



601 Firestone Drive
Magnolia, Arkansas 71753

AMFUEL STANDARD TERMS AND CONDITIONS

Purchase Orders, including quoted prices and orders are be subject to the following Terms and Conditions.

I. APPLICATION

By placing an order, Buyer accepts these Terms and Conditions. These Terms and Conditions may only be modified by written agreement between Buyer and AMFUEL.

II. PRICES

Unless specifically stated as included in the price quoted in the Purchase Order, there shall be added to the price all Federal, State, Municipal, or other governmental taxes, duties, or other charges which AMFUEL is required to pay or collect incidental to the manufacture, sale, or storage of the product ordered. Unless otherwise agreed between the parties, prices are understood to be ex-works (ICC90) or FOB Origin.

III. DELIVERY AND ACCEPTANCE

Delivery dates are in all cases stated as a guidance line only, they do not take into account unforeseeable circumstances or cases of force major, including pandemics or epidemics, or due to fluctuating market demand. AMFUEL shall not be held liable for any losses or damages caused by any delay in delivery. Any late payment by the Buyer may lead to the temporary suspension or definitive discontinuance of AMFUEL'S shipments. In the event of customer's unacceptable delay in issuing shipping instructions or releases, customer shall reimburse AMFUEL for all or inventory expenses incurred by reason of such delay. Acceptance of this order and the release of any shipment there under shall at all times be subject to AMFUEL's sole judgment after obtaining such credit information as customer may supply or otherwise make available.

IV. TRANSFER OF OWNERSHIP AND OF RISK

Transfer of risk occurs as of the moment the forwarding agent has loaded the goods at the place of loading in AMFUEL'S plant unless otherwise agreed between the parties. Transfer of ownership shall occur only after the Buyer has discharged all its obligations towards AMFUEL.

V. EQUIPMENT SUBMIT TO SPECIAL LEGAL OBLIGATIONS

All export orders for military aircraft fuel cells are subject to receipt of an export license by AMFUEL issued by the US State Department, Office of Defense Trade Controls.

VI. PAYMENT, INVOICES, CANCELLATION

Standard payment terms are net 30, subject to the Buyer's showing of a satisfactory credit rating and AMFUEL'S approval. Payment in advance is required when a credit terms cannot be approved by AMFUEL. Each customer is required to submit a Credit Application for approval. Credit approval is not guaranteed by AMFUEL and payment is required in advance until notice is given by AMFUEL to customer that their Credit Application has been approved. Please call or send a facsimile requesting a Credit Application. All export orders must be accompanied by an irrevocable Documentary Credit or bank transfer before shipment with pro forma; invoice. AMFUEL will indicate case by case the different bank co-ordinates. Any comments concerning invoices shall be made in writing within 10 (ten) days after the date of invoice, and without thereby entailing any suspension of the scheduled date of payment.

Cancellations will be effective only with the specific agreement of an AMFUEL sales manager. Depending upon the circumstances of cancellation, a charge may be quoted for acceptance.

VII. CLAIMS

Once a shipment has been received, the Buyer undertakes to immediately perform all necessary checks in view of presenting any claims for improper or defective deliveries. In the case of products manufactured, packaged, or labeled in accordance with customer's design or specifications, or which employ materials or customer's designation, customer will save harmless and indemnify AMFUEL from any judgment, claim, cause of action, loss or other expense, including legal fees and expenses, caused or otherwise arising out of the actual or alleged infringement of any patent, trademark, or suit of unfair competition or breach of contract. In the event of a dispute arising between Buyer and AMFUEL, which is not disposed of by agreement, Seller must request a final written decision from AMFUEL. If the parties can't agree on a dispute resolution process or otherwise resolve a dispute, the said dispute may be filed in the proper court for disposition pursuant to the Applicable Law and Venue clause hereof. Seller and Purchaser agree that this Order shall be deemed made and entered into the State of Arkansas, and any dispute arising under, out of, or related in any way to this Order, the legal relationship between AMFUEL and Buyer, or the transaction that is the subject of the Purchase Order shall be governed and construed exclusively under the laws of the State of Arkansas, USA exclusive of conflicts of laws. Any dispute arising under, out of, or related in any way to this Order or the legal relationship between AMFUEL and Buyer shall be adjudicated solely and exclusively in the Courts of General Jurisdiction of the State of Arkansas in the County of Columbia, or (b) the Federal District Court for the Eastern District of Arkansas. AMFUEL and Buyer agree that this forum selection is mandatory and exclusive of all other forums.

VIII. RETURN OF GOODS

Except for valid warranty returns, customers should not return without prior authorization from the appropriate sales department. Any unauthorized return shall be made at the Buyer's risk and expense, including storage charges for goods in a warehouse of our choice.

IX. ENTIRE AGREEMENT

This Acknowledgement which is made a part of the Purchase Order, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. However, nothing herein will be construed as a limitation or exclusion of any right or remedy available to Buyer by law. Buyer and AMFUEL agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply to any purchase and sale of Articles governed by this Acknowledgement and the terms contained therein. If any provision of the Purchase Order is invalid or is prohibited by applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions, terms or conditions or of such Purchase Order. The provisions of the Purchase Order which by their nature are intended to survive the termination, cancellation, completion or expiration of the Purchase Order, including any indemnities, warranties and expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.