



Purchase Order Terms & Conditions

These Purchase Order Terms and Conditions represent the governing terms and conditions between **CriticalWave Energy Solutions LLC**, a **Florida Limited Liability Company** ("CriticalWave") and the supplier (the "Supplier") identified in the Purchase Order.

All Purchase Orders submitted to Supplier by CriticalWave are subject to these Terms & Conditions. CriticalWave may cancel any Purchase Order or any portion thereof prior to shipment of the products by Supplier.

Unless otherwise specified in the Purchase Order, the Supplier's prices must include all applicable taxes (including, but not limited to, sales, use, value-added and ad valorem taxes, tariffs, and assessments after audit), shipping and delivery charges, duties, customs, tariffs, and government-imposed surcharges. Supplier is responsible for payment of all applicable taxes, exclusive of taxes based on CriticalWave's income. Supplier shall list separately on its invoice any such tax lawfully applicable to any products or services, and payable by CriticalWave, with respect to which CriticalWave does not furnish to Supplier lawful evidence of exemption. Supplier shall use its best efforts to assist CriticalWave in any legal efforts to minimize the taxes resulting from the performance of the Purchase Order. CriticalWave will make payment within 60 calendar days after receipt of Supplier's invoice, unless otherwise agreed to in writing.

Time is of the essence in the performance of Supplier's obligations under the Purchase Order. Supplier shall immediately notify CriticalWave if timely performance is delayed or is likely to be delayed for any reason. CriticalWave's acceptance or acknowledgment of such notice shall not constitute a waiver of any of Supplier's obligations. Delivery is to be made both in quantities and at times specified in the Purchase Order. If Supplier is unable to deliver the entire Order according to the delivery schedule therein, CriticalWave may, at its sole discretion, (i) cancel the Order without penalty; (ii) accept partial delivery, in which event such delivery shall be separately invoiced and paid for; (iii) direct expedited routing, and any excess cost incurred thereby shall be debited to Supplier's account; or (iv) terminate or modify the Purchase Order in whole or in part without any liability whatsoever. If CriticalWave accepts partial delivery, it may cancel the remainder of the subject Order at any time prior to Supplier's shipment (as communicated in writing to CriticalWave) of the remaining portion. If Supplier delivers any products or services after the specified delivery date, CriticalWave may reject such delivery without liability.

Risk of loss remains with Supplier until the ordered products are received at the location stated in the Purchase Order or, if none is stated, CriticalWave's facility or CriticalWave's customer's location (in the case of directly shipped products). Title passes to CriticalWave when the products are received at the CriticalWave facility stated in the Purchase Order (except when the Purchase Order identifies CriticalWave's customer's location, in which case title passes when the transportation carrier receives the products).

All products delivered by Supplier are subject to inspection and acceptance/rejection by CriticalWave or CriticalWave's customer (in the case of directly shipped products) within a reasonable time after receipt. If the products are defective or do not conform to the Purchase Order, in whole or in part, CriticalWave or its customer may reject the products and, at CriticalWave's option, either (a) require Supplier to replace the



products at no additional cost or (b) return the products to Supplier for full reimbursement of any amounts paid for the returned products, plus transportation charges.

Supplier grants CriticalWave a non-exclusive, irrevocable, worldwide, royalty-free right to use Supplier's logos, trademarks, service marks, trade names, and domain names in connection with any CriticalWave catalogs, websites, or other sales and marketing materials, unless otherwise agreed in writing. CriticalWave will use Supplier's intellectual property consistent with reasonable Supplier quality standards communicated to CriticalWave.

Dispute Resolution: All disputes arising out of or relating to this Purchase Order shall be resolved exclusively by a court of competent jurisdiction in the **State of Florida**, with each party bearing its own costs and attorney's fees. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any such disputes. Until the final resolution of any dispute hereunder, Supplier shall diligently proceed with the performance of the Purchase Order as directed by CriticalWave.

Termination: CriticalWave may terminate the Purchase Order, in whole or in part, immediately if (i) Supplier breaches any material term hereof; (ii) Supplier fails to make timely delivery; (iii) Supplier fails to make progress so as to endanger performance; or (iv) Supplier becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Supplier under any law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors. Any such termination will be without liability to CriticalWave except for completed items delivered to and accepted by CriticalWave, payment for which can be set off against any damages or debts owed to CriticalWave.

Compliance: Supplier shall comply with all applicable environmental federal, state, and local laws, regulations, and ordinances. In the event that Supplier's performance of its obligations hereunder requires the delivery to or handling of hazardous materials as specified in the U.S. Department of Transportation, Title 49 or OSHA standards or regulations, Supplier will promptly notify CriticalWave and, upon request, will provide CriticalWave and affected third parties with material safety data sheets and such other documentation reasonably necessary for compliance with applicable laws and regulations.

Last Updated January 17, 2025