



**DISTRIBUTION AGREEMENT
(Casita Units)**

This Distribution Agreement effective this _____ day of _____, 20____, is made by and between Boxabl, Inc. ("BOXABL"), a Nevada corporation having an address at 5345 E. North Belt Road, North Las Vegas, NV, 89115, and _____ ("Dealer"), a(n) _____ having an address at _____. BOXABL and Dealer are herein sometimes referred to individually as a "Party," and collectively as the "Parties."

In consideration of the respective rights and obligations conveyed pursuant to the terms and conditions of this Distribution Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE & DURATION; DEALERSHIP FEE:**

Dealer has submitted an application to BOXABL to become an authorized dealer and reseller of BOXABL modular and/or factory-built buildings¹ (including but not limited to "Casita" units ("Units") and such other and/or related BOXABL products as BOXABL may agree to sell to DEALER from time to time. The purpose of this Distribution Agreement is to set forth the terms and conditions under which BOXABL agrees to sell BOXABL products to Dealer, and Dealer agrees to purchase BOXABL products from BOXABL. Dealer acknowledges and agrees that all sales and purchases of Units pursuant to this Distribution Agreement are expressly based its acceptance of, and agreement to, such terms and conditions. Dealer's placement of orders for Units shall be deemed an acknowledgement of its full and complete understanding and acceptance of such terms and conditions.

This Distribution Agreement shall have a duration of one year from the date first referenced above, with automatic renewal yearly thereafter, until terminated pursuant to the provisions of Paragraph 15 hereof.

There shall be no fee or other charge to Dealer for the establishment or maintenance of the relationship between BOXABL and Dealer pursuant to this Distribution Agreement. The total financial obligation of Dealer to BOXABL shall be the payment of the price established for the sale and purchase of individual Units as set forth herein, and the cost of satisfying Dealer's other obligations to BOXABL with regard to Units purchased, as set

¹ References herein to "modular and/or factory-built buildings" shall mean, in AZ, "factory-built buildings;" in CA, "factory-built housing;" in CO, "factory-built residential structures" (a sub-type of "factory-built structures" (a sub-type of "manufactured homes")); in HI, [no statutory classification]; ID, "factory built structures" or "modular buildings;" in NV, "factory built housing;" in NM, "modular structures;" in SD, "modular home" or "modular structure;" in TX, "industrialized housing;" in UT, "modular units;" in WY, "modular homes" or "prebuilt homes" (each being a sub-type of "transportable homes"). As used herein, "modular and/or factory-built buildings" including any other terms that are used interchangeably in other jurisdictions for factory housing.

forth herein. Dealer shall not be required to purchase any particular quantity of Units or other BOXABL products pursuant to this Distribution Agreement.

2. DEALER LOCATION AND OWNERSHIP:

Dealer is hereby authorized to sell BOXABL products solely at Dealer's retail location at _____ ("Retail Location"). Dealer shall not establish any additional locations for the sale of BOXABL products, nor shall Dealer relocate the Retail Location, without the advance written consent of BOXABL. Upon request, the Dealer agrees to provide proof of its ownership, and copies of its organizational documents and related filings, as evidence of Dealer's formation, legal status and authorization to do business in the jurisdictions in which the Dealer's Retail Location is located.

3. NON-EXCLUSIVE AGREEMENT; NO SALES TERRITORY:

Dealer agrees and acknowledges that this Distribution Agreement is a non-exclusive agreement. Dealer's sale of BOXABL products is not restricted to sales within any particular territory or geographical area. Except as expressly set forth in Paragraph 5(n) below, Dealer is not prohibited from selling or installing other modular and/or factory-built buildings, or similar products at or from the Retail Location, including but not limited to the products of BOXABL's competitors.

BOXABL reserves the right to sell products, including the same brands and models being sold by Dealer, at any location and within any geographical area, to other individuals and entities, which may include, but is not limited to, government agencies, developers, communities, subdivisions, organizations, and others. Notwithstanding the foregoing reservation of rights, BOXABL shall disclose to Dealer any efforts to establish other dealerships within the general geographical area of the Retail Location.

4. INDEPENDENT CONTRACTORS:

BOXABL and Dealer are independent contractors. This Distribution Agreement creates a contractual relationship setting forth the terms and conditions for the sale and purchase of BOXABL products, and creates no other relationship between the Parties. The Dealer agrees and acknowledges that, except to the extent it is authorized by BOXABL, in writing, on a case-by-case basis, to perform warranty service on specific Units pursuant to BOXABL's Manufacturer's Limited Warranty, Dealer has no authority to act on behalf of BOXABL, is not an agent or franchisee of BOXABL for any purpose, and shall not portray itself as such.

5. DEALERSHIP RESPONSIBILITY AND PERFORMANCE:

- (a) Dealer acknowledges that satisfaction of the ultimate consumer is critical to the future success of both BOXABL and Dealer. The Dealer agrees to maintain the Retail Location as a clean and attractive retail business

environment, and to use its best efforts to maintain high levels of customer satisfaction.

- (b) Dealer represents that it is familiar with, and at all times shall comply with, at Dealer's sole cost and expense, all federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities that govern the Dealer's formation, authority to transact business, operation of the dealership, advertising, and Dealer's purchase, transportation, storage, re-sale, distribution, installation, erection, modification, occupancy, repair and/or service of Units and other BOXABL products that are applicable to Dealer's Retail Location and all jurisdictions in which Dealer sells or installs Units, including without limitation, sales codes, deposit and escrow requirements, insurance requirements, building codes, dealer, broker, salesperson, serviceperson, installer and contractor registration and licensing requirements, construction permitting requirements, and other requirements ("Legal Requirements"). Dealer shall promptly report to BOXABL, in writing, any conflict between the terms of this Distribution Agreement and Legal Requirements.
- (c) Dealer acknowledges that in entering into this Distribution Agreement, BOXABL is relying upon the skills and business / management experience of Dealer and its owner(s). BOXABL makes no representations to Dealer as to (i) the prospects or chances of success of the dealership, (ii) the financial or other investment that will be required for the dealership, or (iii) the net or gross profits that Dealer can expect from the operation of the Dealership.
- (d) Dealer agrees not to use BOXABL's name, the names of any employee or agent of BOXABL, or any trademarks, service marks, or trade names owned or controlled by BOXABL, in any sales, promotional, advertising or other publication, or in the design, decoration or advertising of the Dealer Location, without the prior written permission of BOXABL.
- (e) Dealer shall not publish, or permit to be published, any representation or advertising which may mislead or deceive the public, or impair the goodwill and reputation of BOXABL, its trademarks or products. Dealer shall not engage in deceptive, misleading, confusing, illegal or "bait and switch" advertising or business practices.
- (f) To ensure excellent product knowledge and safe installation, Dealer may cause its sales staff and management to attend educational workshops regarding BOXABL products as made available by BOXABL. To ensure safe and proper installation of Units, Dealer shall cause all Unit installation and service personnel, to attend required training programs provided by BOXABL regarding the technical aspects of BOXABL products and their installation, as appropriate. Dealer's business, sales and marketing programs, systems and/or techniques, shall be determined and controlled by Dealer in its sole discretion.

- (g) Dealer shall ensure that its dealership and each of its managers and sales representatives, and all individuals and contractors retained by Dealer to transport, install, modify, service and/or maintain BOXABL Units and products are properly licensed, to the extent required by applicable law.
- (h) Dealer shall not sell any Unit to a purchaser without reviewing the BOXABL Manufacture's Limited Warranty, annexed hereto as Exhibit A, with such purchaser and securing such purchaser's written acknowledgement of and consent to the terms thereof. Dealer shall submit such written acknowledgement and consent to BOXABL upon Dealer's execution of an agreement with such purchaser for the sale of such Unit, and shall ensure that such purchaser receives a copy of same.
- (i) Dealer shall not sell any Unit to a purchaser who intends to use such Unit for commercial or governmental (including but not limited to military, police and emergency shelter) use, unless expressly authorized by BOXABL, in writing, as to a particular sale. Dealer shall ensure that each Unit purchased from BOXABL shall be used by the buyer of such unit for a legal purpose. Dealer shall cause the buyer of each Unit purchased from BOXABL to complete and execute a "Statement of Intended Use" in the form annexed hereto as Exhibit B, which Dealer shall submit to BOXABL with the order for such Unit.
- (j) Dealer shall provide each purchaser of a BOXABL Unit with an orientation to the Unit, including review of the Unit's owner manual provided by BOXABL, instruction on the operation of all appliances, utility connection locations, general maintenance and how to obtain warranty service in accordance with procedures established by BOXABL.
- (k) Dealer shall provide BOXABL with completed owner registration cards for each Unit sold, as provided in subparagraph 9(g) below.
- (l) Dealer shall maintain service capabilities that allow the Retail Location to receive and address requests for warranty and other repairs and service from Unit purchasers and BOXABL. Such service capabilities shall include, without limitation, the assignment, and identification to BOXABL, of an individual charged with overall responsibility for such capabilities.
- (m) Dealer shall promptly respond to and resolve Unit owner claims and perform repair, replacement and/or warranty service on Units (i) to the extent required by applicable Legal Requirements and/or Dealer's applicable warranty to consumers (if any), and at Dealer's sole cost and expense, and (ii) to the extent expressly authorized in writing, on a case-by-case basis, by BOXABL to perform warranty service on specific Units pursuant to BOXABL's Manufacturer's Limited Warranty as provided in Paragraph 11 below.

(n) Notwithstanding Dealer's right to sell or install other modular and/or factory-built buildings, or similar products at or from the Retail Location, including but not limited to the products of BOXABL's competitors, in the event Dealer receives information from BOXABL with regard to the identify and/or contact information of individuals or entities that have expressed interest in purchasing Units or other BOXABL products or in retaining Dealer to provide installation or other services in connection with BOXABL products, whether as a result of Dealer's participation in BOXABL's Third Party Service Directory or otherwise, Dealer understands and agrees that such information shall be used for the sole and exclusive purpose of marketing BOXABL Units and other products, and/or services related thereto, to such individuals or entities, and that Dealer shall not use such information for the purposes of marketing the products of any BOXABL competitors or any services related thereto to such individuals or entities without the prior, express, written consent of BOXABL, which BOXABL shall be entitled to refuse or condition in its sole discretion.

6. UNIT PRICING TO DEALERS; QUANTITIES; TAXES; MSRP:

(a) Purchase prices for BOXABL products to be sold and purchased pursuant to this Distribution Agreement shall be as established by BOXABL and disclosed to Dealer from time to time. All sales of Units and other BOXABL products shall be F.O.B. BOXABL's factory in North Las Vegas, Nevada.

(b) Unit purchase prices shall be inclusive of sales and use taxes, if any, applicable to BOXABL's sale of Units to Dealer, as shown in a separate line item on the invoice to Dealer and corresponding with the jurisdiction of the shipment's initial destination. As between BOXABL and Dealer, Dealer shall be solely responsible for any additional sales, use or other tax, or other governmental fees, that may be owed, either in BOXABL's, Dealer's, or any other jurisdiction and which may arise out of the Dealer's re-sale, installation or use of Units purchased from BOXABL.

7. ORDER PROCESS; PAYMENT; CANCELLATION; CHANGES:

All orders for Units and other BOXABL products (Orders) shall be in writing and mutually agreed to by the Parties, as follows:

(a) Dealer will submit proposed orders to BOXABL in writing, and to ensure clarity, may include desired floorplan markups, drawings, etc. Proposed orders shall include an executed Statement of Intended Use for each Unit ordered.

(b) BOXABL will confirm orders by promptly returning a completed sales order confirmation sheet ("Sales Order Confirmation"). BOXABL reserves the right to require dealer to pay a deposit on Unit orders ("Deposit"), the amount of which shall be set forth on the completed Sales Order Confirmation. Prior to or upon confirmation of an Order, the Parties will mutually agree on acceptable

payment methods (including bank wire / ACH details), subject to Dealer's satisfactory demonstration of availability of funds from a BOXABL approved source.

- (c) Upon receipt of the Sales Order Confirmation, the Dealer must ensure the Order is documented accurately. At a minimum this means that the Unit Model, Base and Option pricing, Deposit amount(s), and Dealer information is correct and verified. Dealer must confirm the accuracy of each completed Sales Order Confirmation by signing it and returning it to BOXABL. Any further changes, revisions, additions, or related items must be mutually agreed upon and confirmed in writing by BOXABL to be deemed effective.
- (d) Unless a charge is included in the Sales Order Confirmation for general liability or property damage insurance, such insurance shall not be provided by BOXABL.
- (e) Upon receipt of a completed Sales Order Confirmation, signed by Dealer, BOXABL will schedule and take appropriate steps to prepare for the manufacture of the Order, at which point the Deposit will be deemed earned, and will be invoiced to Dealer. ALL DEPOSITS EARNED BY BOXABL MAY BE NON-REFUNDABLE, AS DETERMINED BY BOXABL IN ITS SOLE REASONABLE DISCRETION, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Prior to issuance of any Shipment Invoice (defined below), any shipment dates for Dealer's Order that BOXABL may provide are only good faith estimates. BOXABL does not guarantee the date(s) when the Order or any Units included therein will actually be manufactured or available for shipment. BOXABL does not guarantee that all Units included in an order will be available for shipment together. Manufacture of any portion or all of an Order is subject to variables out of BOXABL's control, including acts of God or public enemy, acts of governmental authorities in either its or their sovereign or contractual capacity, fires, power outages, floods, epidemics, pandemics, quarantine restrictions, strikes, labor unrest, unusually severe weather and civil unrest.
- (f) BOXABL will notify Dealer when each Unit of the Order will be available for shipment ("Shipment Date") in a Shipment Invoice. In addition to a Shipment Date, the Shipment Invoice will also set forth the balance due for the Unit, which will be the pro-rata portion of the total Order price applicable to such Unit, less the pro-rata amount of the Deposit previously received by BOXABL ("Balance Due"). Where multiple Units will be available for shipment within the same week, BOXABL may require combined payments for its convenience.
- (g) The Balance Due shown on each Shipment Invoice must be paid by Dealer on or before the Shipment Date. If Dealer does not pay in full the Balance Due by or on the Shipment Date set forth in the Shipment Invoice, then, at BOXABL's election, BOXABL shall have the right to hold back the affected Unit(s) and any

remaining Units included in the Order until payment is made by Dealer for all remaining Units of the Order. Further, BOXABL shall have the right to treat Dealer's failure to pay in full the Balance Due as a cancellation of the remaining undelivered portion of the Order, subject to BOXABL's other remedies set forth in this Paragraph 7. Under no circumstances will any undelivered portion of the Order be made available for shipment to Dealer if any Balance Due is not fully paid.

- (h) BOXABL shall issue supplemental invoices to Dealer for parts, services, or related items (except as required to satisfy claims under BOXABL's Limited Warranty). Payment by Dealer shall be due upon receipt of such invoices unless otherwise agreed in writing.
- (i) Upon or contemporaneously with the Shipment Date, BOXABL shall provide Dealer with a manual containing all relevant information regarding each Unit shipped ("Owner Manual") including but not limited to the specifications to which the Unit was manufactured, the Unit's unique identification number, product and warranty information for each appliance and other item of equipment incorporated into the Unit, BOXABL's limited manufacturer's warranty ("Manufacturer's Limited Warranty"), and an owner registration card to be completed by Dealer and submitted to BOXABL as provided in subparagraph 9(g) hereof.
- (j) In the event Dealer seeks to cancel all or any part of an Order following execution of the Sales Order Confirmation sheet (or if Dealer breaches this Distribution Agreement following which BOXABL cancels an Order), then at BOXABL's election, in lieu of pursuing such remedies as may be accorded it under law, BOXABL may retain the Deposit as liquidated damages (and not a penalty), prorated to the extent of the cancellation and as not otherwise prohibited by law. Dealer acknowledges that the portion of the Deposit retained by BOXABL is a fair and reasonable estimate of the actual damages that BOXABL may incur in storing, remarketing and reselling the Units and other products included in the cancellation, which are costs that are otherwise impracticable or extremely difficult to determine. If BOXABL does not elect to retain the Deposit, or the applicable portion thereof, as liquidated damages, then BOXABL shall have the full right to pursue such remedies against Dealer for Dealer's cancellation (or breach) as are accorded it under applicable law.
- (k) All changes to Orders, including but not limited to any Dealer-requested changes to design, specifications or other product features relating to the Order or Units, must be approved by BOXABL in writing, and are subject to adjustments of the Order price and/or the Balance Due. BOXABL shall have the right to substitute similar or upgraded materials, without notice, in the event of material shortages or in the event of other supply chain disruptions.

8. SHIPMENT; STORAGE; RISK OF LOSS; TITLE:

- (a) Shipping. Unless otherwise agreed in writing between BOXABL and Dealer, it shall be Dealer's sole responsibility to arrange for, coordinate, and pay for shipping from BOXABL's factory in North Las Vegas, Nevada, to Dealer's desired location(s), whether such location(s) be the ultimate site of installation or any interim storage location(s). Dealer agrees to timely arrange for such shipping on the Shipment Date (or such later date as BOXABL shall agree to in writing). Dealer shall ensure that its designated transporters maintain in place such insurance as may be necessary to protect BOXABL from loss or damage during all phases of transport and delivery. Such insurance shall name BOXABL as an additional insured, and shall be primary and non-contributory to any of BOXABL's insurance policies. Dealer shall cause its transporter to provide BOXABL with proof of such insurance upon request. Upon Dealer's written request, BOXABL may agree (in BOXABL's sole discretion), to arrange, coordinate and pay for such shipping and insurance, on Dealer's behalf, in which case the cost of same will be included in the Balance Due.
- (b) Storage. In the event Dealer opts to store any Unit(s) prior to delivery to its installation location, Dealer shall be responsible for all costs of such storage, and of all loading and unloading of the Unit(s) at Dealer's storage location. Dealer shall be solely responsible to protect the Unit(s) from loss and damage during such storage. Dealer shall maintain in place such insurance as may be necessary to protect BOXABL from loss or damage during such storage. Such insurance shall name BOXABL as an additional insured, and shall be primary and non-contributory to any of BOXABL's insurance policies. Dealer shall provide BOXABL with proof of such insurance upon request.
- (c) Legal Title and Risk of Loss. To the fullest extent permissible under applicable law, legal title to each of the Units shall pass from BOXABL to Dealer upon BOXABL's delivery of such Unit, together with either a Manufacturer's Statement of Origin, or an assignment of a State of Nevada title certificate (either, a "Title Certificate") for such Unit, to Dealer. Notwithstanding anything to the contrary contained in this Agreement or in any subsequent agreement by which BOXABL agrees to assist Dealer with the arrangement of shipping or transportation of any of the Units, Dealer agrees and acknowledges that BOXABL's delivery of Units and Title Certificates to Dealer's designated transporter, or any other representative designated by Dealer in writing, at BOXABL's manufacturing facility in North Las Vegas, Nevada shall be deemed delivery to Dealer for all purposes. Transfer of legal title shall be deemed to occur at BOXABL's manufacturing facility in North Las Vegas, Nevada, notwithstanding the transfer or deposit of any part of the Purchase Price into a BOXABL bank account maintained at a banking institution at any other location. BOXABL shall bear the risk of loss or damage to the Unit(s) prior to delivery. Dealer assumes the risk of loss or damage to the Unit(s) immediately upon delivery to Dealer's transporter at BOXABL's manufacturing facility in North Las

Vegas, Nevada, without regard to whether such shipment is arranged, contracted for, or paid for, by Dealer or by BOXABL. Dealer waives claims against BOXABL relating to risk of loss after such risk is assumed by Dealer, without regard to whether any policies of insurance referenced in the foregoing subparagraphs 8(a) or 8(b) have been procured or are in effect.

9. DEALER'S UTILIZATION OF UNITS:

Dealer's placement of orders for Units shall be deemed an acknowledgement of its full and complete understanding of the conditions and circumstances precedent to its utilization of the Units, as set forth below.

(a) Licensed Installers. Unless Dealer shall self-perform the installation, it shall be Dealer's sole obligation to select and enter into an installation contract with a properly licensed and authorized installation contractor. Notwithstanding any training or endorsement of such installation contractor by BOXABL, it shall be Dealer's sole obligation to investigate the qualifications and capabilities of the installer with which it intends to enter a contract, and satisfy itself as to same. Installers that have received BOXABL training or that are listed on BOXABL's website or other materials are not, and shall not be deemed, the employees or agents of BOXABL. BOXABL shall not be responsible for the performance of any such installer, or any defects therein. Dealer shall cause the Units to be installed at their intended sites only by installers that are properly licensed to the extent required by applicable Legal Requirements. Dealer's contracts with installers shall comply with all applicable Legal Requirements.

(b) Installer Insurance and Indemnification Requirements. Dealer shall be responsible to cause all installers of BOXABL Units to maintain Commercial General Liability insurance for each installation, purchased from an insurance company lawfully authorized to issue insurance in the jurisdiction where the installation is to be performed, and written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including:

- (i) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- (ii) personal and advertising injury;
- (iii) damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- (iv) bodily injury or property damage arising out of completed operations; and
- (v) the installer's indemnity obligations under this subparagraph 9(b).

Such insurance shall be maintained for a period of three (3) years from the date of completion of the installation of the applicable Unit.

To the fullest extent permitted by law, the commercial general liability coverage required by this Distribution Agreement shall identify, by scheduled endorsement, (1) BOXABL as an additional insured for claims caused in whole or in part by the installer's negligent acts or omissions during the installer's operations; and (2) BOXABL as an additional insured for claims caused in whole or in part by the installer's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of BOXABL's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

Dealer shall provide BOXABL with certificates of insurance and such endorsements as may be required to demonstrate compliance with the insurance requirements of this subparagraph 9(b), acceptable to BOXABL, at the following times: (1) prior to commencement of installation work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon BOXABL's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted upon completion of the installation and thereafter upon renewal or replacement of such coverage until the expiration of the period required by this subparagraph 9(b).

To the fullest extent permitted by law, Dealer shall defend, indemnify and hold harmless BOXABL and its consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the installation of BOXABL's Unit(s), provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Dealer, anyone directly or indirectly employed by Dealer or anyone for whose acts Dealer may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In the event Dealer retains any contractors or subcontractors to perform all or a portion of its work to install one or more Units, Dealer shall include the foregoing insurance and indemnity obligations in its written agreement(s) with such contractors or subcontractors.

The provisions of this subparagraph 9(b) shall survive the expiration or termination of this Distribution Agreement.

- (c) Government Approvals. As between BOXABL and Dealer, Dealer will be responsible for all governmental approvals, permits and inspections required for the placement, installation/erection, and modification of the Units at their intended sites and for occupancy of the Units, including, without limitation, utility service, wastewater and occupancy permits, as well as all investigations, applications, site work and Unit finishing operations that are necessary to comply with all statutes, regulations, ordinances and building and zoning codes applicable thereto, including but not limited to use zone requirements, wind pressure requirements, sloped roof requirements, snow load requirements, earthquake and anchoring requirements, setbacks, area limitations, site development requirements, and architectural / aesthetic requirements. The Units have been constructed to comply with applicable federal, state and local building codes and, where applicable, the governing state's requirements for modular and/or factory-built buildings. Notwithstanding the foregoing, depending on the authority having jurisdiction ("AHJ"), sections within the different codes and standards to which the Units have been designed to comply may lend themselves to differing interpretations. Dealer acknowledges and agrees that, whether or not the local jurisdiction currently has or does not have specific codes and/or regulations applicable to modular or factory-built structures, knowledge of and compliance with the specific placement, construction, installation, inspection and similar requirements of the installation locality's AHJ is the responsibility of Dealer, including, where applicable, or in conjunction with, Dealer's locality-licensed installation contractor. In the event BOXABL is required to issue any payment to the AHJ in connection with Dealer's installation of the Units, whether for permits, plan review, inspections or otherwise, Dealer shall promptly reimburse BOXABL the full amount of such payment.
- (d) Site Preparation. Dealer is responsible for installation of the Units at their intended sites, and for utility, water and waste water hook-ups. It is Dealer's responsibility to select such sites for the Units, and to perform site preparation for receiving the Units, including but not limited to foundation preparation, utility-line routing, well or town water supply and connection, plumbing or septic field preparation, driveway construction, deck, steps, walkway, driveway installation, grading and landscaping, as is appropriate for the complete and safe utilization and habitation of the Units.
- (e) Unit Deployment. A crane, telehandlers or alternative lifting device is required for Unit deployment, and it is Dealer's responsibility to make appropriate arrangements for having such equipment available at the site or sites chosen for Unit deployment. The operations associated with the deployment of the folded floor, wall and roof portions of the Units are inherently dangerous and can lead to injury or death to those personnel involved in the deployment

operations. BOXABL will provide unpacking instructions which must be followed during Unit deployment. At BOXABL's sole discretion and at Dealer's cost, BOXABL may assign a deployment advisor to oversee and consult on the Dealer's unpacking and installment operations. BOXABL's provision of such an advisor shall not relieve Dealer of its responsibilities under this Distribution Agreement including, but not limited to, obtaining government approvals, preparing the site, procuring a general contractor, unpacking and installing the Unit, and obtaining a government assessment, and Dealer shall remain solely responsible for all operations relating to Unit deployment and installation and any injuries or damage resulting therefrom.

- (f) Unit Finishing. The Units are not finished dwellings and will require finishing operations after deployment and prior to occupancy, such as but not limited to roof framing/trusses, roof decking and shingling, gutter installation, TPO roof installation or other weather-sealing, all of which will result in additional construction, permitting, inspection and/or other costs beyond the Purchase Price, for which BOXABL shall not be responsible.
- (g) Occupancy. Upon completion of Dealer's installation of each Unit, Dealer shall be responsible to procure the issuance of a certificate of occupancy (or its equivalent) from the installation locality's AHJ. Prior to or upon the issuance of such certificate of occupancy, Dealer shall deliver the BOXABL-provided Owner Manual to the owner of the Unit, shall review the contents thereof with the owner, shall complete the owner registration card contained therein with such owner's information, and shall deliver such owner registration card to Boxabl.
- (h) Governmental Assessments. BOXABL will have no responsibility for any state, county, municipal, village or other local property taxes or assessments arising from the placement or installation of the Units at their intended sites. In the event BOXABL is held responsible for any such taxes or assessments, Dealer shall reimburse BOXABL for same promptly upon written demand.
- (i) Responsibility for Cost of Compliance. Dealer acknowledges and agrees that, as between BOXABL and Dealer, Dealer shall be solely responsible for all costs of compliance with its obligations and responsibilities as set forth in this Paragraph 9 and elsewhere in this Distribution Agreement.

10. DISCLAIMER AND EXCLUSION OF WARRANTIES:

- (a) BOXABL Warranties: BOXABL's limited manufacturer's warranty applicable to Units shall be as set forth in the BOXABL Manufacturer's Limited Warranty annexed hereto as Exhibit A ("Limited Warranty"), and which shall be included in the Owner Manual provided to Dealer with each Unit. Such Limited Warranty is expressly made in lieu of any other warranties, written or oral, express or implied, and shall be for the sole benefit of the original purchasers of such Unit

from Dealer. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS BETWEEN BOXABL AND PURCHASERS AND AS BETWEEN BOXABL AND DEALER, BOXABL HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO ANY BOXABL UNITS OR OTHER PRODUCTS SOLD TO OR THROUGH DEALER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT OTHERWISE EXCEED THE LEGAL WARRANTIES REQUIRED BY APPLICABLE LAW. BOXABL FURTHER DISCLAIMS ALL WARRANTIES FOR APPLIANCES INCLUDED IN THE SALE OF THE UNIT, AND COMPONENTS OF ANY INSTALLED SYSTEM, FOR WHICH MANUFACTURER'S WARRANTIES ARE MADE AVAILABLE TO THE PURCHASER OF THE UNIT. DEALER ACKNOWLEDGES THAT ALL WARRANTIES, EXPRESS OR IMPLIED, THAT ARE NOT EXPRESSLY ASSUMED BY BOXABL HEREIN ARE WAIVED AND EXCLUDED, UNLESS CONTRARY TO APPLICABLE LAW.

- (b) Dealer Warranties: The Dealer shall issue such warranties and guarantees to purchasers of BOXABL Units and other products as may be required pursuant to applicable Legal Requirements. As between BOXABL and Dealer, Dealer shall be responsible for compliance with, and satisfaction of, all warranties required by, or implied pursuant to, applicable Legal Requirements, unless contrary to applicable law or otherwise provided pursuant to BOXABL's Limited Warranty. The Dealer shall not furnish any warranties to purchasers in connection with the sale of BOXABL Units or other products that in any way expand or extend BOXABL's responsibilities pursuant to the BOXABL Manufacturer's Limited Warranty or any other BOXABL warranty required by applicable law.

11. RESOLVING UNIT OWNER CLAIMS; DEALER SERVICE:

As between BOXABL and Dealer, Dealer shall be solely responsible for resolving all claims for damage to or defects in Units that are caused by Dealer's transportation, storage, installation, modification and service of the Units, or are otherwise not covered by BOXABL's Manufacturer's Limited Warranty.

Resolving claims for damage or defects in Units that are covered by BOXABL's Manufacturer's Limited Warranty shall be the respective responsibility of BOXABL or Dealer, as follows:

- (a) BOXABL Responsibilities:
- (i) Request Dealer's assistance with performance of warranty service pursuant to BOXABL's Manufacturer's Limited Warranty.
 - (ii) Communicate to and work with the assigned Dealer customer service representative for resolution of Unit owner claims covered by BOXABL's Manufacturer's Limited Warranty.

- (iii) Provide Dealer with a replacement parts and/or equipment to facilitate Dealer's performance of warranty services pursuant to BOXABL's Manufacturer's Limited Warranty.
- (iv) Perform, or arrange the performance of, structural or other repairs or replacements covered by BOXABL's Manufacturer's Limited Warranty and that are beyond the typical scope of Dealer repairs and replacements due to the need for specialized skills or equipment.

(b) Dealer Responsibilities:

- (i) Receive and process Unit owner claims for repairs and/or service covered by BOXABL's Manufacturer's Limited Warranty.
- (ii) Promptly advise BOXABL, in writing, of Unit owner claims for repairs and/or service covered by BOXABL's Manufacturer's Limited Warranty.
- (iii) Communicate to and work with the assigned BOXABL customer service representative for resolution of Unit owner claims covered by BOXABL's Manufacturer's Limited Warranty.
- (iv) Upon written request by BOXABL, perform, or arrange the performance of, non-structural or other repairs or replacements covered by BOXABL's Manufacturer's Limited Warranty that are within the typical scope of Dealer's capabilities.

Upon BOXABL's written request to Dealer to perform, or arrange the performance of repairs or replacements covered by BOXABL's Manufacturer's Limited Warranty, BOXABL and Dealer shall negotiate and agree on a pre-authorized price to be paid for such warranty service. Unless otherwise agreed in advance, Dealer shall invoice BOXABL for such warranty service upon completion of the service. Dealer invoices for authorized warranty service will be processed and paid by BOXABL within fourteen (14) days of receipt. Dealer shall utilize BOXABL-authorized service forms for warranty service administration.

12. **DISCLAIMER OF LIABILITY; LIMITATION ON DAMAGES:**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOXABL SHALL NOT BE LIABLE TO DEALER IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OR THE CLAIM, DEMAND OR ACTION, ALLEGING ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, ARISING OUT OF THE TRANSPORT, SITING, DEPLOYMENT, FINISHING, OCCUPANCY, USE OR POSSESSION OF THE UNITS SOLD TO DEALER, OR ANY RE-SALE OR INABILITY TO RE-SELL THE UNITS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEALER WAIVES ALL CLAIMS AGAINST BOXABL FOR INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES DUE TO DEFECTS IN THE UNITS OR ANY OTHER BREACH OF THIS DISTRIBUTION AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE AMOUNT OF MONEY

DAMAGES FOR WHICH BOXABL MAY BE LIABLE TO PAY TO DEALER UNDER THIS AGREEMENT WITH RESPECT TO CLAIMS ARISING IN CONNECTION WITH ANY INDIVIDUAL UNIT, RESULTING FROM ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE PURCHASE PRICE ACTUALLY PAID BY DEALER TO BOXABL FOR SUCH UNIT.

13. INDEMNIFICATION:

To the fullest extent permitted by applicable law, Dealer shall defend, indemnify, and hold BOXABL and its successors and assigns harmless from all losses, costs, liabilities, damages, claims and expenses (including reasonable attorney's fees), arising out of or resulting from (a) Dealer's breach of this Distribution Agreement, (b) Dealer's operation of the dealership, (c) Dealer's transportation, storage, re-sale, distribution, installation, erection, modification, occupancy, repair, and/or service of the Units or other BOXABL products, and (d) Dealers' warranties (express or implied) applicable to the Units, with the exception of claims expressly covered by BOXABL's Manufacturer's Limited Warranty. This indemnification, defense and hold harmless obligation shall survive the expiration or termination of this Distribution Agreement.

14. INTELLECTUAL PROPERTY; OWNERSHIP MATERIALS:

(a) Dealer acknowledges that BOXABL is and shall be deemed the sole owner and authorized user of BOXABL trademarks, service marks, trade names, logotypes product names, and other BOXABL intellectual property including but not limited to commercial symbols identifying or identified with BOXABL ("Trademarks"). This Distribution Agreement shall not convey to Dealer any right to use such Trademarks. Dealer shall not use any such Trademarks without the express written permission of BOXABL, including but not limited to such use as part of any corporate name, internet address, or with any prefix, suffix or other modifying words, terms, designs, symbols or in any modified form, nor use any words confusingly similar thereto.

(b) BOXABL retains all rights, title, and interest in rights to the Assets, including all intellectual property rights therein, and that all use of the Assets by Dealer shall inure solely to the benefit of and be available to BOXABL. This Agreement does not transfer any ownership rights in the Assets to Dealer.

(c) Dealer acknowledges that it acquires no ownership right, title or interest in the Assets by virtue of this Agreement. Dealer recognizes the value of the Assets, and that the royalty-free nature of the licenses herein in no way indicates the monetary value of the BOXABL Marks, either as of the date of commencement or in the future, and acknowledges that the goodwill attached to the Assets used by the Dealer belongs to BOXABL and that such Assets have secondary meaning in the mind of the public. Dealer shall not contest title and/or attack the property rights of BOXABL in and to the Assets. Dealer shall not anywhere apply to register, or cause to be registered, any work, corporate logo,

name or trademark consisting of, comprising or containing the Assets, the name BOXABL, or any designator confusingly similar to any of the foregoing, including without limitation any registration in the United States Copyright Office, the United States Patent and Trademark Office, any state Secretary of State's office, as any Internet domain name, or to identify any social networking webpage.

(d) Records, information, data or files which Dealer receives from BOXABL and all images, photography, video, film, records, files and documents that are produced in connection with this Agreement are the property of BOXABL. At BOXABL's request, Dealer agrees to promptly return to BOXABL all BOXABL property, including all materials reflecting any Confidential Information or, at BOXABL's option, to destroy such materials and provide a representation confirming destruction of such materials. Dealer represents that Dealer has the requisite right, power, capacity and authority to enter into, sign and deliver in this Agreement as required under this Agreement.

(e) Dealer acknowledges that any breach of this Agreement shall cause BOXABL irreparable harm, for which an award of damages would not be adequate compensation and agree that, in the event of such breach or threatened breach, BOXABL will be entitled to equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court without the requirement of posting a bond, in addition to any other remedy to which BOXABL may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

15. TERMINATION:

(a) Termination for Cause: BOXABL shall have the right to terminate this Dealer Agreement and Dealer's right to operate a BOXABL Retail Location effective immediately upon delivery of written notice of such termination to Dealer if:

- (i) Dealer fails to pay BOXABL or its affiliates any amounts due under the terms of this Distribution Agreement, or any other Agreement, and Dealer fails to cure such default within ten (10) days after receipt of written notice from BOXABL;
- (ii) Dealer, without the advance written consent of BOXABL, ceases to do business at the Retail Location, relocates the Retail Location, or sells BOXABL products from any location other than the approved Retail Location;
- (iii) Dealer or any direct or indirect owner of Dealer is convicted of a felony or any other crime, or is engaged in conduct that in the reasonable judgment of BOXABL may adversely impact BOXABL's business reputation or its Trademarks;

- (iv) Dealer becomes insolvent or makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated bankrupt, or if a trustee or receiver is appointed for the assets of Dealer; or
- (v) Dealer fails to maintain its authority to transact business in the state or local jurisdiction in which the Retail Location is located or in which Dealer installs Units.

(b) Termination With or Without Cause: Either BOXABL or Dealer may terminate this Distribution Agreement, with or without cause, on 60 days written notice to the other Party.

(c) The Dealer agrees to pay for, and take delivery of, and BOXABL agrees to provide, all Units on order at the time of termination, subject to the cancellation provisions of Paragraph 7.

16. RESOLUTION OF DISPUTES:

The Parties hereby irrevocably agree that in the event of any dispute between the Parties, the exclusive method of binding dispute resolution shall be litigation. The Parties hereby submit to the exclusive jurisdiction of the state courts of Nevada located in Clark County, Nevada for any and all disputes arising from this Agreement or the subject matter thereof, and agree not to commence any action, suit or proceeding except in such courts. The prevailing Party in such litigation shall be entitled to recover its costs and its reasonable attorney fees from the other Party.

17. NOTICES:

Any Notice required to be given under this Distribution Agreement shall be provided in writing and delivered personally, by U.S. Mail, e-mail, or by expedited delivery through a private national carrier service, such as Federal Express or United Parcel Service, at the respective addresses of the Parties set forth herein. Notices shall be deemed effective upon receipt.

18. NO ASSIGNMENT:

Dealer shall not transfer or assign any right or obligation under this Distribution Agreement without BOXABL's prior written consent. Any transfer or assignment of any kind without BOXABL's prior written consent shall be invalid and ineffective for all purposes.

19. GOVERNING LAW:

All disputes arising out of or relating to this Distribution Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, without giving

effect to any choice of law rules or any principle calling for application of the law of any other jurisdiction.

20. WAIVER:

Unless otherwise provided, the failure of either BOXABL or Dealer at any time to demand strict performance by the other of any terms, covenants or conditions set forth herein, shall not be constructed as a continuing waiver or relinquishment thereof, and either Party may, at any time, demand strict and complete performance by the other of said terms, covenants or conditions.

21. SEVERABILITY:

In the event that any of the terms of this Distribution Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever, any of the other terms, or the remaining portion of any term held to be partially invalid or unenforceable.

22. HEADINGS:

The headings of the various paragraphs herein are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions of this Distribution Agreement.

23. ENTIRE AGREEMENT:

This Distribution Agreement constitutes the entire agreement between the Parties, and ONLY THOSE TERMS IN WRITING MAY BE ENFORCEABLE AND NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN DISTRIBUTION AGREEMENT MAY BE LEGALLY ENFORCEABLE. No changes, modifications, amendments or supplements to this Distribution Agreement shall be valid unless the same shall be in writing and signed by BOXABL and Buyer. No waiver of any provision of this Distribution Agreement shall be valid unless in writing and signed by the Party against whom charged. This Distribution Agreement supersedes and replaces all prior agreements and understandings, oral or written, between BOXABL and Dealer regarding the sale and purchase of modular and/or factory-built buildings and related BOXABL products.

24. EXECUTION:

This Distribution Agreement may be executed by hand or by mutually acceptable electronic means, and any electronic image that has been duly executed, or displays indicia of due execution by both Parties thereon, shall be given the same effect or be deemed an original. Each Party represents and warrants that the individual signing this Distribution Agreement on its behalf has full power and authority to execute it, and that such execution has been duly authorized by such Party.

25. STATE-SPECIFIC CHANGES AND DISCLOSURES.

Colorado. The following provisions are applicable only to purchases of Units that are subject to the laws of the State of Colorado:

Pursuant to CO Code § 24-32-3325(1) (2022), BOXABL makes the following required disclosures to Dealer:

(a) Dealer may have no legal right to rescind an Order absent delinquent delivery or the existence of a specific right of rescission set forth in such Order or in this Distribution Agreement;

(b) If required to maintain an escrow account by the Colorado Department of Local Affairs, Division of Housing (“Division”), BOXABL has a separate fiduciary account in compliance with Rules of the State Housing Board of the State of Colorado with regard to manufactured housing installations (8 CCR 1302-7 (RESOLUTION # 38 MANUFACTURED HOUSING INSTALLATIONS)) (“Board Rules”), and a letter of credit, certificate of deposit, or surety bond in an amount required in the Board Rules;

(c) An aggrieved person may file a complaint with the Division against BOXABL for a refund of any payment held in escrow by BOXABL; and

(d) An aggrieved person may bring a civil action pursuant to Section 6-1-709 of the “Colorado Consumer Protection Act” (“CSPA”) (CO Rev Stat § 6-1-709 (2016)), to remedy violations of seller requirements set forth in Part 33 of Article 32 of Title 24 of the Colorado Code (CO Rev Stat § 24-32-3301 *et seq.* (2022)). However, damages are limited in accordance with Section 6-1-113(2.5) of the CSPA (CO Rev Stat § 6-1-113 (2016)).

Pursuant to CO Code § 24-32-3325(2)(a) (2022), BOXABL and Dealer acknowledge that at the time of execution of this Distribution Agreement, and at the time of Dealer’s placement of any Order or the issuance of any Sales Order Confirmation, it is not, and will not be, possible to determine a date certain for the delivery of the Unit(s) included in such Order(s) (*i.e.*, the Shipment Date referenced above), and that the delivery preconditions that must occur before a date certain can be determined are set forth in Paragraphs 7 and 8 hereof.

Pursuant to C.R.S.A. § 24-32-3325(2)(b), BOXABL and Dealer acknowledge that if delivery of the Unit(s) is delayed by more than sixty days after the delivery preconditions set forth in Paragraphs 7 and 8 hereof have been met such that the Shipment Date can be established, BOXABL, will either (at BOXABL’s election) refund the down payment (*i.e.*, the Deposit) applicable to the Unit(s) subject to such delay, or provide a reasonable *per diem* living expense to the Dealer for the days between the sixty-first day after the delivery preconditions set forth in

Paragraphs 7 and 8 hereof have been met, and the actual date of delivery, unless the delay in delivery is unavoidable or caused by the Dealer.

Nevada. The following provisions are applicable only to purchases of Units that are subject to the laws of the State of Nevada:

Pursuant to NEV. REV. STAT. § 489.7154(b), BOXABL and Dealer acknowledge that (a) the identification number or identifying marks of the factory-built housing shall be set forth in the Sales Order Confirmation and/or the Owner’s Manual applicable to each Unit; and the “Deposit” referenced in Paragraph 7 hereof shall be deemed the first installment payment for the sale that is due from the Dealer.

Texas. The following provisions are applicable only to purchases of Units that are subject to the laws of the State of Texas:

Pursuant to 16 TAC § 70.78, BOXABL hereby provides Dealer with the name, mailing address, web address and telephone number of the Texas Department of Licensing and Regulation for purposes of directing complaints to the department:

Name: Texas Department of Licensing and Regulation; Industrialized Housing and Buildings
Mailing Address: P.O. Box 12157, Austin, TX 78711
Web Address: <https://www.tdlr.texas.gov/complaints/>
Telephone Number: 800-803-9202 (Texas only) or 512-463-6599

IN WITNESS WHEREOF, the Parties have executed this Distribution Agreement effective the date and year first above written.

BOXABL INC.

DEALER

By (Printed) _____

By (Printed) _____

By (Signature) _____

By (Signature) _____

Title _____

Title _____

Date _____

Date _____

Email _____

Email _____

Exhibit A

BOXABL Manufacturer's Limited Warranty



MANUFACTURER'S LIMITED WARRANTY

Boxabl, Inc. ("Boxabl"), the manufacturer of the "Casita" Unit ("Unit") described in the Specification Sheet included in the Homeowner Manual included with the Unit warrants to the Unit's original purchaser ("Buyer") that the Unit has been manufactured in accordance such specifications, and will be free from substantial defects in materials or workmanship used or furnished in the manufacturing of Boxabl's product ("Covered Defect") for a period of the greater of (a) one year following the date of issuance of the Certificate of Occupancy (or its equivalent) for the Unit, or (b) the minimum duration of any warranty made applicable to the Unit pursuant to governing law ("Limited Warranty"). This Limited Warranty extends only to Buyer, and is not transferable to any subsequent owner of the Unit except to the extent required by applicable law. For purposes of this Limited Warranty, references to Boxabl shall not be deemed to include any dealer or re-seller or Boxabl Units or other products.

Original equipment supplied by Boxabl as part of the Unit, such as heating and cooling equipment, furnaces, air conditioners; and major appliances, such as water heaters, cooking stoves, refrigerators, plumbing fixtures, electrical equipment, roofing, chassis, and other appliances ("Equipment") is warranted solely by the manufacturers or suppliers of such Equipment. Equipment warranties, including contact information for its manufacturers or suppliers, is included in the Homeowner Manual. Buyer's sole remedy as to defects in such items (other than defects resulting from improper factory installation) shall be as available pursuant to such manufacturers' or suppliers' warranties.

To make a claim under Boxabl's Limited Warranty, the Covered Defect must arise within the timeframe set forth above, and Buyer must provide notice of the claim, in writing, within fourteen (14) days after discovery of the subject Covered Defect. Written notice of claims must be sent to the dealer that sold the Unit to Buyer ("Dealer"), at the address provided in the Homeowner Manual. By submitting notice of a claim to Dealer, Buyer agrees to grant Boxabl or its authorized representative access to the Unit to inspect the claimed defect, and to take appropriate corrective action if warranted. Boxabl reserves the right to determine whether the claimed defect falls within the terms of this Limited Warranty.

Boxabl's obligations under this Limited Warranty are expressly limited to repair or replacement, at Boxabl's option. In the case of replacement, if the identical relevant Unit component is not available, Boxabl will install a similar component of an equal or greater quality/finish than the component being replaced. Buyer agrees that any removed and replaced component becomes the property of Boxabl. Boxabl's actions, in the form of repair or replacement pursuant to this Limited Warranty, shall not extend the limitations period applicable to the Limited Warranty set forth above. For the avoidance of doubt, Unit component(s) repaired or replaced pursuant to the Limited Warranty shall be subject to the original limitations period applicable to the relevant Unit as a whole. In the event of a breach or repudiation of this Limited Warranty by Boxabl, Buyer shall not be entitled to recover any incidental or consequential damages as defined in applicable law governing the sale of goods.



This Limited Warranty does not apply to any alleged conditions or defects aside from Covered Defects. The following list describes, without limitation, certain types of conditions or defects, and/or causes of conditions or defects, not covered by the Limited Warranty:

- Acts of God, accident or casualty;
- Failure to use the Unit for its intended purpose, as set forth in the Statement of Intended Use executed by Buyer and submitted to Boxabl;
- Governmental use, including all military, police and emergency shelter dispositions;
- Commercial use;
- Abuse, negligence, and/or vandalism;
- Normal wear and tear under normal usage;
- Failure to perform customary routine maintenance;
- Failure to maintain adequate internal climate;
- Damage to the Unit which may occur after the date on which the Unit leaves Boxabl's factory ("Shipment Date") including damage incurred during the course of transport, delivery, placement, and/or installation of the Unit;
- Conditions or defects caused by or arising from site location or site preparation for the Unit, including but not limited to inadequate foundation, settling, shifting soil and ground water flow, ponding or drainage;
- Damage to the Unit caused by or arising as a result of improper installation, including without limitation improper deployment of floor portions, walls or wall portions, or roof portions;
- Defective or poor workmanship in the Unit's installation and/or connection to utilities;
- Damage, defects or other conditions resulting from alterations, additions, modifications or improvements to the Unit, performed by any person or entity other than Boxabl following the Shipment Date;
- Damage, defects, or other conditions resulting from installation of equipment or appurtenances performed by any person or entity other than Boxabl following the Shipment Date;
- Conditions resulting from repairs to the Unit or its appliances, and/or heating and air conditioning equipment, performed by any person or entity other than Boxabl (or its authorized warranty service representative) following the Shipment Date;
- Improper utility service, such as excessively high water pressure, excessive voltage or current spikes and/or malfunctioning waste water connections;
- Noncompliance of the selection, installation, modification or use of the Unit with any location-specific statutes, regulations, ordinances, and/or building and zoning codes applicable thereto, including but not limited to wind rating, snow load, and/or earthquake and anchoring requirements, unless such exclusion from warranty coverage is contrary to applicable law; and
- Noncompliance of the selection, installation, modification or use of the Unit with any specifications required for the issuance of a certificate of habitability, certificate of occupancy, and the like.



THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED, OR IMPLIED. BOXABL HEREBY DISCLAIMS AND EXCLUDES FROM THIS WARRANTY ANY AND ALL WARRANTY OBLIGATIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT OTHERWISE EXCEED THE LEGAL WARRANTIES REQUIRED BY APPLICABLE LAW. BOXABL FURTHER DISCLAIMS ALL WARRANTIES FOR APPLIANCES INCLUDED IN THE SALE OF THE UNIT, AND COMPONENTS OF ANY INSTALLED SYSTEM, FOR WHICH MANUFACTURER'S WARRANTIES ARE MADE AVAILABLE TO THE BUYER. BUYER ACKNOWLEDGES THAT ALL WARRANTIES OF THE UNIT, EXPRESS OR IMPLIED, THAT ARE NOT EXPRESSLY ASSUMED BY BOXABL HEREIN ARE WAIVED AND EXCLUDED, UNLESS CONTRARY TO APPLICABLE LAW.

Boxabl neither assumes, nor authorizes any other person to assume for it, any liability in connection with the Unit or its component parts and expressly disavows any liability for commitments, agreements or arrangements made by any of its employees, agents, or dealers that are not officed at 5345 E. North Belt Rd., North Las Vegas, NV 89115.

Acknowledgement and Consent of Buyer

I hereby acknowledge that I have read, understand, and consent to the terms of the foregoing Boxabl Manufacturer's Limited Warranty.

Buyer

Signature: _____

Print Name: _____

Address: _____

Date: _____

Exhibit B

Statement of Intended Use



STATEMENT OF INTENDED USE

Job site: Project/Building Permit: _____
Address: _____
City/County/State: _____

I/we, as owner/s of the above-described property, do hereby certify that the Boxabl Casita(s) will be used for the following;

(Give specific details on the intended use of the building):

I understand that any alternate use and non-compliance with this statement may result in the Boxabl Casita not being covered under the Boxabl Manufacturer’s Limited Warranty.

Property Owner’s Signature*: _____ Date: _____

Boxabl's Acceptance of Use _____ Date: _____
Signature*:

Please be advised that any statement will be used to determine consistency with all applicable land use regulations. Permits from the Local Authority having Jurisdiction (LAJ) - will be required for any electrical, mechanical, foundation or plumbing installations.