

The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by ZEUS to ZEUS' customers ("Customer"). These Terms and Conditions shall apply to the exclusion of all other terms referred to in any purchase order, acknowledgment, confirmation or any other documentation issued by either party, unless agreed in writing and signed by an authorized officer of ZEUS. ZEUS' failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of these Terms and Conditions.

1. ORDERS. Orders will be initiated by Customer issuing a purchase order to ZEUS. Orders must identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. Orders are subject to ZEUS' acceptance. ZEUS reserves the right to limit quantities and to refuse to deal with any person.

2. PRICES. Orders are billed at the prices (in US dollars) in effect at the time of shipment. The catalog reflects the latest pricing information available at the time of printing, which are subject to change without notice. Non-standard Products will be sold at the prices set out in the relevant quotation supplied by ZEUS. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation fee. Prices for any rescheduled deliveries may be increased by ZEUS in the event of an increase in ZEUS' prices or costs or causes beyond ZEUS' reasonable control. Prices do not include federal, state and local sale, use, excise and similar taxes that apply to Products which Customer will also pay at the applicable rate unless an original signed tax exemption certificate is received by ZEUS.

3. TERMS OF PAYMENT. If ZEUS has not granted credit to Customer payment terms are cash on delivery, COD order minimum is \$50.00. COD orders totaling \$500.00 or more must be paid with certified funds (certified check, money order or cashier's check). Most carriers will not accept cash and require payment by check of some form regardless of the total. There is a \$25.00 service charge on all returned checks.

If credit has been granted, payment is net 30 days from date of invoice. All payments must be made without set-off or deduction. Orders are subject to credit approval by ZEUS, which may in its sole discretion at any time change the terms of Customer's credit or require advance payment or payment by official bank check. If ZEUS reasonably believes that Customer's ability to make payments is impaired, ZEUS may cancel any order or remaining balance thereof, and Customer will remain liable to pay ZEUS for Products already shipped. Customer will submit such financial information as ZEUS may reasonably require for determination of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any payment received from Customer may be applied by ZEUS against any obligation owing by Customer to ZEUS under this or any other contract, regardless of any statement appearing on or referring to such payment, without discharging Customer's liability for any additional amounts owing by Customer to ZEUS. The acceptance by ZEUS of such payment will not constitute a waiver of ZEUS' right to pursue the collection of any remaining balance. If Customer fails to make payment when due, without prejudice to any other right or remedy, (i) overdue sums will bear interest to date of payment at the annual rate of 18% or such lower rate as may be the maximum permitted by law; and (ii) ZEUS will be entitled to reimbursement for all costs of collection and attorneys' fees. Credit cards accepted are Master-card, Visa, and Discover +3% fee.

4. DELIVERY AND TITLE. All shipments by ZEUS are FOB point of shipment from ZEUS' facility and the amount of all shipment charges shall be paid to ZEUS by Customer in addition to the purchase price of the Products. Selection of the carrier and delivery route will be made by ZEUS unless specifically designated by Customer. ZEUS will aim to initiate shipment and deliver the Products as close as possible to Customer's requested delivery date(s). Customer acknowledges that shipment and delivery dates provided by ZEUS are estimates only and that ZEUS will not be liable for failure to achieve such dates. For the avoidance of doubt delivery of Products within 30 days of the requested delivery date shall constitute timely delivery. Delivery of a quantity within $\pm 10\%$ of the quantity ordered will constitute full delivery. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery to a carrier will constitute delivery to Customer, and risk of loss of or damage to the Products will pass to Customer at this point. Title to the Products shall remain with ZEUS until payment in full for the Products by Customer. Products invoiced and held by ZEUS at Customer's request will be held at Customer's risk and expense.

5. CANCELLATIONS, RETURNS. Customer may, without charge, cancel an order for standard Products provided the order is scheduled for shipment by ZEUS more than 60 days after ZEUS receives written notice of cancellation from Customer. Customer may only cancel an order for standard Products scheduled for shipment by ZEUS within 60 days after ZEUS receives written notice of cancellation if accepted by ZEUS in its sole discretion, which acceptance may be subject to Customer accepting a cancellation fee determined by ZEUS. Customer may only reschedule an order if accepted by ZEUS in its sole discretion. Orders may not be canceled or rescheduled after delivery by ZEUS to the carrier. Customer may not cancel special orders, products which do not appear in the catalog, products not customarily in stock, value-added products, products to be assembled from kit form, opened software, and products identified as otherwise non-cancelable and non-returnable ("NCNR"). Customer is deemed to have accepted the Products unless written notice of rejection is received by ZEUS within three days after deliver.

The following provisions apply to the return of Products to ZEUS (except where Section 6 applies):

- (a) ZEUS will advise Customer at the time of order placement whether any Product ordered is NCNR. NCNR Product may not be returned. Returns are limited to the previous year's volume of purchases of any given Product.
- (b) ZEUS will accept Product returns only within 30 days of the date of delivery to Customer.

- (c) Authorization must be obtained from ZEUS prior to returning any Product by submitting a return material authorization (RMA) request to the Customer Returns desk. Please allow 24 hours for each request to be processed.
- (d) If approved, ZEUS will issue Customer an RMA number. No return of Product will be accepted without a clearly visible RMA number marked on each carton.
- (e) Return freight charges must be prepaid by Customer.
- (f) Returned Product must be in original shipping cartons with all packaging materials included.
- (g) Product must be in a re-sellable condition. Customer will be advised of disposition or credit (whichever applies) after inspection of Product.
- (h) Product returned due to Customer error may be subject to a 15% restocking fee.
- (i) ZEUS will not be responsible for returned Product lost in transit.

6. LIMITED WARRANTY. ZEUS warrants to Customer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by ZEUS on such Products will conform to applicable Customer's specifications relating to such work for a period of (1) year unless otherwise stated. If ZEUS breaches this warrant, Customer's remedy is limited to (at ZEUS' election) (1) refund of Customer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to ZEUS, along with acceptable evidence of purchase, within 20 days from date of delivery, transportation charges prepaid. No warranty will apply if the Product has been subject to misuse, excess discharge, neglect, accident or modification, or has been soldered.

SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, IN PARTICULAR, ZEUS MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT.

7. LIMITATION OF LIABILITIES. CUSTOMER SHALL NOT BE ENTITLED TO, AND ZEUS SHALL NOT BE LIABLE FOR, LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COSTS, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, DAMAGE TO CUSTOMERS' PRODUCTS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. CUSTOMER'S RECOVERY FROM ZEUS FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

8. LIMITATION ON LIABILITY TO BUYER'S CUSTOMERS. Buyer agrees to limit liability to its customers to the fullest extent permitted by law. By accepting the Products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold ZEUS harmless against and also defend ZEUS through counsel chosen by ZEUS, from any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's Customers and/or users of the Products because of: (a) the Products; or (b) any failure to detect and/or warn of the danger for which the Products were designed, whether or not such damages are caused or contributed to by the sole or joint concurring negligence of ZEUS.

9. PUBLISHED INFORMATION. ZEUS makes every effort to ensure the accuracy of the information published in its catalogs. However, ZEUS makes no representations about the information presented, which is provided "as-is" without warranty of any kind. Product specifications and availability are subject to change without prior notice.

10. DESCRIPTION. Any description given or applied to the Products is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Customer hereby affirms that it does not in any way rely on any description when entering into the Terms and Conditions.

11. SAMPLE. Where a sample of the Products is shown to and inspected by the Customer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

12. LIMITATIONS OF USE. PRODUCTS SOLD BY ZEUS ARE NOT RECOMMENDED OR AUTHORIZED FOR USE IN LIFE SUPPORT, SURGICAL IMPLANTATION, NUCLEAR OR AIRCRAFT APPLICATIONS OR FOR ANY USE OR APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY. Customer agrees that using or selling Products for use in such applications is done at its own risk, and agrees that ZEUS and the manufacturer of the Products are not liable for any claim or damage arising from such use. Customer agrees to fully indemnify, defend and hold harmless ZEUS and the manufacturer of the Products from and against any and all claims, damages, loss, cost, expense or liability arising out of or in connection with the use or performance of Products in such applications. Use of software will be subject to the terms of any accompanying end user license.

13. STATEMENTS AND ADVICE. If statements or advice (technical or otherwise, and whether or not provided by ZEUS' technical support group) are offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge and ZEUS will have no responsibilities or liabilities whatsoever for the content or use of such statements or advice.

14. FORCE MAJEURE. ZEUS will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots, or war. ZEUS' time for delivery or performance will be extended by the period of such delay or ZEUS may, at its option, cancel any order or remaining part thereof without liability by giving notice to Customer.

15. EXPORT CONTROLS. Products purchased are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Customer shall be responsible for obtaining any required license to export, re-export or import.

16. GENERAL. The Terms and Conditions may not be modified or canceled without ZEUS' written agreement. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. The provisions set out in these Terms and Conditions are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. Customer will not directly or indirectly export, re-export, sell or transfer any Product to any country for which an export license or other governmental approval is required without first obtaining all licenses and other approvals.

17. APPLICABLE LAW AND JURISDICTION. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of Illinois, other than the conflicts of laws principles thereof. All disputes and controversies arising out of or relating to these Terms and Conditions, including their negotiation, execution, performance, or breach must be resolved in the state or federal courts in Cook County in the State of Illinois, and each party irrevocably consents to the exclusive venue and personal jurisdiction of those courts for the resolution of such disputes and waives all objections thereto. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A JURY IN CONNECTION WITH ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS.

18. WAIVER. No waiver by ZEUS of any of these Terms and Conditions shall be deemed to constitute a waiver of any other Terms or Conditions. No waiver by course of conduct or custom and usage can occur.

19. ASSIGNMENT. Neither party will assign any rights or obligation under these Terms and Conditions without the advance written consent of the other Party, which consent will not be unreasonably withheld. Either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void.

20. INTERNATIONAL ORDERS. All orders of international origin are exported from the U.S. in accordance with Export Administration Regulations. All taxes, duties, insurance, shipping charges and other international charges and fees are the responsibility of the Customer. Minimum order is \$50.00. Information including price quotations, handling, documentation and shipping can be obtained by writing:

Power Cell LLC	Telephone	877-469-4255
Db a Zeus Battery Products	Fax:	630-295-6801
191 Covington Drive		
Bloomington, IL 60108		
Website : www.zeusbatteryproducts.com		

Terms for payment on export orders are cash or credit card. Cash orders in U.S. dollars will be accepted for immediate processing.