



Personal Energy System (PES) Purchase Agreement

Terms & Conditions

Documentation. Your Personal Energy System Purchase Agreement (the "Agreement") is made up of the following documents:

1. PES Configuration: The PES Configuration describes the PES that you configured and ordered, including pricing (excluding taxes, installation cost and official or government fees).
2. Final Price Sheet: The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final PES Configuration and will include taxes, installation cost and official or governmental fees.
3. Terms & Conditions: These Terms & Conditions are effective as of the date you place your order and make your Order Payment (the "Order Date").

Agreement to Purchase. You agree to purchase the Personal Energy System (the "PES") described in your PES Configuration from E-Fuel, Corporation or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your PES is priced and configured based on features and options available at the time of order and you can confirm availability with your Owner Advisor. Options, features or hardware released after you place your order may not be included in or available for your PES.

Purchase Price, Taxes and Official Fees. The purchase price of the PES is indicated in your PES Configuration attached to this Agreement, as applicable. This purchase price does not include taxes, installation cost, freight and official or government fees, which could amount to up to 10% or more of the PES purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the PES, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You will be responsible for paying these additional taxes, installation cost and fees.

Manufacturing Process.

Order Stage: We will submit your order to the E-Fuel Factory for production three (3) calendar days after the Order Date. During this three (3) day period, you may cancel your order or make any changes to your PES Configuration without charge. Your Order Payment will be refundable if you cancel within this three (3) day period.

Factory Stage: When we submit your order for production (3 days after your order date), your Order Payment becomes earned and non-refundable. Because production of your PES is already underway, changes to your PES Configuration during this time will be difficult, if not impossible, for us to accommodate. If you want to make changes to your PES Configuration, we will try to accommodate your request. If we accept your request, you will be subject to a non-refundable change fee and potential price increases for any pricing adjustments made since your original order date. Any changes made to your PES Configuration, including changes to the purchase price, will be reflected in a subsequent PES Configuration that will form part of this Agreement.

Cancellation; Default: Because your PES is custom ordered, we incur significant costs in starting production of your PES. We also incur significant costs for remarketing and reselling the PES if you cancel or default in this Agreement. As a result, your Order Payment is non-refundable three (3) calendar days after your Order Date. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. We will credit your Order Payment toward the final purchase price of the PES. You acknowledge that this Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Inventory PES. This paragraph is applicable if you are purchasing a PES from our inventory i.e., the PES has already been manufactured, as indicated by an existing product serial number.

Because we incur significant costs in preparing and coordinating the delivery of your PES, including shipping logistics, your Order Payment is non-refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur in transporting, remarketing and reselling the PES, costs that are otherwise impracticable or extremely difficult to determine. We will credit your Order Payment against the purchase price of your PES upon completion of the transaction. You acknowledge that this Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery. If you are picking up your PES we will notify you of when we expect your PES to be ready for delivery at your local E-Fuel Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your PES within one week of this date. If you are unable to take delivery within the specified period, your PES may be made available for sale to other customers. E-Fuel is not responsible for the outcome obtaining local government property installation and operating permits. Customers should work with local E-Fuel dealer to obtain these permits.

If you wish to pick up your PES in a state where we are not licensed to sell the PES, or if you and E-Fuel otherwise agree, E-Fuel will, on your behalf, coordinate the shipment of your PES to you from our factory in California or another state location. In such a case, you agree that this is a shipment contract under which E-Fuel will coordinate the shipping of the PES to you via a third-party common Freight Carrier. You agree that delivery of the PES, including the transfer of title and risk of loss to you, will occur at the time your PES is loaded onto the common Freight Carrier's transport (i.e., FOB shipping point). The Carrier will insure your PES while in transit and you will be the beneficiary of any claims for damage to the PES or losses occurring while the PES is in the possession of a common Carrier. The estimated delivery date of your PES indicated in this Agreement is an estimate only and is not a guarantee of when your PES will actually be delivered. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the PES and all proceeds therefrom until your obligations have been fulfilled.

Agreement to Arbitrate. Please read this provision fully.

In the event of a concern or dispute between us, please send E-Fuel written notice to resolutions@efuel100.com describing the nature of the dispute and the relief sought.

If it is not resolved within 60 days, E-Fuel and you agree that any dispute arising out of or relating to any aspect of the relationship between us will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American

Arbitration Association (AAA). This includes claims arising before this Agreement, including claims related to statements about our products. Alternatively, you may opt out of arbitration as described below.

The AAA Consumer Arbitration Rules will apply. We will pay all AAA fees for any arbitration. The arbitration will be held in Santa Clara County district, located in California U.S.A. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and E-Fuel on an individual basis. The arbitrator cannot award relief for anyone who is not a party and may not consolidate claims. In other words, you and E-Fuel may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action.

You may opt out within 30 days after signing this Agreement by sending a letter to: E-Fuel, Corporation; 15466 Los Gatos Blvd., 109-37, Los Gatos CA 95032, stating your name and intent to opt out of the arbitration provision.

Warranty. You will receive E-Fuel New PES 24-month limited parts and workmanship warranty which is only valid when performed by certified E-Fuel dealer or E-Fuel representative. In the event a dealer or E-Fuel representative is not available E-Fuel may charge a travel rate to perform the onsite repairs. Extended warranties are available through E-Fuel or through its affiliate dealers.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Payment. Do to variances in facility structures and dealer installations, E-Fuel is not responsible for overall product performance satisfaction or for fuel pricing and deliveries. Performance related comments made by E-Fuel Corporation representatives, its employees and affiliates do not represent statements made beyond the scope of your PES Sales Order and Purchase Agreement.

No Resellers; Discontinuation. E-Fuel and its dealer affiliates sell PESs directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the PES or that has otherwise been made in bad faith. We may also cancel your order and refund your deposit if we discontinue a product, feature or option after the time you place your order.

Governing Law; Integration; Assignment. The terms of this Agreement are governed by, and to be interpreted according to, California State laws to sell Personal Energy Systems to your address indicated on your PES Configuration.

Prior agreements, oral statements, negotiations, communications or representations about the PES sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions identified in this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

Customer Full Name:

Signature:

Home or Business Address:

Contact Number: