

GENERAL TERMS & CONDITIONS OF SALE

These General Terms & Conditions of Sale shall apply in full unless otherwise agreed in Writing. Any other conditions of the Purchaser shall not be applicable, even if they were not explicitly rejected in any individual case. These General Terms & Conditions of Sale incorporate ORGALIME S2012 - GENERAL CONDITIONS for the SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS ("ORGALIME S2012") and contain a number of additions to and amendments of the aforementioned ORGALIME S2012. In any cases of inconsistency between these General Terms & Conditions of Sale and ORGALIME S2012, the former shall prevail. The heading and numbering of clauses used in these General Terms & Conditions for Sale correspond wherever applicable to the headings and numbering of clauses of ORGALIME S2012.

ADDITIONS TO AND AMENDMENTS OF ORGALIME S2012

DEFINITIONS – Clause 2

At the end of clause 2 the following paragraph shall be added:

"Warranty Period": unless stated otherwise in the Contract, a fixed and non-extendable period of twelve (12) months from the date of delivery for:

- Spare Parts for Fresh Water Distillers
- Spare Parts for Lube Oil and Fuel Oil Filters
- Brazed Heaters

The Warranty Period for other products and services shall be agreed separately.

PRODUCT INFORMATION – Clause 3

Clause 3 shall be deleted and replaced by the following:

All information and data contained in general product documentation shall be binding only to the extent that they are by reference in Writing expressly included in the Contract.

DRAWINGS AND TECHNICAL INFORMATION – Clause 5

Clause 5 shall be deleted and replaced by the following:

The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product.

ACCEPTANCE TESTS – Clause 6

At the end of clause 6 the following paragraphs shall be added:

If the acceptance test is carried out at another place but the place of manufacture, the Purchaser shall provide the surroundings as well as any means and materials necessary for the execution of the acceptance test, which are not explicitly part of our contractual duties.

Furthermore, the Purchaser shall obtain all official permits necessary for Supplier to render the acceptance tests, such as but not limited to official entry, exit or work permits required in the country where the acceptance tests are to be carried out. Any obligation of the Supplier shall be waived until the Purchaser complies with the above-mentioned obligations. Delivery times shall be extended accordingly.

ACCEPTANCE TESTS – Clause 9

Clause 9 shall be deleted and replaced by the following:

The Purchaser shall bear all personal and material costs for acceptance tests carried out as well as any of his own costs. If the acceptance test is carried out at another place but the place of manufacture, the Purchaser shall bear all additional costs of the Supplier. The Purchaser shall ensure, that the Supplier's personnel is able to start work in accordance with the agreed time schedule.

DELIVERY PASSING OF RISK – Clause 10

The second paragraph of clause 10 shall be deleted and replaced by the following:

Delivery shall be made in accordance with the terms set out in the order confirmation.

DELIVERY PASSING OF RISK – Clause 10

The third paragraph of clause 10 shall be deleted.

DELIVERY PASSING OF RISK – Clause 10

The fourth paragraph of clause 10 shall be deleted and replaced by the following:

Partial delivery shall be permitted, unless otherwise agreed.

TIME FOR DELIVERY, DELAY – Clause 14

The first paragraph of clause 14 shall be deleted and replaced by the following:

If the Product is not delivered at the time for delivery proven by the Purchaser to be negligently caused by the Supplier, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place.

TIME FOR DELIVERY, DELAY – Clause 15

The following sentence shall be added at the end of the second paragraph of clause 15:

In case of late delivery the ongoing interest of the Purchaser on the execution of the Contract shall be presumed.

TIME FOR DELIVERY, DELAY – Clause 15

The first sentence of the third paragraph of clause 15 shall be deleted and replaced by the following:

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay, excluding any consequential or indirect loss.

PAYMENT – Clause 19

Clause 19 shall be deleted and replaced by the following:

Payment shall be made in accordance with the payment terms set out in the order confirmation or on the invoice.

PAYMENT – Clause 21

At the end of clause 21 the following paragraphs shall be added:

In addition, the supplier shall have the particular right to withhold - to a reasonable amount and extent - deliveries of other orders of the Purchaser and - as from the beginning of the default in payment - to carry out such deliveries only against cash in advance as well as to declare any outstanding invoice to be due for immediate payment, even in case longer periods of payment had been agreed upon.

In case the Supplier obtains knowledge of circumstances which are - within his due discretion - eligible to reduce the

creditworthiness of the Purchaser, the Supplier shall be entitled to omit any agreed terms of payment and to make any further deliveries subject to cash in advance or to request prior security of his choice. Following a reasonable grace period, the Supplier shall be entitled to rescind from the Contract and to claim damages instead of performance.

LIABILITY FOR DEFECTS – Clause 25

At the end of clause 25 the following sentence shall be added:

However, the Supplier shall not be liable for the improper fitting and use of the Product by the Purchaser.

LIABILITY FOR DEFECTS – Clause 27

Clause 27 shall be deleted and replaced by the following:

The Supplier shall, at his own expense, remedy, on his choice by repair or replacement, any defects in the Product appearing within the Warranty Period. The Supplier's warranty shall apply only to defects that appear under normal operating conditions, under proper use and only to the extent the defects can be assignable to the Supplier's performance of the Product.

LIABILITY FOR DEFECTS – Clause 28

Clause 28 shall be deleted and replaced by the following:

When a defect in a part of the Product has been remedied, the period mentioned in Clause 27 shall be extended by a period equal to the period during which and to the extent that Product could not be used as a result of the defect.

LIABILITY FOR DEFECTS – Clause 34

Clause 34 shall be deleted and replaced by the following:

Defective parts which have been replaced shall be made available to the Supplier and shall be his property, unless requested otherwise by the Supplier.

The following clause shall be added:

LIMITATION OF LIABILITY – Clause 45a

Notwithstanding anything to the contrary stated in the Contract the total liability of the Supplier irrespective of the legal ground shall an amount equal to the price of the products and services paid to the Supplier pursuant to the Contract. This limitation of the Supplier's liability shall not apply if he has been guilty of Gross Negligence.

The following clause shall be added:

COMPLIANCE – Clause 45b

Where the Purchaser will market and/or resell the Products or services relating to the Products, the Purchaser shall in relation to the marketing and sale of the Products and services comply with the following.

The Purchaser shall comply with all applicable laws, rules and regulations including applicable rules of fair competition, and any industry standards, codes and requirements.

The Purchaser hereby acknowledges and agrees that the Products delivered by the Supplier may be subject to applicable trade sanctions laws, regulations, rules and licenses, including but not limited to those imposed by the United Nations, the United States, the European Union and the Member States of the European Union ('Sanctions Rules'). The Purchaser shall comply with the Sanctions Rules and agrees that it alone is responsible for ensuring its compliance with these Sanctions Rules. In particular, but without limit, The Purchaser will not, and will procure that none of its affiliates will use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the Products, directly or indirectly, to any country, destination or

person without first obtaining any required export license or other governmental approval, and completing such formalities as may be required by Sanctions Rules. Furthermore, the Purchaser shall not make available directly or indirectly the Products to or for the benefit of any restricted third party that has been designated pursuant to sanctions legislation by the European Union and its Member States, the United Nations or the United States. Failure by the Purchaser to comply with any part of this Clause shall constitute a material breach of the Contract. Supplier reserves the right to refuse to enter into or to perform any order, to cancel any order at its sole discretion if the Purchaser believes the Seller has failed to comply with any part of this Clause.

The Parties shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the UK Bribery Act 2010; and the U.S. Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, in the Purchaser's country or in any country where performance of the Contract will occur.

The Purchaser has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and ensure compliance with applicable laws or regulations.

The title "DISPUTES AND APPLICABLE LAW" shall be deleted and replaced as follows:

DISPUTES, APPLICABLE LAW AND MISCELLANEOUS

DISPUTES, APPLICABLE LAW AND MISCELLANEOUS – Clause 46

Clause 46 shall be deleted and replaced by the following:

All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Genoa, Italy.

DISPUTES, APPLICABLE LAW AND MISCELLANEOUS – Clause 47

Clause 47 shall be deleted and replaced by the following:

The Contract shall be governed by the substantive law of Italy. The Contract shall not include, incorporate or be subject to the provisions of the "United Nations Convention on Contracts for the International Sale of Goods" (CISG).

The following clause shall be added:

DISPUTES, APPLICABLE LAW AND MISCELLANEOUS – Clause 48

If any provision of the Contract is or becomes invalid, this shall have no effect on the validity of the remaining provisions. Further, the Parties shall, if possible, replace the invalid provisions with a new, valid provision that fulfils as closely as possible the original intent of the invalid provision.