

**Fill in this information to identify the case:**Debtor Powin, LLCUnited States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)Case number 25-16137**Modified Official Form 410  
Proof of Claim****04/25**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Carel USA, Inc</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>POWIN</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>Carel USA, Inc</u> <u>385 S Oak Street</u> <u>Manheim, PA 17545, United States</u>  Contact phone <u>7176645312</u> Contact email <u>kimberly.eldredge@carel.com</u>  Uniform claim identifier (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>8625</u> <u>    </u> <u>    </u>
<b>7. How much is the claim?</b>	<div style="display: flex; justify-content: space-between;"><div>\$ <u>704,575.95</u></div><div><b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Goods sold</u></p>
<b>9. Is all or part of the claim secured?</b>	<div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div style="margin-top: 5px;"><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <b>Basis for perfection:</b> _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small>  <div style="display: flex; justify-content: space-between;"><div><b>Value of property:</b></div><div>\$ _____</div></div><div style="display: flex; justify-content: space-between;"><div><b>Amount of the claim that is secured:</b></div><div>\$ _____</div></div><div style="display: flex; justify-content: space-between;"><div><b>Amount of the claim that is unsecured:</b></div><div>\$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)</div></div> <div style="display: flex; justify-content: space-between;"><div><b>Amount necessary to cure any default as of the date of the petition:</b></div><div>\$ _____</div></div> <div style="display: flex; justify-content: space-between;"><div><b>Annual Interest Rate</b> (when case was filed)</div><div>_____ %</div></div><div style="margin-top: 5px;"><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
<b>10. Is this claim based on a lease?</b>	<div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>    \$ _____</div>
<b>11. Is this claim subject to a right of setoff?</b>	<div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/24/2025  
MM / DD / YYYY

/s/Kimberly Eldredge  
Signature

Print the name of the person who is completing and signing this claim:

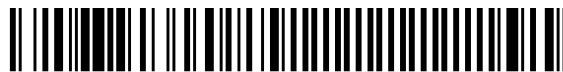
Name Kimberly Eldredge  
First name Middle name Last name

Title CFO

Company Carel USA, Inc  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 507-8031 | International 001-310-823-9000

<b>Debtor:</b> 25-16137 - Powin, LLC <b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> Carel USA, Inc 385 S Oak Street  Manheim, PA, 17545 United States <b>Phone:</b> 7176645312 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> kimberly.eldredge@carel.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> POWIN	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Goods sold	<b>Last 4 Digits:</b> Yes - 8625	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 704,575.95	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Kimberly Eldredge on 24-Jul-2025 7:13:26 a.m. Pacific Time <b>Title:</b> CFO <b>Company:</b> Carel USA, Inc		



POWIN

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

Purchase Order

#PO-14570

8/22/2024

Please email invoices to [accounts payable@powin.com](mailto:accounts payable@powin.com).

**Vendor Bill To**  
Carel USA, INC  
385 S Oak Street  
Manheim PA 17545  
United States

**Ship To**  
Seojin Vietnam Co., Ltd.  
Factory no. 1, 2, 3 lot L2, Noi Hoang Industrial Park  
Noi Hoang Commune, Yen Dung District  
Bac Giang City Bac Giang Province  
Vietnam

Receive By	Buyer	Buyer Email	Terms	PO Term	Incoterm	Incoterm Destination	Quotation #
12/13/2024	Wilson Yu	<a href="mailto:wilson.yu@powin.com">wilson.yu@powin.com</a>	Net 30		Incoterms® 2020 FCA	Supplier's warehouse, Apodaca NL Mexico	

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BPO	Line	Quantity	Units	Item/Vendor Item No.	Item Rev	Ship Date	Project	Rate	Amount
	1	168	EA	A-M-00286 FSS BOX ES 750, ADDRESSABLE / CMPW0SE002 Rev.1 FSS BOX ES 750, ADDRESSABLE CMPW0SE002 Rev.1	1	10/14/2024	P.BHE0030	\$1,498.20	\$251,697.60

USD Total								\$251,697.60
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Shipping via Powin!



PO-14570

**POWIN**

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-14570

8/22/2024

Please email invoices to [accountspayable@powin.com](mailto:accountspayable@powin.com).

**PURCHASE ORDER TERMS AND CONDITIONS:** These terms and conditions shall be applicable to and are hereby incorporated by reference into this purchase order from Powin, LLC ("Powin") for Goods or Services ("Purchase Order"). Notwithstanding anything to the contrary contained herein, if you ("Vendor") and Powin have executed a separate agreement which governs the purchase and sale of the Goods or Services in issue, the terms of such agreement shall be controlling and take precedence over these terms and conditions and any additional or different terms contained in any document generated by Seller. These terms and conditions are an integral part of the Purchase Order and no other terms and conditions shall apply. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Acceptance:** Acceptance of this Purchase Order or shipment of any part of it constitutes an agreement to all of its specifications as to terms and delivery.

**Invoicing:** Price; Payment: Invoices must have the same prices, and terms. Any authorization for changes must be received in writing and approved by Powin prior to shipping. Vendor's prices will not be higher than stated on the Purchase Order unless otherwise agreed to in writing by an authorized employee of Powin. No charges by Vendor will be allowed for transportation, reels, drums, boxing, crating, or other packaging unless agreed to herein. The price quoted herein includes an allowance for all taxes levied by any government authority, which the Vendor is required to pay or collect. **All Purchase Order Numbers must be listed on the bill of lading, invoice and packing slip in order to ensure prompt processing of payment.** Unless specified otherwise on the face of this Purchase Order, Powin shall pay Vendor within forty-five (45) days of Powin's receipt of Vendor's accurate invoice. Payment is contingent upon Powin's approval of Goods delivered or Services rendered in accordance with this Purchase Order, but payment is not evidence of Powin's final acceptance of such Goods or Services.

**Blanket Purchase Order:** If this Purchase Order is designated by Powin as a blanket purchase order or scheduling order, as indicated on the face hereof, Powin shall have an option, but not the obligation, to procure up to the quantity of Goods and Services described on the face hereof at the pricing and during the time period specified by providing separate subsequent release orders to Vendor. Each release shall be subject to these terms and conditions, except to the extent any release identifies, to the extent not specified in the original blanket order, the quantities of Goods or Services to be included in a particular order, the delivery locations and requested delivery dates for such Goods and Services. Powin may cancel the Blanket Purchase Order at any time as to all or any part of the Goods or Services ordered and not yet shipped or rendered to Powin by giving written notice to Vendor consistent with the provisions in this Purchases Order. At the time of Blanket Purchase Order acknowledgment, Vendor will identify in writing any non-standard materials required to complete the Blanket Purchase Order along with its procurement lead times. Powin will not be liable for standard products not yet shipped to Powin; Powin's liability is limited to actual costs incurred to date plus cost of non-standard materials irrevocably procured by Vendor in accordance with the procurement lead time.

**Delivery:** Powin's production schedules are based upon Vendor's assurance of delivery to Buyer by the date specified on the face of this order. TIME IS OF THE ESSENCE IN THIS AGREEMENT. If late deliveries are made Powin may purchase elsewhere, and/or hold Vendor accountable for all damages, direct and indirect, resulting from Vendor's failure to deliver on schedule. Early deliveries are subject to Powin's approval. Packing slips must be enclosed with all shipments showing order number, job number, lot number, if any, and quantity. Labels must be affixed to any raw materials. It should contain the information listed above.

**Acceptance:** All Goods or Services purchased hereunder are subject to inspection at Powin's destination either before or after payment or before or after acceptance, at Powin's option. Goods not in accordance with specifications will be rejected and held at Vendor's risk for disposal or return. Vendor must pay rate on all rejects. Goods rejected, as not conforming to the specification may be returned to Vendor at Vendor's expense, including transportation and handling costs. Where re-work is required to meet specification requirements, such re-work shall be arranged for by Vendor at no cost to Powin. Acceptance of all or part of the goods or services shall not (i) waive Powin's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Powin to accept future shipments of goods or services; or (iii) preclude Powin from making any claim for damages or breach of warranty.

**Cancellation:** Powin will have the right of cancellation without having further liability to Vendor if goods or service furnished hereunder do not strictly

conform to specifications of this Purchase Order. Further, Powin reserves the right to cancel this order without penalty within 30 days of PO acceptance. Powin also reserves the right to cancel all or part of this order without penalty if the goods or services are not delivered within the specified timeframe. In the event of interruption to Powin's business, in whole or in part, for reasons of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we reserve the right to cancel the undelivered part of this order.

**Title:** Title conveyed to Powin by Vendor shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

**Warranties:** By accepting this Purchase Order, the Vendor guarantees that all merchandise shipped under this order complies with all the laws and regulations of the federal and state government. Further, Vendor represents, warrants and covenants that (a) the Goods and Services shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by Powin. If any Good or Service (including any rejected lot) does not conform to all requirements of this Purchase Order ("Noncomplying Product"), Powin may, at its option, (i) require Vendor to deliver replacement or repaired Goods or conforming Services to Powin no later than ten (10) days after Powin's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor Powin's reasonable expenses of the same.

**Limitation of Liability:** Vendor's Indemnity: In no event shall Powin be liable for loss of anticipated profits or any other incidental, special, exemplary, or consequential damages. To the maximum extent permitted by applicable law, Vendor hereby agrees to defend, indemnify, and hold harmless Powin, its affiliates, and the officers, directors and employees of each of them, from and against any and all damages, losses, expenses, costs, claims, judgments and liabilities including, without limitation, reasonable attorney's fees and court costs, incurred by Powin (unless primarily caused by the gross negligence or intentional misconduct of Powin) arising from or in connection with (i) claims that possession, use or sale of the goods or services ordered hereunder by Powin, its affiliates or their customers violates any applicable federal, state, or local laws, rules or regulations; (ii) the breach of any representation or warranty of Vendor contained herein or in any other document furnished or agreed to by Vendor in connection with this Purchase Order; (iii) any bodily injury or property damage caused by Vendor's rendering of the services or Powin's use or possession of the goods; (iv) the negligence or intentional misconduct of Vendor or its representatives and/or (v) a recall of the Goods. During the period in which Vendor defends Powin against a claim of infringement, Vendor shall, at its own expense, procure for Powin the right to use such Goods or Services, replace or modify it to avoid infringement or have such Goods or Services returned and refund its purchase price (including transportation and installation costs) to Powin less a reasonable amount for depreciation.

**Insurance:** Vendor shall obtain and maintain in effect with reputable insurers all appropriate insurance coverage with regard to the Goods and Services being furnished hereunder, including without limitation, general commercial liability, product liability and/or professional liability and workmen's compensation insurance.

**Safety:** Where applicable, 3rd party service providers assigned to work within the Powin Stack area on a Stack that has already been Segmented by Powin field staff must be equipped with CAT II PPE at a minimum. If the task assigned requires the 3rd party service provider to enter an Unsegmented Stack, then CAT 3 PPE is required at a minimum. All other PPE is required by all 3rd party service provider such as steel toed boots, gloves, high visibility vest in addition to the PPE required to work on Powin Energy Storage System. If working within the Stack area insulated tools are required that meet or exceed ASTM F1505-01 and IEC 900 Standards for Insulated Hand Tools. These tools are necessary for compliance with OSHA 1910.333 (c)(2), and NFPA 70E. Refer to Powin Energy Site Safety Policy document 21MAY2020 for further details.

**Powin Code of Conduct:** Under this Purchase Order, Vendor will comply with Powin's Supplier Code of Conduct ("Code of Conduct"), as amended by Powin from time-to-time, available from Powin upon request. To ensure compliance, Vendor agrees to: (i) allow Powin to audit and inspect Vendor's records and to interview Vendor's personnel to confirm compliance with the Code of Conduct; (ii) provide access to the relevant Vendor's records, facilities and personnel without disruption and as part of the audit and inspection; (iii) not request or encourage, directly or indirectly, any Vendor personnel to furnish false or incomplete information in connection with the audit and inspection; (iv) not take retaliatory action against any Vendor personnel interviewed; and (v) immediately implement corrective action to remedy any non-conformance with the Code of Conduct.

For all shipments to Canada: Consignee: Powin Energy Ontario Storage. Please send info/documents to Pacific Customs Broker (PCB) at [PARS@pcb.ca](mailto:PARS@pcb.ca)



PO-14570



POWIN

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-12484

4/12/2024

Please email invoices to [accounts payable@powin.com](mailto:accounts payable@powin.com).

**Vendor Bill To**  
Carel USA, INC  
385 S Oak Street  
Manheim PA 17545  
United States

**Ship To**  
Janice Mahn  
Mesa DC Warehouse  
7524 E Warner Rd  
Mesa AZ 85212  
United States

Receive By	Buyer	Buyer Email	Terms	PO Term	Incoterm	Incoterm Destination	Quotation #
7/15/2024	Wilson Yu	<a href="mailto:wilson.yu@powin.com">wilson.yu@powin.com</a>	Net 30		Incoterms®2020 FCA	Supplier's warehouse, Apodaca NL Mexico	

BPO	Line No.	Quantity	Units	Item / Vendor Item Number	Ship Date	Project	Rate	Amount
	1	132	EA	<b>A-M-00286 FSS BOX ES 750, ADDRESSABLE / CMPW0SE002 Rev.1</b> FSS BOX ES 750, ADDRESSABLE CMPW0SE002 Rev.1	7/9/2024	P.LRD0081	\$1,418.55	\$187,248.60

USD Total \$187,248.60

Shipping through [logistics@powin.com](mailto:logistics@powin.com)



PO-12484



Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-12484

4/12/2024

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**Acceptance:** Acceptance of this Purchase Order or shipment of any part of it constitutes an agreement to all of its specifications as to terms and delivery.

**Invoicing:** Price; Payment: Invoices must have the same prices, and terms. Any authorization for changes must be received in writing and approved by Powin prior to shipping. Vendor's prices will not be higher than stated on the Purchase Order unless otherwise agreed to in writing by an authorized employee of Powin. No charges by Vendor will be allowed for transportation, reels, drums, boxing, crating, or other packaging unless agreed to herein. The price quoted herein includes an allowance for all taxes levied by any government authority, which the Vendor is required to pay or collect. **All Purchase Order Numbers must be listed on the bill of lading, invoice and packing slip in order to ensure prompt processing of payment.** Unless specified otherwise on the face of this Purchase Order, Powin shall pay Vendor within forty-five (45) days of Powin's receipt of Vendor's accurate invoice. Payment is contingent upon Powin's approval of Goods delivered or Services rendered in accordance with this Purchase Order, but payment is not evidence of Powin's final acceptance of such Goods or Services.

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conform to specifications of this Purchase Order. Further, Powin reserves the right to cancel this order without penalty within 30 days of PO acceptance. Powin also reserves the right to cancel all or part of this order without penalty if the goods or services are not delivered within the specified timeframe. In the event of interruption to Powin's business, in whole or in part, for reasons of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we reserve the right to cancel the undelivered part of this order.

**Title:** Title conveyed to Powin by Vendor shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

**Warranties:** By accepting this Purchase Order, the Vendor guarantees that all merchandise shipped under this order complies with all the laws and regulations of the federal and state government. Further, Vendor represents, warrants and covenants that (a) the Goods and Services shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by Powin. If any Good or Service (including any rejected lot) does not conform to all requirements of this Purchase Order ("Noncomplying Product"), Powin may, at its option, (i) require Vendor to deliver replacement or repaired Goods or conforming Services to Powin no later than ten (10) days after Powin's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor Powin's reasonable expenses of the same.

**Limitation of Liability:** Vendor's Indemnity: In no event shall Powin be liable for loss of anticipated profits or any other incidental, special, exemplary, or consequential damages. To the maximum extent permitted by applicable law, Vendor hereby agrees to defend, indemnify, and hold harmless Powin, its affiliates, and the officers, directors and employees of each of them, from and against any and all damages, losses, expenses, costs, claims, judgments and liabilities including, without limitation, reasonable attorney's fees and court costs, incurred by Powin (unless primarily caused by the gross negligence or intentional misconduct of Powin) arising from or in connection with (i) claims that possession, use or sale of the goods or services ordered hereunder by Powin, its affiliates or their customers violates any applicable federal, state, or local laws, rules or regulations; (ii) the breach of any representation or warranty of Vendor contained herein or in any other document furnished or agreed to by Vendor in connection with this Purchase Order, (iii) any bodily injury or property damage caused by Vendor's rendering of the services or Powin's use or possession of the goods; (iv) the negligence or intentional misconduct of Vendor or its representatives and/or (v) a recall of the Goods. During the period in which Vendor defends Powin against a claim of infringement, Vendor shall, at its own expense, procure for Powin the right to use such Goods or Services, replace or modify it to avoid infringement or have such Goods or Services returned and refund its purchase price (including transportation and installation costs) to Powin less a reasonable amount for depreciation.

**Insurance:** Vendor shall obtain and maintain in effect with reputable insurers all appropriate insurance coverage with regard to the Goods and Services being furnished hereunder, including without limitation, general commercial liability, product liability and/or professional liability and workmen's compensation insurance.

**Safety:** Where applicable, 3rd party service providers assigned to work within the Powin Stack area on a Stack that has already been Segmented by Powin field staff must be equipped with CAT II PPE at a minimum. If the task assigned requires the 3rd party service provider to enter an Unsegmented Stack, then CAT 3 PPE is required at a minimum. All other PPE is required by all 3rd party service provider such as steel toed boots, gloves, high visibility vest in addition to the PPE required to work on Powin Energy Storage System. If working within the Stack area insulated tools are required that meet or exceed ASTM F1505-01 and IEC 900 Standards for Insulated Hand Tools. These tools are necessary for compliance with OSHA 1910.333 (c)(2), and NFPA 70E. Refer to Powin Energy Site Safety Policy document 21MAY2020 for further details.

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For all shipments PO# 12484: Consignee: Powin Energy Ontario Storage. Please send info/documents to Pacific Customs Broker (PCB) at [PARS@pcb.ca](mailto:PARS@pcb.ca)





POWIN

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-14417

8/12/2024

Please email invoices to [accounts payable@powin.com](mailto:accounts payable@powin.com).

**Vendor Bill To**  
Carel USA, INC  
385 S Oak Street  
Manheim PA 17545  
United States

**Ship To**  
Janice Mahn  
Mesa DC Warehouse  
7524 E Warner Rd  
Mesa AZ 85212  
United States

Receive By	Buyer	Buyer Email	Terms	PO Term	Incoterm	Incoterm Destination	Quotation #
9/10/2024	Wilson Yu	<a href="mailto:wilson.yu@powin.com">wilson.yu@powin.com</a>	Net 30		Incoterms® 2020 FCA	Supplier's warehouse, Apodaca NL Mexico	

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BPO	Line	Quantity	Units	Item/Vendor Item No.	Item Rev	Ship Date	Project	Rate	Amount
	1	100	EA	<b>A-M-00286 FSS BOX ES 750, ADDRESSABLE / CMPW0SE002 Rev.1</b> FSS BOX ES 750, ADDRESSABLE CMPW0SE002 Rev.1	1	9/5/2024	INV.Gene ral	\$1,498.20	\$149,820. 00

USD Total \$149,820.00

Shipping via [logistics@powin.com](mailto:logistics@powin.com)  
Shippng sooner is fine!



PO-14417

**POWIN**Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-14417

8/12/2024

Please email invoices to [accountspayable@powin.com](mailto:accountspayable@powin.com).

**PURCHASE ORDER TERMS AND CONDITIONS:** These terms and conditions shall be applicable to and are hereby incorporated by reference into this purchase order from Powin, LLC ("Powin") for Goods or Services ("Purchase Order"). Notwithstanding anything to the contrary contained herein, if you ("Vendor") and Powin have executed a separate agreement which governs the purchase and sale of the Goods or Services in issue, the terms of such agreement shall be controlling and take precedence over these terms and conditions and any additional or different terms contained in any document generated by Seller. These terms and conditions are an integral part of the Purchase Order and no other terms and conditions shall apply. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Acceptance:** Acceptance of this Purchase Order or shipment of any part of it constitutes an agreement to all of its specifications as to terms and delivery.

**Invoicing:** Price; Payment: Invoices must have the same prices, and terms. Any authorization for changes must be received in writing and approved by Powin prior to shipping. Vendor's prices will not be higher than stated on the Purchase Order unless otherwise agreed to in writing by an authorized employee of Powin. No charges by Vendor will be allowed for transportation, reels, drums, boxing, crating, or other packaging unless agreed to herein. The price quoted herein includes an allowance for all taxes levied by any government authority, which the Vendor is required to pay or collect. **All Purchase Order Numbers must be listed on the bill of lading, invoice and packing slip in order to ensure prompt processing of payment.** Unless specified otherwise on the face of this Purchase Order, Powin shall pay Vendor within forty-five (45) days of Powin's receipt of Vendor's accurate invoice. Payment is contingent upon Powin's approval of Goods delivered or Services rendered in accordance with this Purchase Order, but payment is not evidence of Powin's final acceptance of such Goods or Services.

**Blanket Purchase Order:** If this Purchase Order is designated by Powin as a blanket purchase order or scheduling order, as indicated on the face hereof, Powin shall have an option, but not the obligation, to procure up to the quantity of Goods and Services described on the face hereof at the pricing and during the time period specified by providing separate subsequent release orders to Vendor. Each release shall be subject to these terms and conditions, except to the extent any release identifies, to the extent not specified in the original blanket order, the quantities of Goods or Services to be included in a particular order, the delivery locations and requested delivery dates for such Goods and Services. Powin may cancel the Blanket Purchase Order at any time as to all or any part of the Goods or Services ordered and not yet shipped or rendered to Powin by giving written notice to Vendor consistent with the provisions in this Purchases Order. At the time of Blanket Purchase Order acknowledgment, Vendor will identify in writing any non-standard materials required to complete the Blanket Purchase Order along with its procurement lead times. Powin will not be liable for standard products not yet shipped to Powin; Powin's liability is limited to actual costs incurred to date plus cost of non-standard materials irrevocably procured by Vendor in accordance with the procurement lead time.

**Delivery:** Powin's production schedules are based upon Vendor's assurance of delivery to Buyer by the date specified on the face of this order. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** If late deliveries are made Powin may purchase elsewhere, and/or hold Vendor accountable for all damages, direct and indirect, resulting from Vendor's failure to deliver on schedule. Early deliveries are subject to Powin's approval. Packing slips must be enclosed with all shipments showing order number, job number, lot number, if any, and quantity. Labels must be affixed to any raw materials. It should contain the information listed above.

**Acceptance:** All Goods or Services purchased hereunder are subject to inspection at Powin's destination either before or after payment or before or after acceptance, at Powin's option. Goods not in accordance with specifications will be rejected and held at Vendor's risk for disposal or return. Vendor must pay rate on all rejects. Goods rejected, as not conforming to the specification may be returned to Vendor at Vendor's expense, including transportation and handling costs. Where re-work is required to meet specification requirements, such re-work shall be arranged for by Vendor at no cost to Powin. Acceptance of all or part of the goods or services shall not (i) waive Powin's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Powin to accept future shipments of goods or services; or (iii) preclude Powin from making any claim for damages or breach of warranty.

**Cancellation:** Powin will have the right of cancellation without having further liability to Vendor if goods or service furnished hereunder do not strictly

conform to specifications of this Purchase Order. Further, Powin reserves the right to cancel this order without penalty within 30 days of PO acceptance. Powin also reserves the right to cancel all or part of this order without penalty if the goods or services are not delivered within the specified timeframe. In the event of interruption to Powin's business, in whole or in part, for reasons of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we reserve the right to cancel the undelivered part of this order.

**Title:** Title conveyed to Powin by Vendor shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

**Warranties:** By accepting this Purchase Order, the Vendor guarantees that all merchandise shipped under this order complies with all the laws and regulations of the federal and state government. Further, Vendor represents, warrants and covenants that (a) the Goods and Services shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by Powin. If any Good or Service (including any rejected lot) does not conform to all requirements of this Purchase Order ("Noncomplying Product"), Powin may, at its option, (i) require Vendor to deliver replacement or repaired Goods or conforming Services to Powin no later than ten (10) days after Powin's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor Powin's reasonable expenses of the same.

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For all shipments to Canada: Consignee: Powin Energy Ontario Storage. Please send info/documents to Pacific Customs Broker (PCB) at [PARS@pcb.ca](mailto:PARS@pcb.ca)



PO-14417

Please email invoices to [accountspayable@powin.com](mailto:accountspayable@powin.com).

of

### Vendor Bill To

Carel USA, INC  
385 S Oak Street  
Manheim PA 17545  
United States

### Ship To

Javier Abner Canales  
Celestica - CM  
Calle Octava #102  
Parque Industrial Monterrey  
Apodaca NL 66600  
Mexico  
Celestica- Customer Location

Receive By		Buyer		Buyer Email		Terms	Incoterm	Quotation #	
6/4/2024		Michelle Allen		<a href="mailto:michelle.allen@powin.com">michelle.allen@powin.com</a>		Net 30	Incoterms®2020 FCA		
BPO	Line No.	\	Quantity	Units	Item / Vendor Item Number	Ship Date	Project	Rate	Amount
					<b>A11501-01005-003 FSS ASSEMBLY, ADDRESSABLE, ENERGY SEGMENT 750 /</b>				
	1	\	168	EA	<b>FSS ASSEMBLY, ADDRESSABLE, ENERGY SEGMENT 750</b> CMPW0SE002	5/15/2024	P.DTE0010	\$1,403.95	\$235,863.60
USD Total								\$235,863.60	

### SHIP SCHEDULE:

QTY. 40 5/15

QTY. 44 5/31

NOTE: ITEMS ARE SHIPPING TO CELESTICA IN MEXICO FOR DTE SLOCUM

NOTE: CONTACT [LOGISITCS@POWIN.COM](mailto:LOGISITCS@POWIN.COM) WHEN READY TO SHIP

NONTE: CONFIRM BACK WITHIN 3 DAYS OF RECEIPT OF PO WITH COMMITTED SHIP DATES

**PURCHASE ORDER TERMS AND CONDITIONS:** These terms and conditions shall be applicable to and are hereby incorporated by reference into this purchase order from Powin, LLC ("Powin") for Goods or Services ("Purchase Order"). Notwithstanding anything to the contrary contained herein, if you ("Vendor") and Powin have executed a separate agreement which governs the purchase and sale of the Goods or Services in issue, the terms of such agreement shall be controlling and take precedence over these terms and conditions and any additional or different terms contained in any document generated by Seller. These terms and conditions are an integral part of the Purchase Order and no other terms and conditions shall apply. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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conform to specifications of this Purchase Order. Further, Powin reserves the right to cancel this order without penalty within 30 days of PO acceptance. Powin also reserves the right to cancel all or part of this order without penalty if the goods or services are not delivered within the specified timeframe. In the event of interruption to Powin's business, in whole or in part, for reasons of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we reserve the right to cancel the undelivered part of this order.

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For all shipments to Canada: Consignee: Powin Energy Ontario Storage. Please send info/documents to Pacific Customs Broker (PCB) at [PARS@pcb.ca](mailto:PARS@pcb.ca)



**POWIN**

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-15522

10/16/2024

Please email invoices to [accounts payable@powin.com](mailto:accounts payable@powin.com).

**Vendor Bill To**  
Carel USA, INC  
385 S Oak Street  
Manheim PA 17545  
United States

**Ship To**  
Janice Mahn  
Mesa DC Warehouse  
7524 E Warner Rd  
Mesa AZ 85212  
United States

Receive By	Buyer	Buyer Email	Terms	PO Term	Incoterm	Incoterm Destination	Quotation #
11/26/2024	Wilson Yu	<a href="mailto:wilson.yu@powin.com">wilson.yu@powin.com</a>	Net 30		Incoterms® 2020 FCA	Supplier's warehouse, Apodaca NL Mexico	

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BPO	Line	Quantity	Units	Item/Vendor Item No.	Item Rev	Ship Date	Project	Rate	Amount
	1	255	EA	<b>Phoenix Contact</b> <b>2903703 Power Relay,</b> <b>3PDT, 24VAC/440VAC,</b> <b>250VDC, 16A, RIFLINE</b> <b>COMPLETE RELAY</b> <b>Series /</b> Power Relay, 3PDT, 24VAC/440VAC, 250VDC, 16A, RIFLINE COMPLETE RELAY Series  MPN 2903703  0110198AXX PXC 2903703 ( relay )	N/A	11/22/202 4	P.LRD010 0	\$10.85	\$2,766.75
	2	255	EA	<b>Phoenix Contact</b> <b>2900960 RELAY BASE,</b> <b>RIF-4-BSC/3X21 /</b> RELAY BASE, RIF-4- BSC/3X21  MPN 2900960 (DISCONTINUED)  0110199AXX PXC 2900960 ( base )	N/A	11/22/202 4	P.LRD010 0	\$5.53	\$1,410.15

**USD Total** \$4,176.90

Shipping via Powin!

Note the Relay base has been changed

11-8th: MPN added



PO-15522



**POWIN**

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-15522

10/16/2024

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**PURCHASE ORDER TERMS AND CONDITIONS:** These terms and conditions shall be applicable to and are hereby incorporated by reference into this purchase order from Powin, LLC ("Powin") for Goods or Services ("Purchase Order"). Notwithstanding anything to the contrary contained herein, if you ("Vendor") and Powin have executed a separate agreement which governs the purchase and sale of the Goods or Services in issue, the terms of such agreement shall be controlling and take precedence over these terms and conditions and any additional or different terms contained in any document generated by Seller. These terms and conditions are an integral part of the Purchase Order and no other terms and conditions shall apply. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Acceptance:** Acceptance of this Purchase Order or shipment of any part of it constitutes an agreement to all of its specifications as to terms and delivery.

**Invoicing:** Price; Payment: Invoices must have the same prices, and terms. Any authorization for changes must be received in writing and approved by Powin prior to shipping. Vendor's prices will not be higher than stated on the Purchase Order unless otherwise agreed to in writing by an authorized employee of Powin. No charges by Vendor will be allowed for transportation, reels, drums, boxing, crating, or other packaging unless agreed to herein. The price quoted herein includes an allowance for all taxes levied by any government authority, which the Vendor is required to pay or collect. **All Purchase Order Numbers must be listed on the bill of lading, invoice and packing slip in order to ensure prompt processing of payment.** Unless specified otherwise on the face of this Purchase Order, Powin shall pay Vendor within forty-five (45) days of Powin's receipt of Vendor's accurate invoice. Payment is contingent upon Powin's approval of Goods delivered or Services rendered in accordance with this Purchase Order, but payment is not evidence of Powin's final acceptance of such Goods or Services.

**Blanket Purchase Order:** If this Purchase Order is designated by Powin as a blanket purchase order or scheduling order, as indicated on the face hereof, Powin shall have an option, but not the obligation, to procure up to the quantity of Goods and Services described on the face hereof at the pricing and during the time period specified by providing separate subsequent release orders to Vendor. Each release shall be subject to these terms and conditions, except to the extent any release identifies, to the extent not specified in the original blanket order, the quantities of Goods or Services to be included in a particular order, the delivery locations and requested delivery dates for such Goods and Services. Powin may cancel the Blanket Purchase Order at any time as to all or any part of the Goods or Services ordered and not yet shipped or rendered to Powin by giving written notice to Vendor consistent with the provisions in this Purchases Order. At the time of Blanket Purchase Order acknowledgment, Vendor will identify in writing any non-standard materials required to complete the Blanket Purchase Order along with its procurement lead times. Powin will not be liable for standard products not yet shipped to Powin; Powin's liability is limited to actual costs incurred to date plus cost of non-standard materials irrevocably procured by Vendor in accordance with the procurement lead time.

**Delivery:** Powin's production schedules are based upon Vendor's assurance of delivery to Buyer by the date specified on the face of this order. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** If late deliveries are made Powin may purchase elsewhere, and/or hold Vendor accountable for all damages, direct and indirect, resulting from Vendor's failure to deliver on schedule. Early deliveries are subject to Powin's approval. Packing slips must be enclosed with all shipments showing order number, job number, lot number, if any, and quantity. Labels must be affixed to any raw materials. It should contain the information listed above.

**Acceptance:** All Goods or Services purchased hereunder are subject to inspection at Powin's destination either before or after payment or before or after acceptance, at Powin's option. Goods not in accordance with specifications will be rejected and held at Vendor's risk for disposal or return. Vendor must pay rate on all rejects. Goods rejected, as not conforming to the specification may be returned to Vendor at Vendor's expense, including transportation and handling costs. Where re-work is required to meet specification requirements, such re-work shall be arranged for by Vendor at no cost to Powin. Acceptance of all or part of the goods or services shall not (i) waive Powin's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Powin to accept future shipments of goods or services; or (iii) preclude Powin from making any claim for damages or breach of warranty.

**Cancellation:** Powin will have the right of cancellation without having further liability to Vendor if goods or service furnished hereunder do not strictly

conform to specifications of this Purchase Order. Further, Powin reserves the right to cancel this order without penalty within 30 days of PO acceptance. Powin also reserves the right to cancel all or part of this order without penalty if the goods or services are not delivered within the specified timeframe. In the event of interruption to Powin's business, in whole or in part, for reasons of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we reserve the right to cancel the undelivered part of this order.

**Title:** Title conveyed to Powin by Vendor shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

**Warranties:** By accepting this Purchase Order, the Vendor guarantees that all merchandise shipped under this order complies with all the laws and regulations of the federal and state government. Further, Vendor represents, warrants and covenants that (a) the Goods and Services shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by Powin. If any Good or Service (including any rejected lot) does not conform to all requirements of this Purchase Order ("Noncomplying Product"), Powin may, at its option, (i) require Vendor to deliver replacement or repaired Goods or conforming Services to Powin no later than ten (10) days after Powin's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor Powin's reasonable expenses of the same.

**Limitation of Liability:** Vendor's Indemnity: In no event shall Powin be liable for loss of anticipated profits or any other incidental, special, exemplary, or consequential damages. To the maximum extent permitted by applicable law, Vendor hereby agrees to defend, indemnify, and hold harmless Powin, its affiliates, and the officers, directors and employees of each of them, from and against any and all damages, losses, expenses, costs, claims, judgments and liabilities including, without limitation, reasonable attorney's fees and court costs, incurred by Powin (unless primarily caused by the gross negligence or intentional misconduct of Powin) arising from or in connection with (i) claims that possession, use or sale of the goods or services ordered hereunder by Powin, its affiliates or their customers violates any applicable federal, state, or local laws, rules or regulations; (ii) the breach of any representation or warranty of Vendor contained herein or in any other document furnished or agreed to by Vendor in connection with this Purchase Order; (iii) any bodily injury or property damage caused by Vendor's rendering of the services or Powin's use or possession of the goods; (iv) the negligence or intentional misconduct of Vendor or its representatives and/or (v) a recall of the Goods. During the period in which Vendor defends Powin against a claim of infringement, Vendor shall, at its own expense, procure for Powin the right to use such Goods or Services, replace or modify it to avoid infringement or have such Goods or Services returned and refund its purchase price (including transportation and installation costs) to Powin less a reasonable amount for depreciation.

**Insurance:** Vendor shall obtain and maintain in effect with reputable insurers all appropriate insurance coverage with regard to the Goods and Services being furnished hereunder, including without limitation, general commercial liability, product liability and/or professional liability and workmen's compensation insurance.

**Safety:** Where applicable, 3rd party service providers assigned to work within the Powin Stack area on a Stack that has already been Segmented by Powin field staff must be equipped with CAT II PPE at a minimum. If the task assigned requires the 3rd party service provider to enter an Unsegmented Stack, then CAT 3 PPE is required at a minimum. All other PPE is required by all 3rd party service provider such as steel toed boots, gloves, high visibility vest in addition to the PPE required to work on Powin Energy Storage System. If working within the Stack area insulated tools are required that meet or exceed ASTM F1505-01 and IEC 900 Standards for Insulated Hand Tools. These tools are necessary for compliance with OSHA 1910.333 (c)(2), and NFPA 70E. Refer to Powin Energy Site Safety Policy document 21MAY2020 for further details.

**Powin Code of Conduct:** Under this Purchase Order, Vendor will comply with Powin's Supplier Code of Conduct ("Code of Conduct"), as amended by Powin from time-to-time, available from Powin upon request. To ensure compliance, Vendor agrees to: (i) allow Powin to audit and inspect Vendor's records and to interview Vendor's personnel to confirm compliance with the Code of Conduct; (ii) provide access to the relevant Vendor's records, facilities and personnel without disruption and as part of the audit and inspection; (iii) not request or encourage, directly or indirectly, any Vendor personnel to furnish false or incomplete information in connection with the audit and inspection; (iv) not take retaliatory action against any Vendor personnel interviewed; and (v) immediately implement corrective action to remedy any non-conformance with the Code of Conduct.

For all shipments to Canada: Consignee: Powin Energy Ontario Storage. Please send info/documents to Pacific Customs Broker (PCB) at [PARS@pcb.ca](mailto:PARS@pcb.ca)



PO-15522





POWIN

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-15351

10/8/2024

Please email invoices to [accountspayable@powin.com](mailto:accountspayable@powin.com).

**Vendor Bill To**  
Carel USA, INC  
385 S Oak Street  
Manheim PA 17545  
United States

**Ship To**  
Qingdao CIMC-POWIN New Energy Technology Co., Ltd.  
108 Penghudao Street,  
China (Shandong) Pilot Free Trade Zone,  
Qingdao, P.R. China  
91370220MACD8PGQ7A

Receive By	Buyer	Buyer Email	Terms	PO Term	Incoterm	Incoterm Destination	Quotation #
10/14/2024	Wilson Yu	<a href="mailto:wilson.yu@powin.com">wilson.yu@powin.com</a>	Net 30		Incoterms® 2020 FCA	Supplier's warehouse, Apodaca NL Mexico	

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BPO	Line	Quantity	Units	Item/Vendor Item No.	Item Rev	Ship Date	Project	Rate	Amount
	1	160	EA	<b>Phoenix Contact</b> <b>2903703 Power Relay,</b> <b>3PDT, 24VAC/440VAC,</b> <b>250VDC, 16A, RIFLINE</b> <b>COMPLETE RELAY</b> <b>Series /</b> Power Relay, 3PDT, 24VAC/440VAC, 250VDC, 16A, RIFLINE COMPLETE RELAY Series	N/A	10/10/202 4	P.BHE002 1	\$10.85	\$1,736.00
	2	160	EA	<b>Phoenix Contact</b> <b>2900961 RIF-4-BPT/3X21</b> <b>RIFLINE COMPLETE</b> <b>RELAY BASE /</b> RIF-4-BPT/3X21 RIFLINE COMPLETE RELAY BASE	N/A	10/10/202 4	P.BHE002 1	\$5.53	\$884.80
	3	160	EA	<b>Phoenix Contact</b> <b>2903703 Power Relay,</b> <b>3PDT, 24VAC/440VAC,</b> <b>250VDC, 16A, RIFLINE</b> <b>COMPLETE RELAY</b> <b>Series /</b> Power Relay, 3PDT, 24VAC/440VAC, 250VDC, 16A, RIFLINE COMPLETE RELAY Series	N/A	10/10/202 4	P.BHE002 0	\$10.85	\$1,736.00
	4	160	EA	<b>Phoenix Contact</b> <b>2900961 RIF-4-BPT/3X21</b> <b>RIFLINE COMPLETE</b> <b>RELAY BASE /</b> RIF-4-BPT/3X21 RIFLINE COMPLETE RELAY BASE	N/A	10/10/202 4	P.BHE002 0	\$5.53	\$884.80



PO-15351



**POWIN**

Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-15351

10/8/2024

Please email invoices to [accountspayable@powin.com](mailto:accountspayable@powin.com).

USD Total

\$5,241.60

Shipping via Powin, please!

Urgent for rework!



PO-15351



**POWIN**Powin, LLC  
20550 SW 115th Ave  
Tualatin OR 97062

# Purchase Order

#PO-15351

10/8/2024

Please email invoices to [accountspayable@powin.com](mailto:accountspayable@powin.com).

**PURCHASE ORDER TERMS AND CONDITIONS:** These terms and conditions shall be applicable to and are hereby incorporated by reference into this purchase order from Powin, LLC ("Powin") for Goods or Services ("Purchase Order"). Notwithstanding anything to the contrary contained herein, if you ("Vendor") and Powin have executed a separate agreement which governs the purchase and sale of the Goods or Services in issue, the terms of such agreement shall be controlling and take precedence over these terms and conditions and any additional or different terms contained in any document generated by Seller. These terms and conditions are an integral part of the Purchase Order and no other terms and conditions shall apply. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Acceptance:** Acceptance of this Purchase Order or shipment of any part of it constitutes an agreement to all of its specifications as to terms and delivery.

**Invoicing:** Price; Payment: Invoices must have the same prices, and terms. Any authorization for changes must be received in writing and approved by Powin prior to shipping. Vendor's prices will not be higher than stated on the Purchase Order unless otherwise agreed to in writing by an authorized employee of Powin. No charges by Vendor will be allowed for transportation, reels, drums, boxing, crating, or other packaging unless agreed to herein. The price quoted herein includes an allowance for all taxes levied by any government authority, which the Vendor is required to pay or collect. **All Purchase Order Numbers must be listed on the bill of lading, invoice and packing slip in order to ensure prompt processing of payment.** Unless specified otherwise on the face of this Purchase Order, Powin shall pay Vendor within forty-five (45) days of Powin's receipt of Vendor's accurate invoice. Payment is contingent upon Powin's approval of Goods delivered or Services rendered in accordance with this Purchase Order, but payment is not evidence of Powin's final acceptance of such Goods or Services.

**Blanket Purchase Order:** If this Purchase Order is designated by Powin as a blanket purchase order or scheduling order, as indicated on the face hereof, Powin shall have an option, but not the obligation, to procure up to the quantity of Goods and Services described on the face hereof at the pricing and during the time period specified by providing separate subsequent release orders to Vendor. Each release shall be subject to these terms and conditions, except to the extent any release identifies, to the extent not specified in the original blanket order, the quantities of Goods or Services to be included in a particular order, the delivery locations and requested delivery dates for such Goods and Services. Powin may cancel the Blanket Purchase Order at any time as to all or any part of the Goods or Services ordered and not yet shipped or rendered to Powin by giving written notice to Vendor consistent with the provisions in this Purchases Order. At the time of Blanket Purchase Order acknowledgment, Vendor will identify in writing any non-standard materials required to complete the Blanket Purchase Order along with its procurement lead times. Powin will not be liable for standard products not yet shipped to Powin; Powin's liability is limited to actual costs incurred to date plus cost of non-standard materials irrevocably procured by Vendor in accordance with the procurement lead time.

**Delivery:** Powin's production schedules are based upon Vendor's assurance of delivery to Buyer by the date specified on the face of this order. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** If late deliveries are made Powin may purchase elsewhere, and/or hold Vendor accountable for all damages, direct and indirect, resulting from Vendor's failure to deliver on schedule. Early deliveries are subject to Powin's approval. Packing slips must be enclosed with all shipments showing order number, job number, lot number, if any, and quantity. Labels must be affixed to any raw materials. It should contain the information listed above.

**Acceptance:** All Goods or Services purchased hereunder are subject to inspection at Powin's destination either before or after payment or before or after acceptance, at Powin's option. Goods not in accordance with specifications will be rejected and held at Vendor's risk for disposal or return. Vendor must pay rate on all rejects. Goods rejected, as not conforming to the specification may be returned to Vendor at Vendor's expense, including transportation and handling costs. Where re-work is required to meet specification requirements, such re-work shall be arranged for by Vendor at no cost to Powin. Acceptance of all or part of the goods or services shall not (i) waive Powin's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Powin to accept future shipments of goods or services; or (iii) preclude Powin from making any claim for damages or breach of warranty.

**Cancellation:** Powin will have the right of cancellation without having further liability to Vendor if goods or service furnished hereunder do not strictly

conform to specifications of this Purchase Order. Further, Powin reserves the right to cancel this order without penalty within 30 days of PO acceptance. Powin also reserves the right to cancel all or part of this order without penalty if the goods or services are not delivered within the specified timeframe. In the event of interruption to Powin's business, in whole or in part, for reasons of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we reserve the right to cancel the undelivered part of this order.

**Title:** Title conveyed to Powin by Vendor shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

**Warranties:** By accepting this Purchase Order, the Vendor guarantees that all merchandise shipped under this order complies with all the laws and regulations of the federal and state government. Further, Vendor represents, warrants and covenants that (a) the Goods and Services shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by Powin. If any Good or Service (including any rejected lot) does not conform to all requirements of this Purchase Order ("Noncomplying Product"), Powin may, at its option, (i) require Vendor to deliver replacement or repaired Goods or conforming Services to Powin no later than ten (10) days after Powin's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor Powin's reasonable expenses of the same.

**Limitation of Liability:** Vendor's Indemnity: In no event shall Powin be liable for loss of anticipated profits or any other incidental, special, exemplary, or consequential damages. To the maximum extent permitted by applicable law, Vendor hereby agrees to defend, indemnify, and hold harmless Powin, its affiliates, and the officers, directors and employees of each of them, from and against any and all damages, losses, expenses, costs, claims, judgments and liabilities including, without limitation, reasonable attorney's fees and court costs, incurred by Powin (unless primarily caused by the gross negligence or intentional misconduct of Powin) arising from or in connection with (i) claims that possession, use or sale of the goods or services ordered hereunder by Powin, its affiliates or their customers violates any applicable federal, state, or local laws, rules or regulations; (ii) the breach of any representation or warranty of Vendor contained herein or in any other document furnished or agreed to by Vendor in connection with this Purchase Order; (iii) any bodily injury or property damage caused by Vendor's rendering of the services or Powin's use or possession of the goods; (iv) the negligence or intentional misconduct of Vendor or its representatives and/or (v) a recall of the Goods. During the period in which Vendor defends Powin against a claim of infringement, Vendor shall, at its own expense, procure for Powin the right to use such Goods or Services, replace or modify it to avoid infringement or have such Goods or Services returned and refund its purchase price (including transportation and installation costs) to Powin less a reasonable amount for depreciation.

**Insurance:** Vendor shall obtain and maintain in effect with reputable insurers all appropriate insurance coverage with regard to the Goods and Services being furnished hereunder, including without limitation, general commercial liability, product liability and/or professional liability and workmen's compensation insurance.

**Safety:** Where applicable, 3rd party service providers assigned to work within the Powin Stack area on a Stack that has already been Segmented by Powin field staff must be equipped with CAT II PPE at a minimum. If the task assigned requires the 3rd party service provider to enter an Unsegmented Stack, then CAT 3 PPE is required at a minimum. All other PPE is required by all 3rd party service provider such as steel toed boots, gloves, high visibility vest in addition to the PPE required to work on Powin Energy Storage System. If working within the Stack area insulated tools are required that meet or exceed ASTM F1505-01 and IEC 900 Standards for Insulated Hand Tools. These tools are necessary for compliance with OSHA 1910.333 (c)(2), and NFPA 70E. Refer to Powin Energy Site Safety Policy document 21MAY2020 for further details.

**Powin Code of Conduct:** Under this Purchase Order, Vendor will comply with Powin's Supplier Code of Conduct ("Code of Conduct"), as amended by Powin from time-to-time, available from Powin upon request. To ensure compliance, Vendor agrees to: (i) allow Powin to audit and inspect Vendor's records and to interview Vendor's personnel to confirm compliance with the Code of Conduct; (ii) provide access to the relevant Vendor's records, facilities and personnel without disruption and as part of the audit and inspection; (iii) not request or encourage, directly or indirectly, any Vendor personnel to furnish false or incomplete information in connection with the audit and inspection; (iv) not take retaliatory action against any Vendor personnel interviewed; and (v) immediately implement corrective action to remedy any non-conformance with the Code of Conduct.

For all shipments to Canada: Consignee: Powin Energy Ontario Storage. Please send info/documents to Pacific Customs Broker (PCB) at [PARS@pcb.ca](mailto:PARS@pcb.ca)



PO-15351

INVOICE

NATIONAL INVOICES

Invoice No	990679
Customer #	58625
Customer Name	POWIN

Bill To

POWIN  
20550 SW 115TH AVE POWIN  
TUALITIN OR 97062  
US

Ship To

SEOJIN VIETNAM CO LTD  
FACTORY NO 1 2 3 LOT L2, NOI HOANG INDUSTRIAL PA  
BAC GANG VN  
VN

Invoice Date		Ship Via		Freight Terms		Terms			
10-31-24		FED EX		EXW		BANK TRANSFER 30 DAYS AFTER INVOICE DATE			
Internal OM Salesperson :				CUS_ORDERENTRY		Salesperson		HVACOEM005	
PO #	SO #	Invoiced Quantity	Tax	Item Number		Harmonized Code / Nom.	Discount %	Unit Price	Extended Price
				Description					
PO-14570  Ordered by WILSON YU	384450	32	Y	Packing slip # : 251861    Delivery : 24-201956 Picking date : 10-10-24 CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Country of Origin: MEXICO		8537.10.9170		1,498.20	47,942.40
		82	Y	CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Tracking # : LOG-2024-2075 Country of Origin: MEXICO		8537.10.9170		1,498.20	122,852.40

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

<b>Print Date</b>	04-09-25		<b>Subtotal</b>	170,794.80	
<b>Print Time</b>	10:36:31 AM		<b>Tax Amount</b>	.00	
<b>Page #</b>	1 of 1		<b>Invoice Total</b>	170,794.80	
			<b>Currency</b>	USD	



CAREL U.S.A. Inc.  
MAIN OFFICE  
385 South Oak Street, Manheim, PA 17545  
Phone +1 (717) 664-0500 - Fax +1 (717) 664-0449  
carelusa.com - orders\_usa@carel.com



# INVOICE

## NATIONAL INVOICES

Invoice No	991721
Customer #	58625
Customer Name	POWIN

Bill To
POWIN 20550 SW 115TH AVE POWIN TUALITIN OR 97062 US

Ship To
SEOJIN VIETNAM CO LTD FACTORY NO 1 2 3 LOT L2, NOI HOANG INDUSTRIAL PA BAC GANG VN VN

Invoice Date		Ship Via		Freight Terms		Terms			
10-31-24		FED EX		EXW		BANK TRANSFER 30 DAYS AFTER INVOICE DATE			
Internal OM Salesperson :				CUS_ORDERENTRY		Salesperson		HVACOEM005	
PO #	SO #	Invoiced Quantity	Tax	Item Number		Harmonized Code / Nom.	Discount %	Unit Price	Extended Price
				Description					
PO-14570	384450	54	Y	Packing slip # : 252740    Delivery : 24-216503 Picking date : 10-31-24 CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Tracking # : LOG-2024-2477 Country of Origin: MEXICO		8537.10.9170		1,498.20	80,902.80
Ordered by WILSON YU									

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

<b>Print Date</b>	04-09-25		<b>Subtotal</b>	80,902.80	
<b>Print Time</b>	10:36:44 AM		<b>Tax Amount</b>	.00	
<b>Page #</b>	1 of 1		<b>Invoice Total</b>	80,902.80	
			<b>Currency</b>	USD	



CAREL U.S.A. Inc.  
MAIN OFFICE  
385 South Oak Street, Manheim, PA 17545  
Phone +1 (717) 664-0500 - Fax +1 (717) 664-0449  
carelusa.com - orders\_usa@carel.com



INVOICE

NATIONAL INVOICES

Invoice No	991722
Customer #	58625
Customer Name	POWIN

Bill To
POWIN 20550 SW 115TH AVE POWIN TUALITIN OR 97062 US

Ship To
MESA DC WAREHOUSE 7524 E WARNER RD MESA AZ 85212 US

Invoice Date		Ship Via		Freight Terms	Terms				
11-04-24		FED EX		EXW	BANK TRANSFER 30 DAYS AFTER INVOICE DATE				
Internal OM Salesperson :				CUS_ORDERENTRY	Salesperson		HVACOEM005		
PO #	SO #	Invoiced Quantity	Tax	Item Number		Harmonized Code / Nom.	Discount %	Unit Price	Extended Price
				Description					
PO-12484  Ordered by MICHELLE ALLEN	380030	60	Y	Packing slip # : 252741    Delivery : 24-216504 Picking date : 10-31-24 CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Tracking # : LOG-2024-2478 Country of Origin: MEXICO Notes : ATTN JANICE MAHN		8537.10.9170		1,418.55	85,113.00
		63	Y	CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Country of Origin: MEXICO Notes : ATTN JANICE MAHN		8537.10.9170		1,418.55	89,368.65

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

<b>Print Date</b>	04-09-25		<b>Subtotal</b>	174,481.65	
<b>Print Time</b>	10:36:44 AM		<b>Tax Amount</b>	.00	
<b>Page #</b>	1 of 1		<b>Invoice Total</b>	174,481.65	
			<b>Currency</b>	USD	



CAREL U.S.A. Inc.  
MAIN OFFICE  
385 South Oak Street, Manheim, PA 17545  
Phone +1 (717) 664-0500 - Fax +1 (717) 664-0449  
carelusa.com - orders\_usa@carel.com



INVOICE

NATIONAL INVOICES

Invoice No	992639
Customer #	58625
Customer Name	POWIN

Bill To
POWIN 20550 SW 115TH AVE POWIN TUALITIN OR 97062 US

Ship To
MESA DC WAREHOUSE 7524 E WARNER RD MESA AZ 85212 US

Invoice Date		Ship Via		Freight Terms		Terms			
11-19-24		FED EX		EXW		BANK TRANSFER 30 DAYS AFTER INVOICE DATE			
Internal OM Salesperson :				CUS_ORDERENTRY		Salesperson		HVACOEM005	
PO #	SO #	Invoiced Quantity	Tax	Item Number		Harmonized Code / Nom.	Discount %	Unit Price	Extended Price
				Description					
PO-14417	383995	100	Y	Packing slip # : 253622    Delivery : 24-232372 Picking date : 11-19-24 CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Tracking # : LOG# 2024-2661 Country of Origin: MEXICO		8537.10.9170		1,498.20	149,820.00
Ordered by YU WILSON									

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

<b>Print Date</b>	04-09-25		<b>Subtotal</b>	149,820.00	
<b>Print Time</b>	10:36:59 AM		<b>Tax Amount</b>	.00	
<b>Page #</b>	1 of 1		<b>Invoice Total</b>	149,820.00	
			<b>Currency</b>	USD	



CAREL U.S.A. Inc.  
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385 South Oak Street, Manheim, PA 17545  
Phone +1 (717) 664-0500 - Fax +1 (717) 664-0449  
carelusa.com - orders\_usa@carel.com



INVOICE

NATIONAL INVOICES

Invoice No	993058
Customer #	58625
Customer Name	POWIN

Bill To
POWIN 20550 SW 115TH AVE POWIN TUALITIN OR 97062 US

Ship To
MESA DC WAREHOUSE 7524 E WARNER RD MESA AZ 85212 US

Invoice Date		Ship Via		Freight Terms		Terms			
11-26-24		FED EX		EXW		BANK TRANSFER 30 DAYS AFTER INVOICE DATE			
Internal OM Salesperson :				CUS_ORDERENTRY		Salesperson		HVACOEM005	
PO #	SO #	Invoiced Quantity	Tax	Item Number		Harmonized Code / Nom.	Discount %	Unit Price	Extended Price
				Description					
PO-11403  Ordered by MICHELLE ALLEN	378139	40	Y	Packing slip # : 254028    Delivery : 24-238343 Picking date : 11-26-24 CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Tracking # : LOG-2024-2744 Country of Origin: MEXICO		8537.10.9170		1,498.20	59,928.00
		44	Y	CMPW0SE002                      U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Country of Origin: MEXICO		8537.10.9170		1,498.20	65,920.80

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

<b>Print Date</b>	04-09-25		<b>Subtotal</b>	125,848.80	
<b>Print Time</b>	10:37:03 AM		<b>Tax Amount</b>	.00	
<b>Page #</b>	1 of 1		<b>Invoice Total</b>	125,848.80	
			<b>Currency</b>	USD	



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## NATIONAL INVOICES

# INVOICE

Invoice No	993237
Customer #	58625
Customer Name	POWIN

Bill To
POWIN 20550 SW 115TH AVE POWIN TUALITIN OR 97062 US

Ship To
MESA DC WAREHOUSE 7524 E WARNER RD MESA AZ 85212 US

Invoice Date		Ship Via		Freight Terms		Terms			
01-02-25		FED EX		EXW		BANK TRANSFER 30 DAYS AFTER INVOICE DATE			
Internal OM Salesperson :				CUS_ORDERENTRY		Salesperson		HVACOEM005	
PO #	SO #	Invoiced Quantity	Tax	Item Number		Harmonized Code / Nom.	Discount %	Unit Price	Extended Price
				Description					
PO-15522  Ordered by Janice Mahn	387189	255	Y	Packing slip # : 254066    Delivery : 24-239663 Picking date : 11-27-24 0110198AXX                      U of M: Each REL-PR3- 24AC/3X21 - SINGLE RELAY, PHOENIX CONTACT, 2903703 Tracking # : LOG-2024-2748 Country of Origin: GERMANY				10.85	2,766.75
		255	Y	0110199AXX                      U of M: Each RIF-4-BSC/3X21 - RELAY BASE - PHOENIX CONTACT ; 2900960 Tracking # : LOG-2024-2748 Country of Origin: GERMANY				5.53	1,410.15

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

Assembly: 135511007					
<b>Print Date</b>	04-09-25		<b>Subtotal</b>	4,176.90	
<b>Print Time</b>	10:37:17 AM		<b>Tax Amount</b>	.00	
<b>Page #</b>	1 of 1		<b>Invoice Total</b>	4,176.90	
			<b>Currency</b>	USD	



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## NATIONAL INVOICES

# INVOICE

Invoice No	993238
Customer #	58625
Customer Name	POWIN

Bill To
POWIN 20550 SW 115TH AVE POWIN TUALITIN OR 97062 US

Ship To
MESA DC WAREHOUSE 7524 E WARNER RD MESA AZ 85212 US

Invoice Date		Ship Via		Freight Terms		Terms			
01-02-25		FED EX		EXW		BANK TRANSFER 30 DAYS AFTER INVOICE DATE			
Internal OM Salesperson :			CUS_ORDERENTRY		Salesperson		HVACOEM005		
PO #	SO #	Invoiced Quantity	Tax	Item Number		Harmonized Code / Nom.	Discount %	Unit Price	Extended Price
				Description					
PO-15351  Ordered by	387303  Wilson Yu	160	Y	Packing slip # : 254067    Delivery : 24-239664 Picking date : 11-27-24 0110198AXX                      U of M: Each REL-PR3- 24AC/3X21 - SINGLE RELAY, PHOENIX CONTACT, 2903703 Tracking # : LOG-2024-2749 Country of Origin: GERMANY				10.85	1,736.00
		160	Y	0110199AXX                      U of M: Each RIF-4-BSC/3X21 - RELAY BASE - PHOENIX CONTACT ; 2900960 Tracking # : LOG-2024-2749 Country of Origin: GERMANY				5.53	884.80
		160	Y	0110198AXX                      U of M: Each REL-PR3- 24AC/3X21 - SINGLE RELAY, PHOENIX CONTACT, 2903703 Tracking # : LOG-2024-2749 Country of Origin: GERMANY				10.85	1,736.00
		160	Y	0110199AXX                      U of M: Each RIF-4-BSC/3X21 - RELAY BASE - PHOENIX CONTACT ; 2900960 Tracking # : LOG-2024-2749 Country of Origin: GERMANY				5.53	884.80

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

Print Date	04-09-25		Subtotal	5,241.60
Print Time	10:37:17 AM		Tax Amount	.00
Page #	1 of 1		Invoice Total	5,241.60
			Currency	USD





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# CREDIT MEMO

## NATIONAL CREDIT MEMO

Invoice No	993977
Customer #	58625
Customer Name	POWIN

Bill To
POWIN 20550 SW 115TH AVE POWIN TUALITIN OR 97062 US

Ship To
MESA DC WAREHOUSE 7524 E WARNER RD MESA AZ 85212 US

Invoice Date		Ship Via		Freight Terms	Terms				
12-13-24		FED EX		EXW	BANK TRANSFER				
Internal OM Salesperson :				CUS_ORDERENTRY	Salesperson		HVACOEM005		
PO #	SO #	Invoiced Quantity	Tax	Item Number	Harmonized Code / Nom.	Discount %	Unit Price	Extended Price	
				Description					
	388231	-40	Y	CMPW0SE002 U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Country of Origin: MEXICO  CREDIT NOTE FOR PRICING Notes : ORIGINAL INVOICE 993058 DATE 11-26-24	8537.10.9170		79.65	-3,186.00	
		-44	Y	CMPW0SE002 U of M: Each ECP SENVA POWIN CENTIPEDE TC-1 - - NEW REVISION Country of Origin: MEXICO  CREDIT NOTE FOR PRICING Notes : ORIGINAL INVOICE 993058 DATE 11-26-24	8537.10.9170		79.65	-3,504.60	

This present supply is subject to the prohibitions of art. 12g of Regulation (EU) 833/2014.

Customer's possession of the goods occurs when the shipper picks up the goods at Carel USA's facility.

REMIT TO: UniCredit S.p.A.  
New York Branch  
ABA #: 026008536  
Beneficiary: Carel USA, Inc.  
Account #: 1100017384

Print Date	07-24-25		Subtotal	-6,690.60
Print Time	10:06:09 AM		Tax Amount	.00
			Invoice Total	-6,690.60
Page #	1 of 1		Currency	USD