

Green Power Technologie, SAS

Article 1 – Subject and field of application

1.1 All goods and services orders, called sales, imply the acceptance without restriction by buyer and its full membership to the general terms and conditions of sale which prevail over any other document of the buyer, and specifically over any terms and conditions of purchase, unless expressly agreed, written and prior consent of our society.

1.2 These General Terms and Conditions of Sale apply to all sales made by our society, unless specifically approved, prior to the order, and written agreement between the parties.

1.3 Any other document that the general terms and conditions of sale, and in particular, catalog, flyers, ads, notices, are merely informative and indicative, non-contractual.

Article 2 – Orders

2.1 Any order or change order must indicate the identity's buyer (company name, surname, head office or address, legal form, SIRET) and must be addressed to us either by a written document, or by email. The sale is complete only after express acceptance's order of our society by buyer and this, by sending our order confirmation standardized on paper form or by email.

2.2 In case of conflict, the terms of our standard order confirmation supersede all terms and conditions of the purchaser whatever their form or nature.

2.3 After a period of 24 hours of receipt or access to our standard order confirmation (this one is presumed to comply with the order), no claims, cancellation or changes will be accepted by us regarding references, quantities, prices and technical conditions.

2.4 The purpose of the sale specified in the order confirmation. All the ancillary conditions or derogatory conditions about the purpose and manner of sale, offered or accepted by our employees or representatives, are valid after written confirmation from our headquarters. Any sales offer extends subject available stock.

2.5 The information provided in our brochure are only indicative, as any study realized or provided at the request of the customer must be verified by him before any operation. These services provided free can't engage our society.

2.6 If the customer places an order to our society, without having processed the payment of the previous order, our society may refuse to honor the order and deliver the goods concerned, without the customer being entitled to any compensation for any reason.

Article 3 – Delivery

3.1 Delivery Dates : The delivery dates are provided for information only, they depend in particular on the full clarification of technical issues and on the availability of carriers. Unexpected events, extraordinary or beyond our control such as production cuts, shortage of equipment, or materials, labor shortages, may give rise to a proportional extension of delivery dates, without any fault from us, our suppliers and/or our shippers. The lead times listed in an order are accepted by our society and do engage it under the following conditions: a respect from the costumers of payments condition: a respect from the buyer of condition for payment, a timely delivery of technological specifications. Under any circumstances, the overtaking of delivery deadlines, a suspension or a delay, even important, for the performance of the contract can give rise to any cancellation of the order, to any products refusal, to a blocking payments, to penalties of delay and to compensation for any direct or indirect damage such as operational losses. The penal clauses appearing on commercial paper from our customers are unenforceable to our society.

3.2 Risk and Transport: Delivery is made FCA (incoterms).The transfer of risks on the goods sold by our society happens as soon as the goods are ready to ship. The buyer is obliged to take delivery of the goods bought within ten days of notice of the goods' availability being provided. After this deadline, our society can consider that the order is cancelled and the sale is unilaterally terminated by the customer. If the products are to be shipped, the buyer is in charge of all of the transport operation. At the customer's request, the mean of transport that should be used to deliver the goods may be made by our society, but at the expense, risk and peril of the Client. It will be for the Client, in case of damage on delivery products or in case of missing, to make all reservations with the carrier. Any product that has not been subject of reserves by

registered letter with proof of delivery within three days of reception from the transport company, in compliance with article L. 133-3 of the Commercial Code, and of which a copy will be simultaneously sent to our society will be considered as accepted by the Client. If the goods are taken back for reasons for which the seller is not responsible, the orderer shall bear all risks until the goods are received by the seller, until products arrive at their depots.

3.3 Reception : Without prejudice measures to be taken by the buyer towards the carrier, as described above, event of apparent defects or missing goods, no claim whatsoever related to the delivered products will be entertained by our society unless submitted in writing, by registered letter with proof of delivery, within ten days of availability reception of goods sold. It is up to the Client to provide all proof concerning the reality of defects found or missing items. No return of goods can be made by the customer without the prior written consent of our society, in particular by fax or e-mail.Green Power Technologie will pay the costs of return of the products only if a visible defect or missing goods are established by our society. Only the selected operator and chosen by our society is entitled to carry out the return of the goods concerned. If after a control, apparent defects or missing goods are effectively noted by our society, the Client can't request the replacement of the noncompliant articles and/or the complement to be provided to fill the missing items articles at the expense thereof, without the client has the right to claim compensation of any kind or to request the resolution of the order. The reception without reserve of the products ordered covers any apparent defects and/or missing goods. The claim made by the Client under the terms and conditions described by this article does not suspend payment by the Client for the goods concerned. The company cannot be held responsible for any problem during the delivery, any problem of destruction, loss, damage or theft, even if green power technologie chose the carries.

3.4 Suspension of deliveries In the event of non-full-payment of an invoice that is due, and if subsequent notice to pay remains unanswered for 48 hours, our society reserves the right to suspend current delivery and/or future deliveries.

Article 4 –

Price4.1 All our prices are net and in euros, excluding taxes, without discount practices, reductions or rebates, excluding postage and packing, that the delivery is global or divided. Our prices shall be understood to be ex our warehouses (EXW incoterms 2000).Unless otherwise agreed; our company accords any discount for payment in cash or a date prior to that of the general terms and conditions of sale.

4.2 If a delivery time of four month after a sale has taken place or if the delivery time takes place only four months after the closing of the sale due to reasons for which the Customer is responsible, the prices can be changed for cost reductions or cost increases, in particular caused by new collective agreements or changes of material prices.

4.3 The specific discounts conditions granted to the client may be terminated at any time by serving a notice of one month or in the event that a due invoice is not paid, eight days after a formal notice remained unsuccessful.

Article 5 Methods of payment

5.1 As a principle, our invoices are payable in advance which means before that products ordered by our customers are delivered. All our invoices are payable in totality on the day of the order with effect from the date of invoicing.

5.2 As an exception, we can exceptionally set up prices modalities and according to the terms issued only by management. Our customers must be collateralized by an institutional body guaranteeing such as COFACE or SFAC, our invoices are payable according to the terms annexed to the GTC of GREEN POWER TECHNOLOGIE, SAS. The due date for settlement is specified on the invoice. For the client paying by bill of exchange, this one must be returned to our society not later than 8 days after the date on which the invoice is made out. Only the collection of cheque or truncated bills of exchange shall constitute payment within the meaning of these General Terms and Condition of Sale.

5.3 Any arrears will cause penalties which are fixed at 3 times the legal interest rate. These late fees can be requested by right and they will be brought automatically debit the customer's account. Any invoice

recovered by the legal department will be increased as penalty, to an indemnity fixed at the flat-rate sum of 3 times of the invoice amount which is due. In the event of payment using an effect of trade, failure to return the paper shall be considered to constitute refusal of acceptance comparable to failure to pay. If the customer has a payment schedule, default in payment of a single installment shall accelerate the maturity of the entirety of the debt without prior formal notice. The Client is responsible for repayment of all expenses caused by litigious collection of the sums due.

5.4 Under no circumstances, may the payments due to GREEN POWER TECHNOLOGIE be suspended or have any reduction whatsoever without the seller's prior agreement in writing. Any partial payment shall be attributed firstly to the non-preferential part of the debt, then to the sums which have been outstanding for the longest period.

5.5 All the orders that our society agrees to carry out are, in view of the fact that the Client has sufficient financial guarantees, and that he will effectively pay the sums due on the due date. Also, if our society have a genuine or particular reason to believe that the client will experience payment difficulties on the date of order or subsequently to it or if the client does not provide the same guarantee compared to the date of the order acceptance, our society may make acceptance of the order or continue the order subject to payment in cash, or obtain guarantees for our benefit from the customer. Our society shall have also the right, before the acceptance of the order, to demand that the customer discloses his accounts information, and in particular profit and loss account, even estimated budget, to check his credit rating. In case of a refusal by the client of cash payment, without the latter offering any sufficient guarantee, our society may refuse to honor orders placed and to deliver the goods concerned without the client being able to claim unjustified refusal to execute, or claim any kind of indemnity whatsoever.

Article 6 – Retention of Title

The transfer of ownership of the merchandise delivered to the buyer will intervene only after complete payment of the agreed price, in the main thing and accessory, even if payment terms have been granted. In case of bill of exchange or any other document, which creates an obligation to pay, the transfer of ownership will be effected only after the actually received. The buyer shall provide at his own expense the goods sold with retention of title clause, against loss or damage from any cause and shall give proof of his insurance cover on our request. In the event of failure to pay by the deadline, our society shall take the merchandise of which he remains the owner back into his possession and may, at his discretion, choose to terminate the contract by way of a simple recorded signed for mail. The buyer is entitled, as part of the normal operating procedures of his establishment, to resell the goods sold. But he may not pledge them or transfer the ownership as a guarantee. In case of resale, the buyer undertakes to immediately inform our society to enable him to possibly exercise his right of revendication on the price towards the third-party buyer. The authorization to resell is automatically withdrawn in the event of being placed in receivership or because of compulsory liquidation.

Article 7 –Guarantee and Liability

7.1 The goods must be checked by the client at the time of its receipt (made available or delivery). Any reservations claim or dispute concerning an apparent defect and a missing item must be carried out under the conditions and within the timeframe set forth in section 3.3 of these Rules. In case of apparent defect, all defective parts are replaced by us, subject to its verification of the alleged defects. The Client shall be required to furnish any proof substantiating any defects observed , our company to reserve the right to make, directly or indirectly, to any contestation and to any checking on the spot.

7.2 No action for non-conformity cant be committed by the client more than 10 days after the goods delivery. It is expressly agreed by the client's acceptance under these general terms and conditions of sale after that deadline, the client may not cite for the product's noncompliance, or claim to our society a counter-claim in defending any debt actions initiated by our society. If these conditions aren't observed, our liability towards the client, because of a latent defect, may under no circumstances be invoked.

7.3 In view of the latent defects warranty, our society is liable for repair or replacement without charge of the deficient goods without the client has the right to claim

an attribution of damages and interest, for any reasons whatsoever.

7.4 Our society warrants its products against defective, accordance with the law and custom of the country, the case law and under the following conditions. Our guarantee only applies for products regularly being the property of buyer. It's only applicable to goods manufactured entirely by our company. It does not cover devices being wrongly used in non-provided conditions of use and performances. Our guarantee concerns only the latent defects. Our clients are professionals; the latent defects are defined by the failed carrying out of goods rendering them unfit for use and not likely to be identified by the buyer before use. A defect in design is not a latent defect and our clients are deemed having received all technical information relating to our goods. Our company does not cover any damage and wear resulting from an adjustment or special combination, abnormal and not comply to our goods unless the event has been made under our supervision.

7.5 Our guarantee is limited to 6 months from the date the product is made available or from goods reception sold. Our guarantee ceases to be valid at the end of that period. Our guarantee ceases to be valid at the time when our client did not inform us of any defect problem with the goods within a period of 10 days from of his discovery. It is the responsibility of the client to prove the day of these discoveries and to submit proof the defect alleged. No return of goods can be made by the client without the prior written consent of our society, in particular by fax or e-mail. The costs of the return are to be borne by our society that if an apparent defects or shortages are established by us. Only the carrier chosen by our society is authorized to make the return of the goods concerned. If after a control, an apparent defects or missing items are effectively observed by our society, the client may only request substitution of non-conforming parts and/or the complement needed to fill the missing items at the expense of the client, without the latter has the right to claim compensation or to resolution of the order. The receive, without reservation, of the ordered goods by the client cover all apparent defects and/or missing items. Any complaint made by the client under the conditions and in accordance with the procedures set out by the present article does not suspend the payment of the concerned goods. The liability of our Company can never be undermined by facts during transport, of destruction, damage, loss or theft, even if we chose the carriers.

Article 8 - Intellectual Property

All Technical documents such as models, drawings and designs provided to the Client remain the exclusive property of our society, the sole owner of the intellectual property rights to such user materials, and they must be returned on request. Our client undertake not to use these documents, in a way which could infringe GREEN POWER TECHNOLOGIE's intellectual or industrial property rights and undertakes not to disclose them to any third-party.

Article 9 - Attribution of Jurisdiction

9.1 The choice of residence is made by our company in its head office.

9.2 All different relating to the applications of these General Terms and Conditions of Sale, to their interpretation, the execution and to the sales agreements concluded by our company, or all different relating to the payment of the price, will be subjected to the jurisdiction of the commercial court of LAVAL, regardless of order takes place, of the delivery, of payment, and the accepted method of payment, even in case call in guarantee or of plurality of the defendants. The bill of exchange neither innovates nor overrides this jurisdiction clause.

9.3 In the case of judicial action or any debt actions by our society, the cost of the bailiff, the legal costs, lawyer's fees and any associated costs will be borne by the fault's buyer.

Article 10 – Waiver and Applicable Law

10.1 For GREEN POWER TECHNOLOGIE, refraining from invoking any of the clauses herein at any given time shall not constitute a waiver of its right to invoke these same clauses at a later date.

10.2 Any questions regarding the present general terms and conditions of sale, together with the sales it governs, which have not been covered by the present contractual stipulations, shall be governed by French law, to the exclusion of any other law.