

1. GENERAL

1.1. These General Terms and Conditions of Sale shall apply to all Offers submitted by DCPower4C to a Customer and to Purchase Orders received from a Customer and accepted by DCPower4C for the sale of Products. These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document or communication from the Customer.

1.2. An Offer is open for acceptance within 60 days after its date of issuance unless a different validity period is stated in the Offer. All Purchase Orders are subject to acceptance by DCPower4C in writing. Any amendments or oral agreements must be documented.

2. DEFINITIONS

2.1. "Terms and Conditions" shall mean these DCPower4C BV General Terms and Conditions of Sale.

2.2. "Offer" shall mean an offer issued by DCPower4C that includes a quotation, Proforma invoice and/or a price list for the purchase of Products by the Customer.

2.3. "Purchase Order" shall mean the order issued by the Customer for the purchase of Products, and acknowledged by DCPower4C in accordance with these Terms and Conditions.

2.4. "Products" shall mean the goods, materials or equipment and any part or component thereof supplied by DCPower4C and/or any work or services performed by DCPower4C pursuant to these Terms and Conditions.

2.5. "Customer" shall mean the buyer of Products, the recipient of an Offer or the party issuing a Purchase Order.

3. PRICE – PAYMENT

3.1. Unless otherwise specified in writing, all price offers from DCPower4C shall remain open for acceptance for 60 days from Quotation date. Price lists in Euro, Sterling and US Dollar are dated. Purchase Orders will be subject to DCPower4C's acceptance.

3.2. Unless otherwise agreed in writing, all prices are given by DCPower4C on an Ex-Works basis (latest Incoterms) and where DCPower4C agrees to deliver the Products otherwise than at DCPower4C's premises,

Customer shall be liable to pay all DCPower4C's charges and duties in respect of carriage, freight, packaging, legalisation, customs and insurance.

3.3. Payment for Products shall be made by the Customer within 30 days from the date of the invoice via electronic bank transfer or as otherwise agreed between DCPower4C and the Customer.

3.4. The listed prices are exclusive of any applicable value added tax or any other taxes and duties, which Customer shall be additionally liable to pay DCPower4C.

3.5. Any amounts not received by DCPower4C by the due date shall be subject to interest at the rate of 15% per annum, increased by any recovery costs due to the delayed or non-payment of the invoice. This amount shall be calculated on the overdue payments, with capitalization of interest.

3.6. Should the Customer fail to fulfil its obligations of payment at the due date, DCPower4C reserves the right to appoint a 3rd party to collect the outstanding payment and accrued fees and charges.

4. DELIVERY

4.1. All Products shall be suitably packed for shipment in accordance with DCPower4C's standard, unless otherwise requested by the Customer and agreed to in writing by DCPower4C.

4.2. DCPower4C shall make best efforts to comply with the delivery date specified in the Offer/Purchase Order or acknowledged in an Order Confirmation. Partial delivery shall be permitted. Delays shall, in no case whatever, justify the cancellation of the Purchase Order. DCPower4C shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including Force Majeure as defined in Section 13. If performance by DCPower4C is delayed by reason thereof, it shall notify Customer, and the time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, DCPower4C is unable to perform any accepted Purchase Order in whole or in part, then to the extent that it is unable to perform, such Purchase Order shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion thereof, if any.

4.3. Delivery takes place in accordance with Ex-Works (latest Incoterms) from DCPower4C's facilities or as otherwise agreed in writing between the parties. DCPower4C will only ship in full compliance with relevant transport and packaging regulations.

4.4. It is agreed between DCPower4C and Customer that the Products are shipped at the Customer's risk even if the shipping is done at DCPower4C's expense. Customer shall then take all necessary precautions including insurance to cover these risks. Provided there is no special agreement, the choice of route and the mode of transport will be made at DCPower4C's best discretion without any liability for cheaper or faster shipment.

4.5. The Customer shall perform a visual inspection of quality and quantity on receipt of the Products and will be deemed to have accepted the goods unless they notify DCPower4C with any reservations within 24 hours of receipt.

4.6. Should Customer postpone delivery of any Products, Customer will be required to pay to DCPower4C i) the invoice at the due date and, ii) 1 per cent of the Purchase Order price per week for the Product's storage at DCPower4C premises. Should Customer postpone delivery of any Product above 12 weeks from the scheduled delivery date, DCPower4C shall have the right to deliver the Product and to invoice accordingly.

5. RETENTION OF TITLE

5.1. DCPower4C retains full ownership of the Products until full payment of the selling price has been received.

5.2. Notwithstanding DCPower4C's retention of title, the risks related to the Products (including the risk of loss or destruction) shall pass to the Customer in accordance with section 4.4 above.

5.3. Until full payment of the price, the Customer shall keep the Products properly stored, protected, insured and identified as DCPower4C's property.

5.4. DCPower4C reserves the right to reclaim the Products if the selling price is unpaid at the due date and Customer undertakes to return the Product on DCPower4C's first demand and bear all related expenses.

6. WARRANTY

6.1. Unless otherwise specified in writing, (also Price List, Website) DCPower4C warrants that the Products shall, for a period of one year from DCPower4C's delivery of such Products, be free from defects in materials and workmanship and shall conform to the contractual specifications or to specification sheet of the Product. This warranty does not cover defects or failure caused by improper handling, storage, maintenance or repair or by any modification, misconnection, abuse, abnormal use of such Products or use not complying with DCPower4C user manual provisions if any.

6.2. Warranty claims must be made to DCPower4C immediately after discovering the defect and within the warranty period, or are forever waived.

6.3. The foregoing warranty is exclusive of any other warranties, express, implied or statutory. In particular, this warranty shall not apply to failure arising from defect in design, when the design has been completed by a third party. Unless otherwise agreed, the warranty shall not apply to the compliance of Products to Customer's needs. Should the Products warranty be breached, Customer's exclusive remedy against DCPower4C, and DCPower4C's sole obligation, shall be limited to, at DCPower4C's option, repairing or replacing the defective Products or refunding the purchase price of such defective Products.

6.4. The Products must on DCPower4C's request and prior authorisation (RMA) be returned to DCPower4C in proper and safe packaging at the customers expense for evaluation and will only be considered as defective if the failure can be duplicated by DCPower4C, it being understood that non conformity shall be determined by reference to the contractual specifications applicable to the allegedly defective Products.

6.5. DCPower4C is not obliged to carry out dismantling or re-installation of any Product in connection with any warranty claim.

7. INSTALLATION

7.1. Unless otherwise agreed in writing, all prices are exclusive of any installation or service Customer may require.

7.2. If DCPower4C is required to install the Products supplied hereunder at the Customer's premises, DCPower4C shall be under no

liability whatsoever for further reaching damage incurred by the Customer, caused by DCPower4C, its agents or sub-contractors in installing the Products or for any consequential damages or purely financial loss howsoever caused.

8. TESTS & OBLIGATIONS

8.1. Tests on the Products specified in the Offer will be performed by DCPower4C at its facilities.

8.2. If Customer requires tests other than those specified in the Offer, or if Customer requires that the specified tests be carried out in the presence of its representatives, Customer shall pay for the cost of those tests and any other associated costs.

8.3. DCPower4C reserves the right, subject to prior written notice, to make any change in the specification of the products, which do not materially affect the installation, Performance of use thereof.

8.4. The Customer shall keep adequate written records of the identity and location of any person or entity to whom the equipment is transferred and shall make the same requirement in respect of any onward sales.

8.5. The customer shall ensure i) that the products are suitable and safe for the intended use, ii) that the End User is adequately trained iii) that all packaging, labelling and specifications are compliant with all relevant regulations in the customers location

9. LIABILITY

9.1. In no event shall DCPower4C have any liability for damages in an amount exceeding the purchase price of the related defective Products.

9.2. DCPower4C shall not have any liability for incidental, indirect or consequential damages arising out of, or relating to the Purchase Order or the Products, including but not limited to loss of profit or revenue, business opportunity or anticipated saving.

9.3. Unless otherwise agreed in writing with the Customer, DCPower4C shall not be liable for damages arising from the integration or the use of Products in a system or equipment (the "System"), on the design of which DCPower4C has no control. In such case, the Customer is solely liable for the System quality and reliability, as well as for necessary security device and shall indemnify DCPower4C against any demand, claim, action, decision,

loss or damage arising from the use of the System which incorporates the Products.

10. INTELLECTUAL PROPERTY

10.1. Any and all intellectual property rights related to or in connection with the Products

(including any designs, drawings, specifications, test results, technical descriptions, catalogue, brochures, manuals, and other data, or submitted with or in connection with DCPower4C's Offer or resulting from the performance of the Purchase Order by DCPower4C) is the property of DCPower4C. No license is granted by DCPower4C on the Products under these Terms and Conditions.

10.2. The Customer shall refrain from infringing upon DCPower4C's intellectual property rights (as defined in section 10.1) and not destructively test, disassemble, radiograph, reverse engineer or otherwise analyse any Products, without DCPower4C's prior written consent.

10.3. In the event that Products are developed and/or manufactured in accordance with plans, drawings and specifications provided by the Customer, the Customer shall hold DCPower4C harmless against any and all claims and damages resulting from alleged or actual infringement of any industrial or intellectual property rights of a third party.

10.4. Customer shall promptly notify DCPower4C of any intellectual property claim related to the Products and shall give DCPower4C any assistance and information requested by DCPower4C for the defence of such intellectual property claim.

11. CONFIDENTIALITY

Any non-published information, data, know-how disclosed by DCPower4C shall at all times be treated by the Customer as strictly confidential and shall not without DCPower4C's prior written consent (i) be used by the Customer for any other purpose than the use of the Product, and/or (ii) be communicated to third parties.

12. RECYCLING

12.1 DCPower4C commits to recycle at the end of their life batteries delivered under the Purchase Order. The spent batteries shall be delivered by Customer at their expense to DCPower4C or a national collection point in

order to assure proper recycling. Cost of recycling for goods returned to DCPower4C will be at DCPower4C's expense.

12.2. WEEE. Where the customer sells or transfers the equipment to any 3rd party, and where this would unreasonably increase the cost of collection or recycling of such equipment the customer shall be liable to DCPower4C and indemnify DCPower4C from such costs.

13. FORCE MAJEURE

13.1. Force Majeure means any events beyond Parties' control including without limitation, strikes or other labour disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, supplier's failings, fire or accident.

13.2. Should either party be prevented from performing its obligations by reason of Force Majeure, then such party shall not be liable for such non-performance and its obligations shall be suspended for the duration of the Force Majeure event.

14. APPLICABLE LAW AND DISPUTES

These Terms and Conditions will be governed by the laws of the Netherlands without making reference to its conflict of law provisions. Any action shall be brought by the parties within the exclusive jurisdiction of the Maastricht Courts in f the Netherlands. Nothing in this paragraph shall limit the right of DCPower4C to bring proceedings in any other courts of competent jurisdiction to the extent permitted by applicable law.

15. MISCELLANEOUS

15.1. Modification: DCPower4C reserves the right, at any time, to make any technical improvements of the Products subject to an increase of price.

15.2. Waiver: no failure or delay by DCPower4C or by the Customer in exercising any of its rights under these Terms and Conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or further exercise of that or any other right.

15.3. Assignment: the Purchase Order shall not be assigned nor transferred by the Customer without the prior written consent of DCPower4C.

15.4. Amendment:

15.4.1 Any modification to the Purchase Order shall be made only in writing and duly signed by DCPower4C and the Customer.

15.4.2 DCPower4C can revise the present Terms and Conditions without notice to the Customer.

15.5. Nullity: if any provisions of these Terms and Conditions are declared null and void, the validity of the other provisions shall not be affected.