

GENERAL TERMS AND CONDITIONS OF SALES

Article 1. Purpose

This document lays down the General Conditions of Sale and Services (hereinafter referred to as the "GCS") that will regulate all sales transactions between the company AMPERE POWER ENERGY, S.L. (hereinafter referred to as "AMPERE") and the CLIENT. It is considered that these GCS have been communicated to the CLIENT from the moment he has been informed the Web page where they are located, or from the moment the mentioned GCS are received by the CLIENT in the course of its business relationship with AMPERE. AMPERE reserves the right to modify the GCS at any time. Last version: April 2016.

These GCS will remain in force unless there is a specific agreement by and between AMPERE and the CLIENT expressly included in the Order Acceptance.

AMPERE and the CLIENT will henceforth be jointly referred to as "the Parties".

As used in these GCS and any Order or Offer, the following words will have the meanings given hereunder:

"Order": Means each request for a Product made by the CLIENT to AMPERE in accordance with these GCS.

"Product": Means the set of AMPERE goods whose technical features are established in the Supply Offer from AMPERE.

AMPERE hereby reserves the right to introduce changes in the quality of materials or in the configuration of the Product, providing these changes do not affect the warranty and proper operation of the Product.

"Offer": Means the document offering to supply the Product drawn up by AMPERE and sent to the CLIENT that includes the technical features of the product, as well as the number, prices, delivery deadline and validity.

"Order Acceptance": Means the document in which AMPERE accepts the Order placed by the CLIENT in accordance with the conditions set forth in the Offer and with these GCS.

"Business Day": Means any day (except Saturday or Sunday) which is not a bank holiday in the city of Valencia (Spain).

Article 2. Term

The GCS will take effect from the time the Offer is accepted by the CLIENT and will remain in force during the commercial relation between AMPERE and the CLIENT, as established in the Offer.

Article 3. Offers and Orders

Orders made by any CLIENT will represent a firm purchase commitment by this party, even if they are not understood as accepted by AMPERE and, as a consequence, fulfilled, until this party notifies Order Acceptance in writing, by fax or e-mail.

The acceptance of an Offer by the CLIENT entails acceptance of these GCS, which must be understood as forming part of each Offer and each Order Acceptance, even if there is no express reference to them in these. Therefore, all of the terms, conditions and particular specifications included or attached to the CLIENT's order will not be enforceable or valid unless they have been included in the Order Acceptance from AMPERE.

Article 4. Delivery Deadlines, Transportation and Acceptance

The delivery deadlines established in the Offer will be understood as approximate, for guidance purposes; the specific delivery deadlines will therefore be confirmed by AMPERE with the Order Acceptance and will be calculated from the business day following the date on which the CLIENT has received the Order Acceptance.

AMPERE will not incur any penalty, sanction or obligation for compensation whatsoever through unforeseen and duly justified circumstances that prevent timely delivery of the Order. Specifically, it will not incur any penalty whatsoever in the event of delay in sending the Order as a consequence of delay or non supply, by AMPERE's suppliers, of the components required to manufacture the Product.

By default, the Product will be delivered to the CLIENT Ex Works (Puzol) (EXW Interpreted in accordance with the Incoterms in force on the date of Order Acceptance). For this reason, the Prices established in these GCS do not include transportation to the delivery address.

The CLIENT will be entitled to cancel the Order placed only in the event of a clear breach by AMPERE with respect to the delivery deadline of the totality of the Product, and only if this failure to deliver within the established deadline (i) is not redressed within a reasonable period or (ii) is unjustifiable in accordance with the provisions set forth in these GCS. By the same token, AMPERE hereby reserves the right to extend the delivery deadline of the Product during the period in which the CLIENT is in a situation of breach of any obligation assumed with AMPERE. This is without prejudice to the right to terminate Order Acceptance in accordance with the provisions laid down in these GCS.

The CLIENT will be obliged to immediately check the condition of the Product received. In the event that all or part of the Product is damaged, the CLIENT will notify AMPERE in writing of this within a maximum term of forty-eight (48) hours, expressly placing on record the defects detected. After this time, the Product will be understood as accepted by the CLIENT.

If within the term of forty-eight (48) hours mentioned in the above paragraph the CLIENT communicates to AMPERE a significant defect in the Product received, AMPERE reserves the right to opt between repairing the defective Product, substituting it with another equivalent Product or accepting the return of it.

AMPERE reserves the right to make partial deliveries and invoice such deliveries separately. These partial deliveries shall not relieve the CLIENT of its obligation to purchase the remaining amount of Product specified in the Order.

Article 5. Price and Terms of Payment

The price of the Product will be set forth in the Offer and confirmed in the Order Acceptance. The reference price will always be EXW, excluding taxes, additional packaging, transportation, *inter alia*, unless the Parties agree in writing to establish other conditions and these are expressly included in the Order Acceptance.

The CLIENT will pay one hundred (100%) per cent (including taxes) of the price in cash or through bank transfer at the time of the shipment of the Product by AMPERE.

All payments shall be made in Euro currency.

The invoice will be issued once the amount has been deposited in AMPERE's bank account.

The Product will continue to be the property of AMPERE until all amounts owed by the CLIENT with regard to the corresponding Order Acceptance or to previous Order Acceptances have been paid in full by the CLIENT to AMPERE, including, if appropriate, related damages, costs, default interest or any other amounts owed by the CLIENT to AMPERE.

AMPERE will notify the CLIENT, by fax or e-mail, of the availability of the Product following manufacture of the same. The CLIENT hereby undertakes to AMPERE that the former will take possession of the Product, as well as make payment of the final invoice, within a maximum term of FORTY-EIGHT (48) hours following the time AMPERE has notified the CLIENT stating Product availability. Otherwise, AMPERE will be empowered to store this Product in a warehouse on behalf of the CLIENT, as well as demand payment, including storage costs, as if the product had been effectively delivered. If within a term of five (5) calendar days from finalization of the aforementioned forty-eight (48) hour period the CLIENT has not made the payment of the Product, AMPERE will be empowered to freely make use of this Product. However, AMPERE hereby undertakes to supply the Product set forth in the "Order Acceptance" document within thirty (30) calendar days from the date of payment of the Product.

In the event the CLIENT fails to make payment of the amount established in the Order acceptance by due date, without prejudice to any other right or remedy available, AMPERE will be entitled to increase the unpaid amount, without prior notification, by a yearly interest rate amounting to EURIBOR + 5 BP. Additionally, in the event of an action undertaken by AMPERE in order to obtain the enforcement of the abovementioned payment, the CLIENT shall bear the costs (including procedural cost and fees of external counsels) incurred in the framework of such action.

Article 6. Warranties

The warranty granted by AMPERE to the CLIENT will apply in the event that the Product, at the time of delivery, represents any hidden defects or any defects that appear thereafter, which would render it unsuitable for fulfilling the functions for which it was manufactured, with the limitations and exclusions set forth in the conditions established in each warranty document for each Product delivered.

"Acquiring Party" will henceforth be understood as the natural or legal person who acquires the "Ampere Energy" Product for the use for which it was manufactured, viz, as energy storage system, in accordance with the Product's technical conditions.

AMPERE will provide the Acquiring Party with a limited Product warranty jointly with the invoice. The Product warranty shall be available in AMPERE web site (www.ampere-energy.com).

AMPERE provides a 2-year guarantee from the invoice date covering the materials that constitute the Product as well as any possible defects in the Product due to manufacturing process.

The only liability of AMPERE under these CGS, except liabilities that are imperative according to Law 23/2003 concerning Guarantees of Consumer Goods Sales (in the event that the Product is considered as Consumer Goods), is repairing the defective Product or substituting it. In case that the repair or replacement is not reasonable or possible, AMPERE will reimburse the purchase price.

The repair will take place at the premises of AMPERE, unless AMPERE decides to repair in CLIENT premises because circumstances so determine or advise. In the event that AMPERE determines that the Product is not defective, it will be returned to the CLIENT at its expense and shall be entitled to charge a fee as result of such check.

The guarantee offered do not cover damage or defects due to: (i) Incorrect handling or maintenance of the Product which breaches the installation and operation instructions provided by AMPERE, (ii) Repair or modification of the Product by any technical service without the prior approval of AMPERE or due to addition or use of equipment that differs to the equipment used by AMPERE, (iii) Abuse, misuse or negligent use of the Product, (iv) Any defect in the Product produced by atmospheric discharges, fire, flood, accidental breakage, actions by third parties and/or any other event or accident outside AMPERE's reasonable control which has not been caused under normal installation or operation conditions, (v) Defects or non-conformities which are caused by normal wear and tear, either ordinary wear and tear due to operation or external causes, or extraordinary wear or damage due to overload operation, misuse or external causes such as excessive moisture, dust, corrosive agents, electromagnetic fields, static electricity, higher-level system failure, use of a higher-level system that fails to meet requirements, variations in power quality or faulty Internet connection, (vi) Use of the Product in devices or applications not allowed by the Product data sheet.

The product whose series number has been manipulated or is not unequivocally identifiable will be outside the scope of this guarantee.

Article 7. Limitations of liability

AMPERE maximum liability for claims made under these CGS shall be limited to the purchase price (to which the claim relates) paid by the CLIENT.

AMPERE will only be liable for direct damages actually caused to the CLIENT, therefore, in no event shall AMPERE be liable for any special, incidental or consequential damages, including, without limitation, lost profits, loss of business, loss of use, data or other

commercial damages, economic advantages damages, as well as moral damage or reputation that the CLIENT may have suffered. The CLIENT knows and accepts such limitations of liability that shall also apply with respect to its customers and third parties.

Article 8. Insurance

Each party will take out the necessary insurance policies in accordance with applicable legislation and good practice and will keep these insurance policies in force.

Article 9. Force Majeure

Force majeure is any unforeseen event or event which, although foreseeable, could not be avoided, and which makes it extraordinarily difficult or impossible for either Party to comply with their obligations. For these purposes, force majeure will not include delay in receiving the Product by the CLIENT, or those circumstances not notified to AMPERE within a term of five (5) days from the occurrence of the grounds for force majeure. This notification must place on record the anticipated duration as well as the alternative measures adopted or which may be adopted to solve or reduce as far as possible the inconveniences that this force majeure may cause.

Whenever an event of force majeure occurs, the period for compliance will likewise be extended to the number of days during which force majeure has lasted. In the event that force majeure lasts beyond ninety (90) days or if, given the circumstances, it is obvious that it will last ninety (90) days, either party may cancel the Order through written notification to the other party.

Article 10. Assignment

The CLIENT cannot assign, transfer, replace or subrogate the rights and obligations assumed by virtue of this contract, without the express written consent from AMPERE.

Article 11. Confidentiality

All documentation, regardless of its nature or format, attached by AMPERE to the Offer or the Order Acceptance will be considered "confidential information"; as a consequence, the CLIENT is hereby obliged not to use or disclose this confidential information to third parties, or the existence of the commercial relationship with AMPERE.

The disclosure of confidential information by the CLIENT to his employees will only be carried out on a need-to-know basis for the purpose of satisfying these GCS. Under all circumstances the CLIENT hereby warrants that these employees will abide by the nondisclosure obligation set forth in the previous paragraph.

Article 12. Termination

In the event that either Party: **(i)** substantially breaches any of the obligations assumed by virtue of the Order, or all or part of the clauses of these GCS; **(ii)** extinguishes its legal personality; **(iii)** ceases its activities on whatsoever grounds; or **(iv)** if any circumstance should arise that makes uninterrupted compliance with the obligations assumed by virtue of the Order so complicated that it cannot be reasonably anticipated that it can continue to satisfy these, the party that is not in breach will be empowered to cancel the Order at no cost, by providing the party in breach with written notification at least thirty (30) days beforehand.

Article 13. Severability

When any clause set forth in these GCS is declared null or unenforceable, in full or in part, this nullity or non enforceability will not extend to the remaining clauses, which will remain in force; the Parties will agree to replace any clause that becomes null or unenforceable with another valid clause as similar as possible in meaning.

Article 14. Industrial and intellectual property rights

The purchase of the Products only grants the CLIENT the right to use these products in accordance with the purpose for which they are fit and under no circumstance confers any industrial or intellectual property right whatsoever over these Products, over the technologies employed in these Products or over the trademarks belonging to AMPERE. In general, this purchase does not empower the CLIENT to carry out any reverse engineering procedures on these Products.

By the same token, the CLIENT hereby recognizes that Acceptance of the Offer does not grant this party the

right to use or discover any kind of know-how, trade secrets or confidential information belonging to AMPERE or the right to make use of the descriptions and technical information contained on the Products except for the purpose of assembling, operation, maintenance and dismantling the Products.

Article 15. Non waiver

Any waiver by AMPERE to the exercise of any of its rights will not imply a relinquishment to these or restrict the exercise of those rights at a future date.

Article 16. Applicable Law and Competent Jurisdiction.

The Order, together with these GCS, as well as any other contractual relationship established by and between the Parties with regard to the Order, will be subject to and interpreted in accordance with Spanish legislation.

The Parties, with express waiver to any other jurisdictional privilege to which they may be entitled, hereby expressly submit to the Courts and Tribunals of Valencia (Spain), for any disputes and/or litigation that may arise through the interpretation of, validity of or compliance with these GCS.

Article 17. Protection Data

AMPERE undertakes to comply in full compliance with personal data protection legislation in force, that is, among other, Personal Data Protection Organic Law 15/1999 of December 13, 1999 ("LOPD") and its implementing legislation.

In this regard, and to the extent that such information may include personal data to which AMPERE needs to access in order to supply the Product, AMPERE warrants to CLIENT that the access to such personal data shall not infringe, under any circumstances, the LOPD or its implementing rules or other legislation in force. In particular, AMPERE warrants to CLIENT that his access to personal data will occur only under contractual purpose.

Together with the delivery of the Product, AMPERE may provide after-sales, customer service and performance monitoring, therefore, the CLIENT expressly allows, through the acceptance of these GCS, the treatment of its personal data, as well as the Product functioning, that will be included and kept in Ampere's files. The mentioned data will be used in order to maintain the commercial relationship between AMPERE and the CLIENT, provide the services, improve the functioning, use and exploitation of the Product, diagnose underperformances, and update software. The mentioned data will not be transferred to third parties, except in case of compliance with an applicable law.

AMPERE warrants the CLIENT's rights concerning the access, rectification, cancellation and opposition of the treatment of Personal data, under the terms of Personal Data Protection Organic Law 15/1999 of December 13, 1999, through a written notification addressed to AMPERE to the following address: Poligono Industrial Campo Anibal, Avda. del Progreso nº 13, 46530, Puzol (Valencia).