# N1C AUTHORIZED RESELLER AGREEMENT

This Reseller Agreement ("Agreement") is hereby made and entered into by and between ("Reseller") and N1 Critical Technologies, Inc. (N1C) ("Manufacturer"), each having their respective place of business at the address listed on the signature page hereof. As used herein, Manufacturer or Reseller may each individually and separately be referred to as a "Party" and together as the "Parties". The effective date hereof shall be the date on which the last signing party hereto affixes its signature ("Effective Date"). The Term of this Agreement will be 2 years from the Effective Date. The parties hereto mutually agree on the Terms and Conditions hereinafter set forth:

## 1. APPOINTMENT & CONFIDENTIALITY

1.1 Appointment. Subject to the terms of this Agreement, Manufacturer hereby appoints Reseller as, and Reseller accepts appointment as, a nonexclusive Reseller of the products developed, being developed, manufactured, or sold by Manufacturer to Reseller for resale (" Product" or "Products"). Reseller agrees to use commercially reasonable efforts to sell, market and promote the Products.

(a) Upon execution of this Agreement, Manufacturer shall provide to Reseller a letter of authorization stating that Reseller is an Authorized Reseller for Manufacturer's Products and is authorized to sell Manufacturer's Products to its customers, clients, or end-users. Reseller is not to act as a Distributor, providing Manufacturer products to other Resellers.

1.2 Website. Upon execution of this Agreement, and for the Term of this Agreement, Manufacturer shall list Reseller on its website as an authorized Reseller for Products on its Where to Buy section, if any, and Reseller shall list Manufacturer on its website. Manufacturer hereby grants permission and a limited right to Reseller to use the trademarks, service marks, corporate names, trade names, trade dress, logos, website content and other images owned or used by Manufacturer for use on Reseller's website, with prior approval from Manufacturer.

1.3 Non-Disclosure. For the duration of this Agreement, and for a period of one (l) year following its termination, each Party shall use reasonable care, commensurate with the degree of care it uses to protect similar information of its own, to avoid disclosure, publication, or dissemination of the information and technology which are confidential and proprietary to the other Party ("Proprietary Information"), outside of those employees, officers or consultants who have a need to know.

(a) Disclosure of other Party's Proprietary Information shall be permitted in the following circumstances: provided, that the disclosing Party shall have first given reasonable notice to other Party that such disclosure is to be made:

(i) In response to a court order, legal process, or other governmental body.

(ii) As otherwise required by law.

(iii) As necessary to establish rights under this Agreement; or

(iv) If necessary, in a proceeding before a governmental tax authority.

(b) Notwithstanding the above, the obligations specified herein will not apply to any information which:

(i) is or becomes publicly available without breach of this Agreement.

(ii) is released for disclosure by written consent of the other Party.

(iii) is under receiving Party's possession prior to the disclosure; or

(iv) is received from a third party who has the right to disclose without restriction.

## 2. PRODUCT ORDERS

2.1 Orders and Acceptances. Reseller will initiate all orders for Products through a written Purchase Order submitted to the Manufacturer ("Purchase Order"). The Purchase Order shall set forth the details for the order of Products. Specific delivery commitments will be made and agreed upon in writing at the time that a Purchase Order is placed with the Manufacturer. In accepting a Purchase Order, the Manufacturer will provide confirmation of the Purchase Order to Reseller and will advise Reseller of the anticipated Product shipment date when such date becomes available.

2.2 Fulfillment of Purchase Orders. Manufacturer will use commercially reasonable efforts to fill all Purchase Orders promptly. Once a shipment tracking number is known, the Manufacturer will provide Reseller with the shipment tracking number applicable to the Purchase Order.

2.3 Return of Products. Manufacturer will accept returns from the Reseller of unopened/non-energized Product within thirty (30) days from the Invoice date to the Reseller. The exception being 3PL-Series and/or 3-phase Product or Accessories, which are not returnable. The Reseller shall obtain a Return Merchandise Authorization ("RMA") from Manufacturer prior to shipping Products back to Manufacturer. This RMA may be requested from the Account Rep or at service@n1critical.com. RMA requests for opened or warranty shall be made by the owner of the Product in accordance with the Warranty of that Product. These requests shall also be made to service@n1critical.com. Non-warranty RMA returns shipping costs will be that of the Reseller and will incur a 20% restocking fee.

2.3A Shipping Damage. Regardless of shipping terms, shipping claims shall be initiated within 24 hours of receipt of the Product. If the Product was not rejected by the receiving Reseller, or its customer, the Manufacturer must be notified within 24 hours of accepting the shipment. Notated receipts of goods and pictures of damaged packaging and or Product must be provided with the notification. These notifications should be submitted to service@n1critical.com.

## 3. PRICING AND PAYMENTS

3.1 Pricing. The Reseller shall not be required to purchase any minimum amount or quantity of the Product. Manufacturer shall provide Reseller with its current price list for its Products, and Manufacturer will provide Reseller updated price lists when any update to the price list occurs (collectively the "Price List"). For all accepted Purchase Orders, Reseller shall pay to Manufacturer the prices specified in the Purchase Order, which shall be the purchase price established on the Price List at the time the Purchase Order was made, less any applicable discounts/multiplier. Manufacturer may add new Products or delete Products from the Price List, at Manufacturer' s sole discretion.

3.2 Price Changes & Protection. The Manufacturer may adjust pricing on the Price List at its sole discretion. Manufacturer will use reasonable efforts to announce any changes by providing thirty (30) days prior written notice to Reseller before such changes become effective.

3.3 Payment. Except as agreed to in writing by the Parties, Reseller shall tender payment for the Products Net 30 from date of the Manufacturer invoice by company check, credit card, wire transfer or cashier' s check.

3.4 Minimum Advertised Price (MAP). The Manufacturer may establish, in its sole discretion, and may amend from time to time, in its sole discretion, the Minimum Advertised Price for Products (MAP). Reseller agrees not to advertise to end users any of Manufacturer' s Products at a price lower than MAP.

## 4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence upon the Effective Date and will continue for 24- months thereafter (the "Initial Term" or "Term"). After the Initial Term, this Agreement will automatically renew for additional successive 24-month terms, unless terminated by either Party, with or without a reason, with ninety (90) day written notice having been given.

4.2 No Liability for Termination. Except as required by law, if either Party terminates this Agreement in accordance with any of the terms of this Agreement, neither Party shall be liable to the other for compensation, reimbursement, or damages on account of the loss of prospective profits, anticipated sales, or on account of expenditures, inventory, investments, leases, or commitments in connection with the business or goodwill of Manufacturer or Reseller. Termination will not relieve either Party of any obligations incurred prior to the effective date of the termination.

## 5. INDEMNIFICATION

5.1 Indemnification of Reseller. Manufacturer agrees to defend, indemnify and hold the Reseller, its officers, directors, agents, employees, successors and assigns harmless against all claims, demands, losses, liability, damages or expenses of whatever form or nature, including actual attorneys' fees and other costs of legal defense, whether direct or in direct, which they, or any of them, may sustain or incur as a result of any acts or omissions of the Manufacturer or any of its directors, officers, agents , employees, successors or assigns , including, but not limited to, (i) breach of any of the provisions of this Agreement, (ii) negligence or other tortious conduct, (iii) violation by the Manufacturer (including any of its directors, officers, agents, employees, successors or assigns) of any applicable law, regulation or order, including but not limited to patent, trademark and intellectual property laws, regulations, rules, or orders, (iv) claims that Manufacturer's Products infringe upon the intellectual property of a third-party, or (v) all claims of liability, loss, costs, expenses, damages or injury to persons, property, reputation, or anything else, however caused, by any of Manufacturer ' s Products, whether or not defective. Reseller agrees to provide Manufacturer notice of any such third-party claim promptly after learning of such claim, whether any litigation or any other proceeding has been filed or served, and Manufacturer's indemnity obligations shall be relieved to the extent prejudiced

by any unreasonable delay. Manufacturer shall have the right to control the defense and/or settlement of all such claims, in litigation or otherwise. The Reseller shall be entitled to participate, at its own expense, in any dispute for which indemnity is sought with counsel of its own choosing.

5.2 Liability. Reseller is not responsible or liable for any re-sale or installation actions of or by Resellers customers, including but not limited to the advertising, marketing, or installation of Products.

6. GENERAL

6.1 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth below and with the appropriate postage affixed, or by facsimile or by e-mail. Either Party may change its address for receipt of notice to the other Party in accordance with this Section.

6.2 Relationship. Nothing in this Agreement creates a partnership, joint venture or legal relationship of any kind that would impose liability upon one Party for the acts or failure to act of the other Party, or to authorize either Party to act as agent for the other. Except where expressly stated in this Agreement, neither Party shall have the authority to make representations, act in the name of, or on behalf of or otherwise bind the other.

6.3 Force Majeure. Manufacturer will not be liable for or be in breach of or in default under this Agreement on account of any delay or failure to perform as required by this Agreement because of any unforeseen circumstance, cause or condition beyond Manufacturer's reasonable control, so long as Manufacturer uses commercially reasonable efforts to avoid or remove such causes of non-performance.

6.4 Assignability. Neither Party may assign any of the rights, duties, or obligations under this Agreement without the prior written consent of the other Party, except as provided by operation of law, acquisition, or reorganization.

6.5 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Wisconsin, USA, without reference to its choice of law rules. The state and federal courts located in Rock County, Wisconsin shall have sole and exclusive jurisdiction over the Parties and all claims relating to or arising from this Agreement. Manufacturer and Reseller each hereby consent to personal jurisdiction in such courts. Manufacturer and Reseller each further consent to the procedures established by the rules before such courts. Manufacturer and Reseller each waive all provisions under any non-USA laws, treaties, or conventions to the contrary. The United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded from application to this Agreement.

6.6 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach.

6.7 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

6.8 Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing and interpreting this Agreement.

6.9 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the Parties have not signed the same counterpart, with the same effect as if the Parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile or e-mail, and such execution and delivery will have the same force and effect of an original document with original signatures.

6.10 Entire Agreement. This Agreement is the final and complete expression of the Agreement between the Parties regarding the resale of Manufacturer's Products. This Agreement supersedes and governs all previous oral or written communications regarding these matters, all of which are completely merged into this Agreement.

6.11 Modification. This Agreement may only be changed by a written agreement signed by both Parties.

6.12 Corporate Authority. The individual signing below represents and warrants that he or she has the requisite power and authority to bind the Party on whose behalf they are signing and hereby binds such Party.

IN WITNESS WHEREOF, Manufacturer and Reseller have caused this Agreement to be executed by their duly authorized representatives, as of the day and year written below.

7. ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

Signature below acknowledges and accepts the standard TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES that follow the signature page of this document as Addendum A.

**As Manufacturer:**

N1 Critical Technologies, Inc.

2949 Venture Drive #190

Janesville, WI 53546

(877)226-3311

sales@n1critical.com

_____ Date: _____

By: Jeff Hansing

Title: President

**As Reseller:**

Company: _____

Address: _____

_____

Phone: _____

Email: _____

_____ Date: _____

By: _____

Title: _____

A. ADDENDUM A

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS AND CONDITIONS CONSTITUTE A BINDING CONTRACT BETWEEN YOU (EITHER "YOU" OR "CUSTOMER") AND N1 CRITICAL TECHNOLOGIES, INC., AND ITS AFFILIATES (EITHER "US", "WE", "OUR", "SELLER", OR "N1") AND ARE REFERRED TO HEREIN AS EITHER "TERMS" OR THIS "AGREEMENT". YOU ACCEPT THESE TERMS BY PURCHASING A GOOD (THE "GOOD(S)") FROM US OR SHOPPING ON OUR WEBSITE (THE "SITE") OR ENGAGING US (OR ANY OF OUR AFFILIATES) TO PERFORM OR PROCURE SERVICES (AS DEFINED HEREIN OR IN AN APPLICABLE STATEMENT OF WORK ("SOW")). UNTIL AN ORDER OR SOW IS ACCEPTED BY US, THESE TERMS ARE SUBJECT TO CHANGE BY US WITHOUT PRIOR NOTICE TO YOU. THE TERMS FOR THE SALE OF GOODS OR PROVISION OF SERVICES ARE LIMITED TO THOSE CONTAINED HEREIN, PROVIDED, HOWEVER, THAT THE TERMS OF AN APPLICABLE SOW SHALL SUPPLEMENT THESE TERMS, BUT WHERE THERE ARE INCONSISTENCIES BETWEEN THESE TERMS AND A SOW, THESE TERMS SHALL CONTROL. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

YOU MAY NOT ORDER OR OBTAIN GOODS OR SERVICES FROM SELLER OR THE SITE IF YOU (A) DO NOT AGREE TO THESE TERMS.

1. Orders.
   a. You agree that your order is an offer to buy, under these Terms, all Goods and Services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the Goods or Services to you. We may choose not to accept any orders in our sole discretion.
   b. Should you cancel an order without our written consent, we may recover from you a cancellation charge of not less than twenty percent (20.0%) of the purchase price, provided, however, that no order may be cancelled if (i) the Goods ordered are customized, or (ii) of the Goods are opened or unpackaged, installed, or have been connected to power subjected to a load.

2. Price and Payment Terms.
   a. All prices posted are subject to change without notice. The price charged for any Goods will be the price shown in the order confirmation provided to you at the time your order is accepted. Unless expressly stated, prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your order total and must be prepaid. Any amounts that are not paid when due shall bear interest at the lesser of: (i) 1.5% per month, or (ii) the maximum rate permitted under applicable law.
   b. Terms of payment are within our sole discretion, and, unless agreed to in writing, the total payment due must be received by us at the time the order is accepted, provided, however, that Seller may elect, in its sole discretion, to extend the following payment terms:
      i. Goods from manufacturer stock: Net thirty (30) days from the date of shipment with approved credit application. New customers or international shipments are required to be paid in full at the time of shipment.
      ii. Custom Orders of Goods: Fifty percent (50.0%) down payment upon placement of order and fifty percent (50.0%) remainder due upon shipment. New customers or international shipments are required to be paid in full at the time of order.
   c. Notwithstanding Sections 2.a and b in connection with Services being performed pursuant to a SOW, the Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable SOW. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller or its affiliate. Except as otherwise specified in an applicable SOW, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.
   d. In the event of a payment default, the Customer will be responsible for all of the Seller's costs of collection, including, without limitation, attorney fees and costs. In addition, Seller reserves the right to suspend deliveries of Goods or provision of Services until payment is received. Customer hereby grants to Seller a security interest in the Goods to secure payment in full. Customer authorizes Seller to file a UCC-1 financing statement reflecting such security interest.

3. Shipment; Title; Risk of Loss.
   a. The Goods will be delivered within a reasonable time after the receipt of Customer's order, subject to availability of finished Goods. The Seller shall not be liable for any delays, loss, or damage in transit. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer.
   b. Title to Goods and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect).
   c. Any facility unable to receive a standard long truck freight delivery should notify Seller for alternative options. Unloading and placement are the responsibility of the installing contractor or Customer.

4. Services.
   a. Customers may order services (collectively, "**Service(s)**") from or through Seller or its affiliates. Services may also be provided by

third-party original equipment manufacturers, licensors, vendors, or other service providers ("**Third-Party**"), including, without limitation, startup, commissioning, and warranty services ("**Third Party Services**"). In the case of Third Party Services, Customer shall consider the Third-Party to be the contracting party and the Third-Party shall be the party responsible for providing the services to the Customer, Customer will look solely to the Third-Party for any loss, claims or damages arising from or related to the provision of such Third-Party Services; and Customer hereby releases Seller and its affiliates from any and all claims arising from or relating to the purchase or provision of any Third Party Services.

b. Startup services are Third-Party Services and require two (2) weeks lead time. Installation of the Goods must be complete before startup personnel arrives to site. Any startup events requiring rescheduling due to incomplete installation or site conditions prohibiting startup on prescheduled date will be subject to an additional startup fee in Seller's discretion.

c. Where Services are ordered from Seller in a SOW, each SOW hereby incorporates these Terms and constitutes a separate agreement with respect to the Services performed. In the event of an addition to or a conflict between any term or condition of the SOW and these Terms, these Terms will control, except as expressly amended in the applicable SOW by specific reference to this Agreement. Each such amendment will be applicable only with respect to such SOW and not to future SOW. Changes to the scope of the Services described in a SOW will be made only in a writing executed by authorized representatives of both parties.

d. With respect to the Services (whether provided by Seller or a Third-Party), Customer shall (i) cooperate in all matters relating to the Services and provide access to its employees, facilities, and premises as may reasonably be requested for the purposes of performing the Services; (ii) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the performance of the Services in accordance with the requirements of this Agreement (or the applicable SOW); (iii) provide any documentation or information as may be requested to carry out the Services in a timely manner, and ensure that such documentation and information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

e. Customer shall maintain adequate insurance coverage to protect Seller or Third-Party, as applicable, and Customer's premises, and Customer agrees to indemnify and hold Seller, Third-Party and their respective agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any death, injury or property damage occurring in connection with the performance of the Services, other than solely as a result of Seller's or Third-Party's gross negligence or willful misconduct.

5. Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying Goods or Services from the Site for your own use only, and not for resale or export. Products and services purchased from the Site may be controlled for export purposes by export regulations, including but not limited to, the Export Administration Act of 1979 (50 U.S.C. 2401-2410), the Export Administration Regulations promulgated thereunder (15 C.F.R. 768-799), the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, **"Export Regulations"**).

6. Warranties.

a. Limited Warranty.

i. For Goods manufactured and sold by Seller, the sole limited warranty for such Goods can be found on the Site as follows: http://n1c-resellercentral.com/wp-content/uploads/filebase/documents/N1C-Products-Limited-Warranty.pdf.

ii. For Services provided by Seller, Seller warrants to Customer that Services shall be provided using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

b. WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6(a), SELLER HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES RELATING TO GOODS AND SERVICES, WHETHER WRITTEN, ORAL, EXPRESSED, OR IMPLIED INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FOR AVOIDANCE OF DOUBT, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE GOODS ARE DESIGNED FOR OR SUITABLE FOR USE IN ANY HIGH-RISK ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, AIRCRAFT OR AUTOMOBILE SAFETY DEVICES OR NAVIGATION, LIFE SUPPORT SYSTEMS OR MEDICAL DEVICES, NUCLEAR FACILITIES, OR WEAPON SYSTEMS, AND CUSTOMER AGREES TO HOLD HARMLESS AND INDEMNIFY SELLER IN CONNECTION WITH ANY SUCH USE OF THE GOODS.

c. Customer acknowledges that goods manufactured by a third party ("Third-Party Goods") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. THIRD PARTY GOODS ARE NOT COVERED BY THE WARRANTY IN SECTION 6(a). SELLER RESELLS AND PASSES THROUGH THE THIRD-PARTY GOODS ON AN "AS-IS, WHEN AVAILABLE" BASIS. EACH OF THE THIRD-PARTY GOODS MAY BE SUBJECT TO WARRANTY, END-USER LICENSE, INTELLECTUAL PROPERTY INDEMNITY, OR OTHER TERMS AVAILABLE FROM THE APPLICABLE THIRD-PARTY. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO SUCH THIRD-PARTY GOODS, WHETHER WRITTEN, ORAL, EXPRESSED, OR IMPLIED INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY THIRD-PARTY GOODS, INCLUDING HARDWARE, SOFTWARE OR THIRD-PARTY SERVICES, WILL BE FREE FROM ERRORS, DEFECTS, OR INFRINGEMENT. CUSTOMER FURTHER AGREES TO REVIEW AND COMPLY WITH THIRD-PARTY DISCLAIMERS AND RESTRICTIONS REGARDING THE USE OF THE GOODS IN HIGH-RISK ENVIRONMENTS.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage, or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged, or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

7. Limitation of Liability.

a. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER OR $50,000, WHICHEVER IS LESS.

8. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Customer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

9. Return of Goods. Absent the written consent of Seller, Customer shall not be permitted to return Goods if one or more of the following has occurred: (a) the Goods are opened or unpackaged, (b) the Goods are installed, or (c) the Goods have been connected to power or loads. Accepted Returns will incur a 20% restocking fee and return shipping costs are that of the returner.

10. Dispute Resolution.

a. Equitable Relief. Either Party may seek equitable remedies, including specific performance and injunctive relief, for a breach of the other Party's obligations under this Agreement. The Parties further agree that violation by Customer of the provisions contained in Section 8 would cause irreparable harm to the Seller not adequately compensable by monetary damages. Thus, in addition to other relief, the Parties agree that temporary and permanent injunctive relief is an appropriate remedy to prevent any actual or threatened violation of such provisions or to enforce such provisions according to their terms. The prevailing party in an action for injunctive relief under this Section shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees.

b. Party Representatives. Except for certain emergency judicial relief authorized in accordance with applicable law, which may be brought at any time, the Parties agree that upon receipt of a written notice from either Party of the existence of a dispute between them, the Parties shall submit the dispute for informal resolution to their designated senior management who are not legal personnel. Any dispute remaining unresolved after a period of thirty (30) days after the receipt of such written notice of a dispute by the other Party may be submitted to any court having competent jurisdiction in accordance with Section 10(d).

c. Choice of Law. The validity, construction, and interpretation of this Agreement and the rights, duties, and obligations of the Parties hereto shall be governed by the laws of Wisconsin.

d. Venue and Jurisdiction. The Parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of the state and federal courts located in Rock County, Wisconsin for the resolution of any disputes arising hereunder.

11. Miscellaneous.

a. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

b. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

c. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

d. Notices. Except as otherwise specified in the Agreement, all notices, requests, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by (i) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (ii) U.S. express mail, or other, similar overnight courier service to the address of the other Party first written above. Notices shall be deemed given on the day received by the Party to whom the notice is addressed. Notices to Customer shall be given to Customer at the most recent address available to Seller. Notices to Seller shall be given as follows: N1 Critical Technologies, Inc 2949 Venture Drive #190, Janesville, WI 53546 with a copy to: david@n1critical.com

e. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

f. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

g. Merger. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

h. Force Majeure. The Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

ELECTRONIC SIGNATURES (OR COPIES OF SIGNATURES SENT VIA ELECTRONIC MEANS) ARE THE EQUIVALENT OF WRITTEN AND SIGNED DOCUMENTS.