any calendar month. Notwithstanding any specified payment terms, AESE may require payment in advance of shipment of Product or commencement of repair services if Customer's credit, in AESE's sole judgment, becomes impaired. The Purchase Price shall become immediately due and payable and AESE may cancel any unfilled portion of a shipment or uncompleted Service upon Customer's failure to make any payment when due. Overdue payments shall be subject to finance charges

computed at a periodic rate of the lesser of the maximum allowed by applicable law or 1 1/2% per month). Customer, at its expense, shall fully insure Products against all loss or damage until the Purchase Price has been paid in full.

13. PROPRIETARY INFORMATION. AESE may provide confidential or proprietary information to Customer in connection with the Products ("CI"). Customer agrees that CI shall include all information which Customer knows or reasonably may know is confidential. CI shall remain the exclusive property of AESE and Customer must not disclose CI to any third-party and will preserve and protect the confidentiality of CI by using at least reasonable care and Customer will take all other acts reasonably requested by AESE with respect to CI. Upon AESE's request, Customer will return to AESE all documents containing AESE's proprietary information and retain no copies thereof. Customer agrees that its obligation to protect AESE's proprietary information shall be ongoing and shall not cease upon completion or termination of these Terms.

14. ADVICE; APPLICATIONS ENGINEERING SUPPORT. AESE may provide Customer technical advice regarding the Products and Services, but AESE does not control or supervise the subsequent manufacture, fabrication, or installation of its products or their use after sale or Service, and does not warrant or guarantee such advice. AESE reserves the right to make additional engineering changes as necessary to comply with AESE's internal policies and procedures. AESE reserves the right to charge Customer for costs and expenses incurred by AESE associated with any servicing or repair of a Product or component for which there is no problem observed (NPO), regardless of whether the Product is returned to AESE for repair or AESE deploys resources to make the repair.

15. SPECIAL ORDERS. Customer acknowledges that if this purchase is a special order for custom goods, the provisions of this paragraph supersede any conflicting general terms of these Terms. Customer agrees to defend, protect, and hold harmless AESE against all suits at law or in equity and from any and all damages, claims, and demands for personal injury or actual or alleged infringement of any United States or foreign intellectual property right and to defend any suit or actions which may be brought against AESE for such injury and/or any alleged infringement because of the manufacture and/or sale of the custom good. Customer will describe any specially ordered customer goods in the purchase order at or before the time that their manufacture or assembly commences.

16. EXPORT; COMPLIANCE WITH LAW. Customer acknowledges that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin. Customer will not export or re-export the Products or any related technical documentation in any form in violation of the export or import laws of the United States or any foreign jurisdiction. Customer shall not, without U.S. government authorization, export, re-export, or transfer any goods, software, or technology subject to these Terms, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any software or any technology subject to these Terms may not be exported, re-exported, or transferred to an end-user engaged in

activities related to weapons of mass destruction. Further, Customer and its personnel, agents and representatives are aware of, and agree to abide by, the obligations imposed by the laws of the countries in which Customer does business (including, without limitation, the Foreign Corrupt Practices Act) dealing with payments or gifts to governments or related persons for the purpose of obtaining or retaining business for or with, or directing business to, any person. Accordingly, Customer agrees that no portion of monies paid or payable to Customer in connection with this Agreement, nor any other item of value, will, directly or indirectly, be paid, received, transferred, loaned, offered, promised or furnished to or for the use of any officer or employee of any government department, agency, instrumentality or corporation thereof, or any political party or any official of such party or candidate for office, or any person acting for or on behalf of any of the foregoing, for the purpose of obtaining or retaining business for or with, or directing business to, any person. Customer will comply with the applicable provisions of 42 USC § 1320a-7b prohibiting illegal remuneration (including kickback, bribe or rebate). Customer will defend, indemnify, and hold harmless AESE from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

17. LAW; VENUE. These Terms will be governed by the laws of the State of Colorado as applied to agreements between Colorado without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer shall only bring an action arising from or relating to these Terms in a federal court in Denver, Colorado or in state court in Fort Collins, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of such court in such action or in any action brought in such courts by AESE. Customer irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to Customer at its address designated pursuant to these Terms, with such service of process to become effective fifteen (15) days after such mailing. Customer agrees to pay

AESE's reasonable attorney's fees and costs required to enforce AESE's rights hereunder. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

18. ARBITRATION. Customer agrees that AESE shall have the right to have any dispute between the parties arising out of or in connection with these Terms be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Denver, Colorado, by one arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, nothing in these Terms shall limit either party's right to seek immediate injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such relief in a court of competent jurisdiction.

19. GENERAL. No waiver of rights under these Terms by either party shall constitute a subsequent waiver of this or any other right under these Terms, and all waivers must be in writing to be effective. Neither these Terms nor any rights under these Terms shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of AESE and any unauthorized transfer or assignment shall be void. These Terms shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. In the event that any of the terms of these Terms are held to be illegal by any court of competent jurisdiction, all remaining terms of these Terms shall remain in full force and effect. These Terms together with AESE's associated AESE Orders (if applicable) constitute the entire understanding and agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous understandings, written or oral. In the event the terms of a AESE Order contain additional or different terms than these Terms, the terms of the AESE Order will govern and control. These terms may only be amended by an explicit and formal written document, hand signed by the authorized representatives of both parties.

FOR ADVANCED ENERGY INDUSTRIES, INC.:

Date

Name/Title

FOR VENDOR:

Authorized Signature:

Date

Name/Title