

APL SALES TERMS & CONDITIONS

Customer Sales Provisions

- The purchase is for a Power Pallet (PP20), featuring the new Ver. 5.01 GEK Gasifier, the cost & terms of payment of which are reflected in the APL quote &/or invoice.
- In doing a bank money wire transfer of the payments to APL, the Customer will be responsible for any & all wire transfer fees and/or bank charges.
- The Customer must complete the online "Electrical Configuration Survey" before their Power Pallet can be built.
- Consumable (spare) parts (i.e. gaskets, filters, fuses, etc.) cost for the gasifier is estimated to be between \$500 to \$1,500 a year (or more) depending upon usage. Please note that the exact cost of replacement parts will vary depending on the actual operations & maintenance program.
- The Customer will be responsible for all duties, taxes & customs charges incurred.
- Delivery time is typically between 90 and 120 days. However, Customer acknowledges that there may be unforeseen delays due to engineering or manufacturing conditions. APL will not be responsible for any consequences resulting from such delays.
- APL reserves the right to cancel the orders at any time for any reason 2 weeks before shipment, and provide the Customer a full refund of all advance payments made. The Customer reserves the right to cancel the order at any time until 2 weeks before shipment, upon which the Customer will be entitled to a full refund of all advance payments made. This does not affect your right to return the product for a full refund if you are not satisfied after the purchase (see below).

Customer Training & Readiness

- To ensure the best possible service & protection of your investment, we are requiring all first time customers to provide & avail of the following:
- Verify that you have a technician(s) or operator(s) that will be capable of learning the mechanical & electrical procedures of the Power Pallet necessary for its operations & maintenance (O&M). Ideally this person(s) should have existing mechanical and/or electrical skills.
- We strongly recommend that you log into APL's online training course, view all the chapters. To
 access the online training courses, <u>click here</u> or copy this link into your web browser:
 http://goo.gl/5nbNxo
- The Customer agrees to purchase the 3-Day On-Site Support Package for which APL will send a technician to commission & train



• Lastly, the Customer agrees to follow all safety procedures & protocols as recommended by APL in its manuals.

Protection of APL Intellectual Property Rights / Patents

• ALL Power Labs' products are protected by US and international patents. The Customer agrees to honor all IP rights belonging to APL, & agrees not to unlawfully copy or reproduce any of APL's proprietary technology without prior APL approval.

APL Warranty Terms

- The ALL Power Labs (APL) <u>Warranty</u> is available at this link: http://www.allpowerlabs.com/products/warranty
- Note that using fuels not highlighted in green on the "appropriate fuels list" will void the
 warranty. As of September 2014, the only fuels covered under warranty are wood chips,
 coconut shells, and walnut shells. The appropriate fuel list can be viewed at:
 http://www.allpowerlabs.com/products/appropriate-fuels
- Also, the GEK gasifier reactor will have to be changed every 4,000 hours of use estimated.
- Customer is responsible for having capable technical personnel who APL can train to operate the Power Pallet. We can't stress enough that "customer readiness" is as important as the technology itself so we want to make sure that the person(s) we will be training has the mechanical background for O&M.
- Any damage caused by operator error or improper maintenance procedures will be charged to the Customer.
- In order to efficiently resolve any issues that you may have with your equipment, it is critically important that your operator keep a log book of its operations.
- Please be aware that any unauthorized major physical change made to the Power Pallet will void the warranty. Do let us know in advance what changes to the Power Pallet you plan to make, so you can get feedback from our Support Engineering team.
- The Customer is responsible for the electrical interconnection of the Power Pallet to the equipment and loads that it will be powering and, if applicable, the microgrid and/or utility grid. The Customer is liable for any damage or penalties resulting from improper interconnections and/or use of the Power Pallet.