



Purchase Order Terms and Conditions

Maxwell Propulsion Systems, Inc.

Effective September 6, 2006

1. The total amount of the current purchase order is US\$_____._____ (plus shipping, if applicable).
2. A good faith deposit, payable to Maxwell Propulsion Systems, of US\$_____ must accompany the signed purchase order.
3. The purchase order balance is: US\$_____._____ (plus shipping, if applicable).
4. The purchase order balance is due five (5) working days prior to scheduled delivery/shipping of the product(s).
5. MPS agrees to have product(s) available for delivery/shipping on or before the following schedule
Item: _____
Item: _____
Item: _____
6. Customer may return unused/undamaged product(s) within 60 days for a full refund of the purchase price. Note: Cost of delivery/shipping is the responsibility of the customer.
7. MPS warrants its products to be free of manufacturing defects. MPS will repair/replace defective parts at no cost to the customer for a period of one year following date of product delivery/shipping.
8. Repairs deemed unrelated to defective parts/materials will be performed, at customer's request, at the current MPS *shop rate*. As of September 1, 2006 this rate is \$75.00/hour.
9. All MPS products are delivered with a specified number of telephone and/or on-site technical support service hours. Additional hours are charged at the current MPS *shop rate*. As of September 1, 2006 this rate is \$75.00/hour.
10. Purchaser agrees that any disputes resulting from this purchase will be resolved via binding arbitration.

CUSTOMER SIGNATURE _____

DATE _____

NAME: _____

STREET _____

CITY _____ STATE _____

PHONE (_____)_____-_____

FAX (_____)_____-_____

EMAIL _____@_____

FOR MAXWELL PROPULSION SYSTEMS, INC.
MEMBER OF THE BETTER BUSINESS BUREAU