

SHIP8, INC.

ATTN: ACCOUNTS PAYABLE
45875 NORTHPORT LOOP EAST
FREMONT, CA 94538

US
AP.SHIP8@SHIP8.COM

PO No.

24091093

PO Date

09/24/2024

Page

1 OF 1

ORDER FROM

21

REDLINE SOLUTIONS INC
3350 SCOTT BLVD. BLDG 5 STE. 501
SANTA CLARA, CA 95054

SHIP TO

SD2(2000),
SHIP8, INC.
ATTN: CHRISTINE JENKINS
550 NORTHPORT PARKWAY
PORT WENTWORTH, GA 31407
US

Buyer

Purchasing Dept

Terms

Net 30 Days

FOB

FOB Origin

Ship Via

Best possible

Line No.

1

Vendor Item No.

NA

Vendor Item Description

Zebra Battery for Mobile Computer

Qty Ordered

5.00

UCM

Each

Unit Price

564.00

Extended Price

JMM. 10-A

Total Extended Price =



24091093

QUOTE

Redline Solutions, Inc.
 3350 Scott Blvd., Bldg 5, Suite 501, Santa Clara, CA 95054
 PHONE: 408.562.1700 TOLL FREE: 888.801.2039 FAX: 408.727.6461

	RLSQ28083
DATE	9/5/2024

SOLD TO Gil Strawn
 SHIP8, Inc
 550 Northport Parkway
 Port Wentworth, GA 31407
 Phone: 912.373.7778
 Email: gil.strawn@ship8.com

SHIP TO Gil Strawn
 SHIP8, inc
 550 Northport Parkway
 Port Wentworth, GA 31407
 Phone: 912.373.7778

PREPARED BY: Anthony Mattos

SALESPERSON	F.O.B.	PAYMENT TERMS	QUOTE EXPIRATION DATE
Anthony Mattos	Origin	Net 30	10/5/2024 4:59 PM

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	5	Zebra Battery - For Mobile Computer - Battery Rechargeable - 2600 mAh - 8.4 V DC - 10 Pack	\$564.00	\$2,820.00
			SUBTOTAL	\$2,820.00
			TOTAL	\$2,820.00

Does Not Include Shipping/Insurance or Applicable Sales Tax
 (Please note that if paying via Credit Card, a 3% processing fee will be applied to each transaction)

 Name

 Signature

 Date

Please accept my signature above as Purchase Order confirmation to expedite delivery of all above listed items. I agree to the terms and conditions attached to this quote and I am authorized to commit these funds. Please use _____ as Purchase Order/Billing reference to be used on invoices. This order is taxable. The bill to and ship to above are correct, or I have noted the changes.

RedLine Solutions, Inc.
Terms and Conditions

1. Terms and Conditions. Except as modified by an unexpired written agreement signed by an authorized officer of RedLine Solutions, Inc. ("RedLine"), the following terms and conditions along with the terms incorporated by reference as provided below (collectively, this "Agreement") comprise the complete agreement between Customer and RedLine with respect to products and services provided to Customer by RedLine. These terms and conditions specifically incorporate by reference any and all quotes executed by RedLine ("Quote(s)") and any and all applicable additional Terms (as defined and provided in Section 8 below). Acceptance of all orders by RedLine is strictly limited to, and RedLine specifically objects to any terms or conditions whatsoever provided by Customer that differ from or add to, these terms and conditions.

2. Acceptance of Orders. RedLine reserves the right to review and decline any order.

3. Price; Delivery. The price for each product and service shall be that specified in an unexpired RedLine Quote in effect when an order is accepted by RedLine. All prices are exclusive of all taxes and similar amounts, and, when applicable, such items may be listed separately on invoices. If Customer claims an exemption from any such items, Customer must provide a certificate of exemption at the time of order. All shipments will be F.O.B. factory, provided that only risk of loss, not title, for software products shall pass to Customer on shipment. Shipments will be made prepay and add unless other arrangements have been made by Customer prior to shipment. Customer shall be responsible for all freight, handling, and insurance charges, along with any and all taxes and similar amounts imposed or levied by any jurisdiction with respect to the sale or provision of products and services (other than income taxes based on RedLine's income from such sale or provision).

4. Terms of Payment. RedLine will issue a separate invoice for each shipment. Subject to credit approval, payment terms are specified in the RedLine Quote provided to Customer. All prices shall be stated and paid in United States dollars, unless otherwise specified in the applicable Quote. RedLine reserves the right to require payment in advance or to establish other credit terms for Customer. All hardware and software products shall be deemed received by Customer on the date received by RedLine for integration and testing services. Service fees shall be specified in a RedLine Quote and will be invoiced and prepaid on an annual basis unless otherwise specified to Customer. Each shipment and/or invoice shall be deemed a separate and independent transaction. Payments due under this Agreement are not subject to any set-off claims of Customer.

5. Security Interest. This Agreement shall constitute a security agreement in which Customer grants RedLine a purchase money security interest in each product shipped to Customer until all payments in full are made by Customer to RedLine. Customer agrees, without further compensation, at any time to execute an appropriate financing statement and other documents necessary to perfect the security interest granted hereby and consents to the filing of such financing statement and related documents with the appropriate authorities. Customer appoints RedLine as its attorney-in-fact for the purpose of executing and filing with the appropriate authorities a financing statement and all other documents necessary to perfect the security interest granted hereby.

6. Cancellation and Delay. Customer may cancel or delay delivery of any order for products regularly stocked by RedLine without penalty by giving RedLine written notice of such cancellation or delay not less than 30 calendar days prior to RedLine's scheduled shipping date. If Customer cancels or delays delivery of any order less than 30 calendar days prior to RedLine's scheduled shipping date, Customer shall pay RedLine a cancellation/rescheduling fee in an amount equal to 15% of the price for the products canceled or delayed plus any third party charges incurred by RedLine. Customer may not cancel or delay delivery of any order for products that are not regularly stocked by RedLine.

7. Other Payment Terms. Late payments will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. All payments shall be made in U.S. dollars and will be deemed made when received. If Customer fails to pay any amount properly due and owing, Customer shall reimburse RedLine for all fees, costs and expenses (including but not limited to attorneys' fees and court costs) incurred by RedLine to collect such amounts and RedLine shall not be obligated to continue performance on any portion of any software product, software maintenance, or engineering and consulting services between Customer and RedLine.

8. Additional RedLine Terms. If applicable, the following additional documents ("Additional Terms") are part of this Agreement. RedLine reserves

the right to amend these documents from time to time, which amendments are incorporated into this Agreement and deemed accepted by Customer.

(a) Software License. If the Quote provided by RedLine includes a license for software developed by RedLine ("RedLine Software"), this Agreement includes and incorporates the RedLine Software License Agreement, a copy of which will be delivered with the RedLine Software and the current version of which can be viewed at www.redlinesolutions.com/legal/RLS_Software_License.pdf.

(b) Software Support and Maintenance. If the Quote provided by RedLine includes software support and maintenance services for RedLine Software, this Agreement includes and incorporates the RedLine Software Support and Maintenance Addendum, the current version of which can be viewed at www.redlinesolutions.com/legal/RLS_Software_Support.pdf.

(c) Professional Services. If the Quote provided by RedLine includes Professional Services by RedLine, this Agreement includes and incorporates the RedLine Professional Services Addendum, the current version of which can be viewed at www.redlinesolutions.com/legal/RLS_Prof_Sves.pdf.

9. Warranty.

(a) Third Party Products. Third party hardware and software products provided by RedLine ("Third Party Products") are warranted, if at all, only by the original manufacturer or publisher. RedLine does not warrant Third Party Products, but upon request, will use commercially reasonable efforts to assist customers in acquiring extended service agreements and/or in working with the original manufacturer or publisher on warranty claims. In those cases where RedLine modifies a Third Party Product, RedLine warrants that the modification to the Third Party Product ("Modification") shall, for a period of thirty (30) calendar days from date of shipment to Customer, (i) be free from material defects in materials and workmanship, and (ii) meet, in all material respects, the specifications contained in the applicable product specifications prior to shipment. Customer's sole and exclusive remedy for any Modification that is shown to be defective within the applicable warranty period and returned to RedLine shall be, at RedLine's sole option, either (i) the correction, repair, or replacement of, or (ii) the return of the fee, price, or other consideration paid for, said defective Modification (or, if unusable as a result of such defect, the applicable Third Party Product).

(b) Software. The RedLine Software License Agreement sets forth RedLine's warranty with respect to the RedLine Software, if applicable. Other than as expressly set forth above, the RedLine Software is provided "AS IS" and without warranty of any kind.

(c) Services. RedLine's sole obligation to provide Services, as defined under this Agreement and any Additional Terms or attachment, shall be "AS IS." REDLINE MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR FOR ERROR-FREE SERVICE, UNINTERRUPTED SERVICE OR AGAINST INFRINGEMENT. Without limiting the foregoing, RedLine does not represent or warrant that every reported problem or error with the Software or Services can or will be resolved to the satisfaction of Customer.

(d) No Other Warranty. THE EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH ABOVE ARE IN LIEU OF, AND REDLINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EITHER EXPRESS OR IMPLIED), INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. REDLINE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER. NO WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY REDLINE, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

10. Limitation of Liability.

(a) Loss of Use or Data. Redline will not be liable for loss of use of any of the products provided by Redline, including RedLine Software or any hardware, to

be serviced under this Agreement, or for any loss or damage occasioned by such loss of use, or by any failure of any of such products to perform properly. Services provided under this Agreement, including any under Additional Terms, do not assure uninterrupted operation of the RedLine Software, any hardware or other products. In no event shall RedLine be responsible for any loss of data or information in connection with any products or services provided by RedLine pursuant to this Agreement.

(b) Liability Limits. RedLine's liability for damages to Customer or to any third party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the lesser of (i) fifty percent (50%) of the Service fees Customer actually paid RedLine over the twelve (12) months preceding the accrual of the subject damages or (ii) that portion of the amounts paid under this Agreement that is directly attributable to the particular unit of hardware or RedLine Software directly involved in the liability claim.

(c) Limitation on Damages. IN NO EVENT SHALL REDLINE BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE PRODUCTS AND SERVICES PROVIDED BY REDLINE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC DAMAGE AND FURTHER INCLUDING INJURY TO PROPERTY, REGARDLESS OF WHETHER REDLINE WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

(d) Aggregate Liability. IN NO EVENT SHALL REDLINE'S AGGREGATE LIABILITY TO CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY PRODUCT OR SERVICES PROVIDED BY REDLINE HEREUNDER, WHETHER BASED IN CONTRACT, MISREPRESENTATION, TORT, NEGLIGENCE OR STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF \$250,000 OR THE PURCHASE PRICE PAID TO REDLINE BY CUSTOMER FOR THE PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF SUCH CLAIMS.

(e) Essential Basis of the Bargain. The parties acknowledge that RedLine has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitation and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

11. Returns. A product that is not rejected by written notification to RedLine within ten (10) calendar days of receipt shall be deemed to have been accepted by Customer on the date of delivery. All returns must be made with the product in the same condition as shipped by RedLine and with all of its original packaging, including documentation. All returns are subject to a re-stocking fee equal to 35% of the sales price of the returned item, except that the restocking fee may equal up to 50% of the sales price if the returned item is not in its original condition or packaging. Customer shall obtain a Return Materials Authorization Number (RMA) prior to returning any rejected product to RedLine. Customer shall ship rejected products freight prepaid to RedLine within seven (7) calendar

days after receiving an RMA number, and shall clearly mark the RMA number on the inside and outside of the shipping container and on all written materials sent to RedLine. FAILURE TO SHIP A REJECTED PRODUCT TO REDLINE WITHIN SEVEN (7) CALENDAR DAYS AFTER AN RMA NUMBER IS ISSUED SHALL BE DEEMED AN ACCEPTANCE OF SUCH PRODUCT FOR ALL PURPOSES.

12. Assignment. This Agreement may be assigned by either party to any subsidiary and to any successor, assignee or transferee of RedLine by merger, consolidation or acquisition of a majority of its stock or all or substantially all of its assets pertaining to this Agreement. RedLine further reserves the right to delegate all or portions of its obligations to a third party at any time.

13. Miscellaneous.

(a) Governing Law. The terms and conditions of this Agreement, and the parties' rights and obligations under this Agreement, shall be governed by, and interpreted in accordance with, the laws of the State of California, excluding its conflicts of laws principles. The parties irrevocably submit to the venue and jurisdiction of the state and federal courts located in Santa Clara County.

(b) Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all previous communications and agreements, oral or written, between the parties. No amendment or modification of this Agreement shall be effective unless it is in writing and is signed by an authorized representative of each party. If any provision of the Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, that provision will be severed from this Agreement and any remaining provisions will continue in full force.

(c) Waivers. The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further condition or additional right that such party may hold under this Agreement. The failure of either party at any time to require the performance by the other of any of the terms or provisions of this Agreement or the waiver by one party of a breach of any provision by the other shall in no way affect the right of that party thereafter to enforce the same.

(d) Export. Customer shall not export, directly or indirectly, any product without first obtaining the appropriate U. S. Government export license.

(e) Force Majeure. RedLine shall be excused from any delays or failure in performance caused by any labor dispute, governmental requirement, act of God, inability to secure materials and transportation facilities or other causes beyond its reasonable control.

(f) Successors. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

(g) Limitation on Rights. No license, immunity or other right is granted pursuant to this Agreement to Customer whether directly or by implication, estoppel or otherwise, with respect to any know-how, inventions, trade secrets, patent, trademark, copyright or other intellectual property right of RedLine.

(h) Notices. All notices specified in this Agreement shall be in writing and sent by certified or registered mail or by reliable overnight courier to the address of the noticed party first listed in this Agreement.



PACKING SLIP

Date: 9/24/2024 5:26:40 PM
Purchase Order #: 66495
Order: 0061385951

Shipper Name and Address
REDLINE SOLUTIONS INC.
3350 Scott Blvd., Bldg 5, Suite 501
SANTA CLARA, CA 95054
Phone: 408-562-1700

Consignee Name and Address
SHIP8, Inc.
550 Northport Pkwy Gil Strawn 24091093
Port Wentworth, GA 31407
Gil Strawn

Carrier: FEDG
Freight Terms: PPD

Reference #: 24091093



Table with 4 columns: ITEM #, DESCRIPTION, ORDERED, SHIPPED. Row 1: ZEB-BTRYMC9X26MA10, MC9X BATTERY HI-CAP 2600MAH PF 10 PACK, 5, 5 with checkmark.

Grand Total of Containers: 1

Container IDs: 00004000000086911038

This package contains Lithium Ion cells or batteries. This package must be handled with care. A flammability hazard exists if the package is damaged. Special procedures must be followed if the package is damaged, including inspecting and repacking if necessary before shipment continues.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Handwritten note in a circle: Rec 10-9-24 CA



3350 Scott Blvd. Building 5, #501
 Santa Clara, CA 95054-3108 USA
 Tel: (408) 562-1700 Fax: (408) 727-6461
 Accounts.Receivable@redlinesolutions.com

Invoice

0000088990

Date: 9/25/2024

Salesperson: AM

Customer: OA Logistics

Contact: Flora Chu

Sold To	Ship To
Ap.Ship8@Ship8.Com USA	SHIP8, Inc. Attn: Gil Strawn 550 Northport Pkwy Port Wentworth, GA 31407-9286 USA

Customer P.O.	Ship Via	F.O.B.	Terms
24091093	FedEx Ground	Origin	Net 30 Days

Item	Description	Qty Shipped	Price	Amount
BTRY-MC9X-26MA-10	MC9X 2600 MAH LITHIUM ION PP BTRY QTY-10	5.00000000	564.000	2,820.00
Insurance	Shipping Insurance	1.00000000	8.050	8.05
FedEx tracking number 411334019036				

Quote RLSQ28083 (AM)

Subtotal	2,828.05
Freight	5.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Additional Charges	0.00

Balance USD 2,833.05

GST ID: 81255 0432 RT9999
 PST ID: PST-1479-0575

Thank you for your business!