



TERMS AND CONDITIONS OF SALE

1. Terms and Conditions: These Terms and Conditions govern the sale of the Voltea ("Seller") Products and Services stated in the Purchase Order ("Order"). The Order and these Terms and Conditions constitute the entire agreement between Seller and the entity named in the Order ("Buyer") and supersede all prior written or oral communications, representations or understandings between the Parties about the Products or Services. These Terms and Conditions take precedence over and cancel any other, different or conflicting terms and conditions of Buyer's purchase order.

2. Prices: Product prices do not include fees for crating, insurance or shipping, unless stated otherwise in the Order. Buyer is liable for, and agrees to pay, taxes imposed by any governmental authority on this sale, including sales, use, excise, value-added, withholding or other taxes, duties or fees. Subject to Sections 5 and 6 below, all sales are final.

3. Payment: Payment shall be by bank wire transfer, irrevocable letter of credit or other means acceptable to Seller. Seller may charge up to 1.0% interest per month on late payments.

4. Shipping: Shipments will be made Ex-Works Seller's facility, unless the Order states otherwise. Title and risk will pass in accordance with the agreed upon Incoterms. Seller will use reasonable efforts to deliver the Products in keeping with its estimated ship date, but does not guarantee delivery dates.

5. Express Warranty: Seller warrants to the first user of the Products that: (i) the Products will conform to their specifications and be free of defects in material and workmanship for 12 months after shipment. (ii) Repaired Products and components will be free of defects for the remaining period of the original warranty or 6 months after shipment, whichever is longer. This express warranty does not cover damage resulting from misuse, neglect, accident, alteration, acts of God or failure to follow the procedures and instructions specified in Seller's operations and maintenance manuals. Buyer, not Seller, is responsible for selecting materials and components that meet performance and safety requirements for a product's intended application. In the case of products not of Seller's own manufacture or development, the only warranty available is the warranty provided by the original manufacturers, and Seller gives no warranty on behalf of the manufacturers of such items.

6. Limited Remedy: Except where otherwise provided, Seller's sole obligation, and Buyer's sole and exclusive remedy, for any warranty or claim related to a Product or Service shall be for Seller, at its option, to repair or replace the Product or re-provide the Service; or, if the foregoing is not possible, to refund Buyer the amount paid to Seller for the applicable Product or Service. THE REMEDY SET FORTH IN THIS SECTION 6 IS EXCLUSIVE AND IS GRANTED IN LIEU OF ALL OTHER REMEDIES.

7. Warranty Disclaimer: OTHER THAN AS SET FORTH IN SECTION 5 SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE PRODUCTS OR SERVICES AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. Warranty Returns: Warranty claims must be made in writing during the warranty period. Products, excluding complete Integrated Systems, believed to be defective must be shipped to Seller within 30 days of the written claim at Buyer's expense in accordance with Seller's Return Material Authorization Procedure. Seller will repair or replace any Product reasonably determined to be defective and return the unit via standard shipping at its expense.

9. Replacement Products: During the warranty period, if Buyer believes that a Product is defective, Seller will ship individual replacement Products, excluding complete Integrated Systems, before confirming warranty coverage ("Advance Replacement Products") against receipt by Seller of a correctly filled-out and signed copy

of Seller's Sales Confirmation Form. If the returned Product is covered by Warranty, Buyer will be exempted from payment of the price stated on the Form for the supplied Advance Replacement Product. If Seller reasonably determines that the returned Product is not covered by Warranty, payment will be due in accordance with the Form.

10. Service: For applicable fees and expenses, Seller will supervise the installation and commissioning of the Products ("Services"). Commissioning service hours must be scheduled or used within 180 days of the date of acceptance of Voltea of the purchase order of the Buyer, or the commissioning hours will expire. Seller assumes no responsibility for construction details or for the work of other suppliers or contractors.

11. EU Export Compliance. Buyer agrees not to export or re-export the Products to countries subject to embargoes or other European trade sanctions, nor to prohibited or denied persons or entities, without proper government licenses.

12. Suspension: Buyer shall have the right to suspend the Order or otherwise delay delivery at any time between the date of placement of the Order and 30 days prior to the agreed delivery date provided delivery is delayed less than 60 days. If Buyer decides to delay shipment within the last 30 days prior to the agreed delivery date and/or if delivery at any time is postponed 60 days or more, Buyer shall reimburse the reasonable substantiated extra cost of storing, protecting and insuring the Products (if any), plus a fee equal to 2.5% of the total value of the corresponding Order for each month delivery is postponed ("Storage Fee").

13. Cancellation: Cancellation of orders will be subject to a fee equal to the greater of: (i) a restocking charge of 20% or (ii) direct costs incurred by Supplier for completed Products and work in process, including parts, labor and overhead, prior to the date of the cancellation notice.

14. Limited Liability: EXCEPT FOR WILLFUL MISCONDUCT, FRAUD, PERSONAL INJURY OR DEATH, IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR SAVINGS, LOSS OF USE OF ANY PRODUCT OR SERVICE, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS SALES CONTRACT. SELLER'S MAXIMUM LIABILITY TO THE BUYER UNDER THIS SALE SHALL BE LIMITED TO THE PRICE BUYER PAID FOR THE PRODUCTS AND SERVICES. BUYER EXPRESSLY AGREES TO THE LIMITS ON SELLER'S LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT, WITHOUT ITS AGREEMENT TO THESE LIMITATIONS, THE PRICES FOR THE PRODUCTS AND SERVICES WOULD BE HIGHER.

15. Confidentiality: Each Party agrees to hold in confidence Confidential Information disclosed to it by the other party and to use such information solely for the purpose of performing its obligations under these Terms and Conditions. "Confidential Information" means any plans, drawings, know-how, data, methods of operation or other technical or business information disclosed by one Party to the other as part of the sale, but does not (or will cease to) include Information (i) that is or becomes publicly available or known through no fault of the receiving Party, (ii) was rightfully known to the receiving Party at the time of disclosure, (iii) was rightfully obtained from a third-party or (iv) is disclosed with the consent of the disclosing Party. Breach of this term shall entitle the non-breaching Party to injunctive and such other appropriate relief notwithstanding Section 16 below.

16. Force Majeure: Each Party will be entitled to an extension of any obligation, except payment, for delay caused by an event which is beyond its reasonable control and could not by the use of diligence be overcome, including without limitation or interpretation, acts of war (whether declared or not), fire, flood, sabotage, shipwreck, embargo, explosion, labor unrest, strikes, lock-outs, works to rule or go-slows, accident, riot, act of a governmental authority, act of God or natural calamity.

17. Governing Law/Disputes. These Terms and Conditions and any dispute arising out of or related to this sale will be governed by the laws of the Netherlands, excluding its conflict-of-law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

Buyer's Signature: _____

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September 16, 2015