



Terms & Conditions of Sale

Last Updated: 8/28/2026

The following terms and conditions (the “Terms”) shall apply to the sale of equipment, components, and parts (“Products”) by CORE Transformers, LLC (“CORE”) to the purchaser (“Customer”).

1. Applicability

These Terms govern the sale of Products by CORE to Customer and may only be modified by CORE in the quote or in another written agreement signed by CORE’s Chief Executive Officer or Chief Revenue Officer. These Terms and CORE’s final quote and final drawings (collectively with these Terms, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any additional or conflicting terms in the Customer’s specifications, purchase order, or any other written or oral communication that would modify the Agreement are not binding on CORE unless agreed to in writing and signed by CORE’s Chief Executive Officer or Chief Revenue Officer.

Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms or the Agreement.

2. Specifications & Customer’s Responsibilities

CORE shall provide the Products in accordance with the specifications—including scope, quantity, quality, functionality, and technical description or specification—contained in CORE’s final drawings and quote. Customer is responsible for reviewing the final quote/drawings and ensuring the accuracy of the specifications.

Notwithstanding anything to the contrary contained in the Agreement, CORE may from time to time change the Products without the consent of Customer provided that such changes are required to conform to any applicable laws, rules, regulations or engineering standards or such changes do not materially affect the quality or performance of the Products. CORE will solicit Customer’s approval when any such changes or substitutions affect the Products’ form, fit or function.

3. Price Terms



CORE's offers are valid for 30 days from the date of quotation (unless otherwise noted therein) and are conditioned on the Customer's acceptance of these Terms and the quote.

The costs associated with freight are not included unless otherwise agreed in the quote.

The quoted price includes customs duties, tariffs, and other importation or exportation fees, if any, at the rates in effect on the date of CORE's offer. CORE reserves the right to adjust the price of any Product to reflect the impact of any changes to applicable laws, rules, regulations, engineering standards, tariffs, duties, or other governmental charges imposed after the date of the quote. For tariffs, the adjustment will be calculated as follows for Products to which a new, increased tariff applies: the sum of (a) the result of (i) original quoted price, divided by (ii) the sum of (x) one plus (y) the quoted tariff rate (expressed as a decimal), multiplied by (b) the sum of (i) one, plus (ii) the new aggregate tariff rate (expressed as a decimal). CORE will provide advance notice of any such adjustments along with documentation supporting the changes.

4. Payment Terms

Unless otherwise agreed to by CORE as set forth in the quote, payment is due to CORE:

- For finished goods/Products, prior to shipment.
- For refurbished/made-to-order Products, prior to production.

Any payment terms offered by CORE are subject to CORE's credit approval of the Customer and without offset. CORE reserves the right to require pre-payment and progress payment(s) if deemed necessary.

Any amount overdue is subject to finance charges at the maximum rate permissible by law.

If the Customer claims a tax or other exemption, the Customer must provide a valid exemption certificate or permit and indemnify, defend and hold CORE harmless from any taxes, costs and penalties arising from same.

If the Customer disputes all or any portion of an invoice, it must provide written notice to CORE of the disputed amount and the basis for the dispute within 21 days of receiving the invoice. Failure of the Customer to timely notify CORE of any dispute constitutes a waiver of the Customer's claim. If the Customer only disputes a portion of the invoice, the Customer must pay the undisputed portion.

5. Shipment & Delivery

All delivery dates are estimates and are under no circumstance guaranteed.



Customer assumes all title and risk of loss or damage for the Products upon delivery. Customer is responsible for inspecting the Products upon delivery and must notify CORE within one (1) week of receipt if there are any defects. If no such notice is provided within one (1) week, Customer shall be deemed to have accepted the Products free from any defects.

Customer is responsible for unloading the Products upon delivery and any dress out, including assembly, testing and other associated field services and costs. Customer also is solely responsible for performing its own assessments and testing of the Products and Customer's installation of the Products prior to energization.

6. Delay

If the Customer is not ready, for any reason, to accept the Products at the time of delivery, then CORE may place the purchased Products in storage for Customer. The Products will be deemed to have been delivered at the time of storage and Customer shall bear all risk associated with the Products in storage and shall be subject to CORE's standard terms and conditions for storage. Customer shall be responsible for the payment of any freight charges and a monthly storage fee of the greater of: 1% of the contract price associated with the Products in storage per month; or \$500/Product per month.

7. Cancellation, Termination & Default

For finished goods/Products, the Customer may cancel an order only with written notice and payment of: (a) for cancellations prior to shipment, a minimum of 25% of the order price and any applicable freight cancellation charges; or (b) for cancellations after shipment, a minimum of 50% of the order price plus any applicable freight charges.

For any custom or made-to-order Products, the Customer may not cancel an order after CORE's acceptance of the order.

8. Force Majeure

CORE shall not be liable to the Customer or be deemed to be in breach of the terms of Customer's order by reason of any delay in performing, or any failure to perform, any of CORE's obligations for the Products if the delay or failure was due to force majeure. For the purposes of this clause, force majeure shall mean any event beyond the reasonable control of CORE or its subcontractors, including, but not limited to, any act of God, act of government or any authorities, cyber-attacks, war, blockades, import or export regulations or embargoes, unusually severe weather or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, or epidemics.



If the force majeure continues for more than six (6) months, CORE shall have the right to terminate the order. In such a situation, the Customer shall reimburse CORE for Products already delivered, the cost of materials or goods reasonably ordered, and any other expenditure reasonably incurred by CORE in the expectation of completing the order.

9. Patent Infringement

To the extent that CORE manufactures Products to designs, drawings, or specifications requested by the Customer, the Customer guarantees that the manufacture and sale or use of such items will not infringe upon any U.S. or foreign patents. Buyer agrees to indemnify CORE and hold CORE harmless from any expense, loss, cost, damage, or liability that may be incurred because of any such infringement or alleged infringement of patent rights. Customer further agrees to defend CORE, at the Customer's own cost and expense, in any action or claim in which infringement is alleged.

10. Indemnity

If the Customer is not the sole end user and/or ultimate owner of the Products or is procuring the Products for any joint venture, the Customer shall include a clause in its contract with the ultimate user/owner or joint venture participants such that CORE receives the benefit of the indemnities, exclusions and limitations of liability set forth herein by all such users, owners or participants. Customer also shall indemnify CORE against any claims by the ultimate user/owner or joint venture participants to the same extent that CORE would be indemnified herein by the Customer if the claim was made by the Customer.

11. Limited Warranty

As further described in CORE's Limited Warranty Policy, which is incorporated herein by reference, CORE warrants that each Product sold by CORE shall be free from defects in material, workmanship or title at the time of shipment and shall perform during the Warranty Period in accordance with the specifications set forth in the order (the "Warranty"). Unless otherwise provided in the quote, the Warranty Period shall extend for: (a) 24 months from the date of the final invoice for newly manufactured items; or (b) 36 months from the date of the final invoice for refurbished items.

In order for the Warranty to apply, the Customer must promptly notify CORE in accordance with the Limited Warranty Policy and provide supporting evidence regarding the failure of or issue with the Product(s). Customer's failure to provide such notice or evidence shall void the Warranty as to the Product(s). The Warranty shall not apply to any Products that have not been paid for by the due date for payment.



And, as further described in the Limited Warranty Policy, the Warranty shall be voided and not extend to any Product that is found to have been subject to mishandling, accident, storage, installation, operation, testing, or maintenance that was not in accordance with CORE's specifications or instructions or that was otherwise contrary to industry standards, and repair or alteration by anyone other than CORE without CORE's prior written approval. CORE is not responsible for any costs incurred by Customer for repair or service of the Products that was not approved by CORE in advance.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CORE EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THE LIMITED WARRANTY POLICY ARE THE SOLE WARRANTIES AVAILABLE TO CUSTOMER FOR A WARRANTY CLAIM.

12. Confidential Information

All non-public, confidential or proprietary information of CORE, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by CORE 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" is confidential, solely for the use of fulfilling Customer's order and may not be disclosed or copied unless authorized in advance by CORE in writing. Upon CORE's request, Customer shall promptly return all documents and other materials received from CORE. CORE 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; or (b) rightfully obtained by Customer on a non-confidential basis from a third party.

13. Remedies / Limitation of Liabilities

CORE shall not be liable to the Customer for any incidental, indirect, special, punitive, or consequential damages, whether in contract, warranty, tort, strict liability or otherwise—including, but not limited to, loss of profits or revenue, loss of the use of the Products or associated equipment, downtime costs, delays, and claims of any customers of the Customer. CORE's liability on any claim for loss or damage arising out of the sale/purchase of the Products or from the performance or breach thereof shall not exceed the price of the specific Product giving rise to the claim per incident and 25% of the order price in the aggregate.

All causes of action against CORE arising out of or relating to the Customer's purchase of Products from CORE shall expire unless brought within one year of the time of such cause of



action arose.

14. Compliance with Law

Customer shall comply with all applicable federal, state, municipal and local laws relating to the Products. Customer acknowledges that if the Products are to be exported, the Customer has the complete responsibility and agrees to comply with all U.S. export laws and regulations.

15. Insurance

CORE and Customer shall maintain their usual and customary insurance coverage for general commercial, automobile, workers' compensation, property, and third-party liability claims associated with the sale, purchase, and/or use of the Products.

16. No Third-Party Beneficiaries

These Terms are for the sole benefit of CORE and Customer 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.

17. Waiver & Severability

CORE's failure to enforce any provision of these Terms or the quote shall not constitute a waiver of such provision. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

If any of these Terms are deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other Term herein or invalidate or render unenforceable such Term in any other jurisdiction.

18. Survival

Provisions of these Terms that, by their nature, should apply beyond their terms will remain in force after any termination or expiration of the order including, but not limited to, the following provisions: Confidential Information, Compliance with Laws, Insurance, Survival, and Applicable Law & Disputes.

19. Applicable Law & Disputes



If for any reason a dispute arises regarding these Terms or the Products that cannot be settled by the parties, the Customer and CORE agree to submit the dispute to mediation prior to initiating litigation. The agreed-upon site shall be Greenville, SC unless an alternate site is mutually agreed upon by both parties. In the event that an action arises regarding these Terms or the Products, the prevailing party shall be entitled to recover from the other party reasonably incurred costs, expenses, and attorney fees.

It is agreed upon that these Terms and the Customer's purchase of the Products from CORE will be governed by the laws in the state of South Carolina. **The United Nations Convention on Contracts for the International Sale of Goods is excluded and shall not apply.** Any legal action arising out of or related to these Terms or the Products shall be brought exclusively in the courts of South Carolina.