

EMPORIUM ENERGY

General Terms & Conditions of Sale

Except as otherwise agreed to in writing by **Emporium Energy** ("Supplier"), the following terms and conditions ("Terms") shall apply to Supplier's offer of sale ("Offer") of the equipment, parts, or software ("Goods") to the customer or person or entity purchasing the Goods ("Buyer"). For purposes of the Terms, Offer means all written quotations in which the Terms are referenced, unless waived or modified in a signed writing by Supplier, and all resulting contracts.

ACCEPTANCE

Buyer's written order accepting this Offer of Goods ("Order") or written direction to Supplier to proceed with engineering, procurement, furnishing, manufacturing, shipment or delivery of such Goods, shall constitute agreement to only these Terms. Acceptance of this Offer by Buyer must be expressly limited to these Terms. Any additional or contrary terms in Buyer's written purchase order, acknowledgment and other written direction will constitute a material alteration which Supplier objects to and rejects. Trade custom and/or usage are superseded by these Terms.

PRICES

Prices are in United States Dollars and those in effect at the time of Order. Buyer's Order will be entered promptly upon acceptance by Supplier and will not thereafter be subject to cancellation nor to deferment of deliveries without Supplier's written consent, except upon terms which take into proper account the work already done and commitments made by Supplier. Prices include Supplier's standard packing for domestic shipments.

TAXES

Prices do not include any federal, state, municipal, or local property, license, privilege, business, occupation, stamp, documentary, sales, use, excise, gross receipts, duties, custom charges, value added or other similar taxes, fees or charges ("Taxes"). Buyer agrees to pay or reimburse Supplier any Taxes which Supplier or Supplier's subcontractors or suppliers are required to pay.

PAYMENT

Subject to credit approval by Supplier, all invoices shall be paid in full in United States dollars within thirty (30) days after the date of Supplier's invoice. In the event Buyer fails to make payment when due, any unpaid portion of the purchase price shall bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law.

DELIVERY

Unless otherwise stated, delivery will be made FOB point of shipment. Shipping dates are approximate and are based on the prompt receipt of all necessary information from Buyer. Upon delivery, title to the Goods shall pass to Buyer. Buyer shall promptly inspect all Goods and shall be deemed to have accepted all Goods not rejected within fourteen (14) days following delivery.

WARRANTY

Motors sold by Supplier are covered under the manufacturer's warranty as published by HD Hyundai Electric Co., Ltd. Unless a different warranty is stated, the Goods will be free from defects in workmanship and materials under normal use for twelve (12) months after delivery; stock motors 36 months from

invoice; motors under 30 HP are covered under a one-time "No Fault" warranty; IEEE 841 stock motors carry a 5-year warranty. **THE FOREGOING OBLIGATION TO REPAIR, REPLACE, UPDATE OR REFUND THE PURCHASE PRICE PAID FOR THE GOODS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER. SUPPLIER EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

RETURN OF GOODS

No product or part shall be returned to Supplier without written authorization and shipping instructions first having been obtained from Supplier. Returns may be subject to freight charges and/or a restocking fee.

FORCE MAJEURE

If the performance by either party of any of its obligations (except the obligation to make payment) is prevented, interrupted or hindered in consequence of a Force Majeure Event, the obligations of the affected party shall be suspended during the continuance and to the extent of such prevention. Either party may terminate the Order if the Force Majeure Event persists for more than one hundred and eighty (180) days in the aggregate.

CONFIDENTIALITY

Buyer acknowledges that in the course of the relationship it may receive proprietary and confidential information of Supplier and/or HD Hyundai Electric. Buyer agrees not to use the Confidential Information except in the performance of these Terms, and not to divulge all or any part of the Confidential Information in any form to any third party.

TERMINATION

Buyer may terminate the Order for its convenience only upon written notice to Supplier and upon payment of cancellation charges, including all costs incurred prior to the notice of termination plus a fixed sum of ten (10) percent of the Order price.

LIABILITY

The total liability of Supplier for any loss, damage, or claim, whether in contract, warranty, tort or otherwise, shall not in any event exceed the price allocable to the Goods giving rise to the loss. **IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS OR INFORMATION; LOSS OF USE OF THE GOODS; COSTS OF DOWNTIME OR LABOR; OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, EVEN IF SUPPLIER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

NUCLEAR USE

The Goods described herein shall not be used in conjunction with, or as a part of, any activity or process involving nuclear fission or fusion or any use or handling of any material defined in Chapter 2 of the U.S. Atomic Energy Act of 1954, as amended, unless Buyer, at its expense, arranges for insurance and indemnity satisfactory to Supplier.

GOVERNING LAW

These Terms and any dispute arising out of or relating to them shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to conflict-of-law principles. Any dispute, controversy or claim arising out of or relating to these Terms shall be resolved by binding

arbitration seated in Miami, Florida, conducted in English under the Commercial Arbitration Rules of the American Arbitration Association.

SEVERABILITY

Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses contained herein.