

General terms and conditions of Sale and Delivery

ARTICLE 1 - DEFINITION

Buyer shall mean any person, firm or company who issues a Purchase Order or on whose behalf a Purchase Order is issued

Company shall mean Sulo Environmental Systems Pte Ltd, 18 Boon Lay Way, #09-117, TradeHub 21, Singapore 609966.

Purchase Order shall mean any request sent in writing or by electronic means for the purchase of Products.

Contract shall mean any contract formed by the Company's acceptance of a Purchase Order.

Products shall mean all or any part of the goods, materials, products or services supplied by the Company to the Buyer.

ARTICLE 2 - CONTRACT FORMATION

All Company's quotations are not binding. Unless otherwise stated a quotation is only valid for thirty (30) days from its date of issuance, provided that the Company has not previously withdrawn it.

The Contract shall not be deemed concluded until the Company has issued a written confirmation of the Purchase Order, including fax/e-mail or has begun performance under the Purchase Order.

The Company is not bound by the samples, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures and price lists. Catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them.

Any Purchase Order or acceptance of the Company's offer for the Products by the Buyer shall be deemed to be an offer by the Buyer to buy the Products subject to these terms and conditions of sale and delivery, particularly the reservation of title clause, as well as waiver of the Buyer's own purchase terms and conditions, regardless of whether the said purchase terms and conditions, or other documents containing an identical and/or alternative provision contrary to that specified herein, have been sent to the Company. The Company must expressly agree and confirm in writing any variation to these general terms and conditions of sale and delivery.

Should the Buyer cancel a firm Purchase Order for which the Company has begun performance, even in part, the Company may request that the Buyer pay up to 100% of the ex-VAT total of the cancelled Purchase Order.

ARTICLE 3 - PRICES

The Products are supplied at the price set out in the Company's quotation. Prices are in Euros, net, exclusive of VAT and do not include carriage/delivery charges unless otherwise quoted.

The Buyer must pay all taxes, duties and fees due in application of any regulations or those of the importing country or work regulations.

ARTICLE 4 - DELIVERY

4.1. Unless otherwise agreed, delivery times are given as an indication by the Company and deemed to commence running from the date of the Purchase Order acknowledgement. Unless specifically otherwise agreed, any failure to deliver within the stated delivery time cannot justify cancellation of the Purchase Order or compensation. The Company can not be held liable for any direct, indirect or consequential loss (such as but not limited to loss of profits, loss of business or pure economic loss), costs damages, charges or expenses suffered by the Buyer as a result of any delay in delivery or failure to deliver (even if caused by the Company's negligence). Time of delivery is not of the essence.

4.2. Unless specifically otherwise agreed by the Company and the Buyer, delivery shall be deemed to take place when the Products are delivered to or collected by an independent carrier or by the Buyer, whichever first happen. Risks of loss or damage to the Products shall pass upon delivery of the Products in accordance with the Incoterm stated in the Contract. Unless otherwise stated in the Contract, the Products will be delivered ExWorks, Seller's Plant (ICC Incoterms 2010). The reservation of title does not render the Company liable for these risks.

4.3. The Products always travel at the recipient's risk, even if consignments are delivered freight paid. In case of visual damages, the Buyer must send any complaints to the carrier within two (2) days of taking delivery. The Buyer must insure the Product as of delivery by the Company.

4.4 The Company may deliver the Products by partial delivery. Each partial delivery shall be invoiced and paid for in accordance with the provisions of the Contract. Each partial delivery shall be a separate Contract and no cancellation or termination of any Contract relating to a partial delivery shall entitle the Buyer to repudiate or cancel any other Contract or partial delivery.

ARTICLE 5 - OBLIGATION TO TAKE DELIVERY

Should the Buyer fail to take possession of the Products directly, or through the intermediary of its transport company, at the time and place agreed with the Company, it is nonetheless bound to make the payments scheduled on ordering, as if the Products were delivered, and to pay any costs incurred to store the Products.

ARTICLE 6 - PAYMENT

Unless otherwise agreed, the Products are payable according invoice payment term.

The Buyer may not invoke any dispute or return under warranty to justify suspending payment of the Products.

The failure to pay a bill on the due date shall lead to suspension of further deliveries, forfeiture of the payment terms and all sums due by the Buyer to the Company shall fall due forthwith.

By express agreement with no need for further notice, any sum unpaid on the due date shall by rights bear interest at the rate of the EURIBOR 3 months plus 2% starting to run from the due date for payment until receipt by the Company of the full amount.

Should the Buyer fail to respect a payment date, the Company may demand the return of the unpaid Products delivered, at the Buyer's cost, and cancel the Purchase Order in full or in part and, if need be, any related agreement or arrangement binding it to the Buyer. Should the Purchase Order be cancelled due to the Buyer's failure to meet any of the obligations arising under these conditions, particular in case of payment default, the Company reserves the right to retain the

deposit paid to it as an indemnity, without prejudice to any other damages and interest.

In case of serious doubt about the Buyer's solvency, even after partial shipment of the Purchase Order, the Company reserves the right to demand from the Buyer whatever guarantees it deems necessary to cover execution of the Buyer's undertakings. In case of refusal, the Company shall be entitled to cancel all or part of the order.

By express agreement, the Company reserves the right to write-off any sums owing to the Buyer against its debts, within the limit of the total amount outstanding.

ARTICLE 7 - RESERVATION OF TITLE

7.1 The Company sells with a reservation of title clause. The Company remains the owner of any product delivered until payment in full of all sums due in application of Article 6 above. As caretaker of the item, the Buyer is liable for any damage or loss incurred after delivery, and must take all necessary steps, at its own cost, to permit identification of the Products ordered from the Company at any time. The Company reserves the right to mark the Products with a number or reference.

7.2 The Company reserves the right to reclaim all or part of the Products concerned, as it deems fit, in case of failure to pay any instalment or in the cases referred to in paragraph 7.3. The Buyer undertakes to return the said Products to the Company, all expenses paid, upon the Company's first request. In the event that the Products are out-of-date or damaged, the resulting depreciation shall be taken into account to determine the Company's residual debt to the Buyer.

7.3 In case of petition for bankruptcy, suspended payment or any legal procedure concerning receivership or compulsory liquidation of companies or in case of application of the private settlement law, the Buyer must notify the Company immediately and provide forthwith, at its own cost, a full and honest inventory of the Products in stock, which must be held for the Company so that the reservation of title clause may be invoked.

7.4 In the cases referred to in paragraphs 7.2 and 7.3, the Buyer shall refrain from selling the Products without the Company's prior written agreement or from using title to the Products as a lien or security.

7.5 The Company may also claim from sub-buyers all or part of the price of the Products it has sold with reservation of title clause, unless paid in cash or kind or written off on the account between the Buyer and the sub-buyers. To exercise this right, the Buyer undertakes to supply the Company forthwith, on first request, all information or useful documents concerning its sub-buyers (name and address, quantity sold, sales statement, payment method and terms, etc., bills, sales ledger, etc.).

7.6 This reservation of title clause shall be valid for the full duration of the commercial relations between the Company and the Buyer, for all sales of Products of any brand and type, made or to be made between these two (2) companies.

7.7 The fact of ordering from the Company implies the Buyer's full acceptance of this reservation of title clause.

7.8 This clause constitutes, in all its provisions, a decisive condition, without which the Company would not have agreed to contract with the Buyer, which the latter expressly acknowledges.

ARTICLE 8 – WARRANTY

8.1 *Definition of the warranty.* the characteristics of the Products are those defined by the Company's specifications, barring different characteristics expressly agreed by the Company and the Buyer. The warranty covers any

manufacturing defects in normal conditions of use of the Products as described in the European Standards. Unless expressly agreed otherwise, the duration of the warranty is twelve months, as of the delivery date of the Products.

The repair, modification or replacement of parts during the warranty period cannot prolong the initial warranty period.

The warranty ceases to apply in the event that:

- the Products are damaged during transportation or stored by the Buyer in unsuitable conditions;
- the Product is misused, in particular, if subject to excessive strain (mechanical, chemical, electric, thermal etc.) exceeding the requirements of the standards EN 840 part 1 to 6, EN 13071 part 1 and 2, and EN 12574 part 1 to 3 ;
- the Buyer is guilty of negligence or lack of surveillance or care;
- faulty mounting, assembly or repair performed by the Buyer or anyone other than the Company, without the latter's permission;
- a Product failure or defect occurs because due incorrect use;
- the trademarks, serial numbers or seals of the Products are altered;
- harmful chemical products are used on the Products,
- the user did not use the proper truck and lifting device (amortisation bar, comb lifts...) as described in the adopted EN 1501- 5
- the waste collection does not comply with the adopted EN 1501- 5 and the EN 840 part 1 to 6 concerning the wheelie bins
- the waste collection does not comply with EN 13071 part 1 and 2 concerning the top lifted and bottom emptied stationary waste containers or any User's guide provided by the Company
- the waste collection does not comply with the adopted EN 1501- 5 and the EN 12574 part 1 to 3 concerning the stationary waste containers for trunnion, double trunnion or pocket lifting device.
- the lifting environment if needed, was to be secured by the collector.
- Manual waste collection

The Company shall not be held liable for and will not accept complaint under any circumstances for:

- Variations in weight and dimensions due to the use of different moulds and machines for the same Product;
- Variations in appearance or colour on one Product or on different Products of a same batch due to the use of different mix-material.

8.2 By express agreement, the warranty is strictly limited, at the Company's choice, to the replacement or repair of any Product deemed faulty by the Company, to the exclusion of any form of compensation, whether for direct, indirect or consequential loss.

8.3 The above constitutes the Company's full warranty and replaces any other formal, understood or regulatory warranties.

ARTICLE 9 - BUYER'S OBLIGATION

To be able to invoke the warranty, the Buyer must notify the Seller forthwith in writing of any defects it attributes to the Products and supply all supporting evidence to that end (description, pictures, Purchase Order' specifications,

conditions of use). The Buyer must give the Company full assistance to allow it to observe the said defects and remedy them. Furthermore, the Buyer must refrain from carrying out repairs directly or via others, unless expressly agreed by the Company.

ARTICLE 10 - INSTALLATION

The Company may install the Products object of the present sale. The follow-up to this installation is subject of a maintenance contract signed by the parties.

ARTICLE 11- COMPLAINTS- PRIOR AGREEMENT BEFORE RETURNS

Without prejudice to the measures to be taken with regard to the transport company, complaints relative to visible defects, missing, lost or damaged parts, or non-conformity of the Products delivered must be made in writing within four weeks of taking delivery of the Products. After that period, the delivery is deemed agreed by the Buyer and in conformity with the Purchase Order.

The Company's prior written agreement is required before returning any Products. Once agreed by the Company, the Buyer must return the Products at its own risk and in accordance with the negotiated conditions. Any Product returned without the Company's prior written agreement shall be held for the Buyer, at the latter's own cost and risk. It is up to the Buyer to supply receipts attesting to the observed defects or anomalies, excluding travel and labour costs. No complaints are accepted for unlisted Products billed as such.

ARTICLE 12 - INDUSTRIAL PROPERTY

12.1. The patents, drawings, models, plans, schemas, specifications, instructions for use, mounting and installation, technical sheets, test results, catalogues, quotes and, generally speaking, all documents sent at the Buyer's request are the exclusive property of the Company and consequently may not be communicated, executed, reproduced, circulated or used in any way without the Company's prior written permission. They must also be returned at the Company's request.

If the Products sold are made according to plans, drawings and specifications supplied by the Buyer, the latter hereby guarantees the Company against any claims and all damages under third party industrial or intellectual property infringement claims stemming from our use of the technical documents supplied by the Buyer.

12.2. The Company does not implicitly or explicitly vouch for the fact that the Products do not infringe any patents or other intellectual property rights such as copyrights, trademarks, drawings, models, software, etc. owned or controlled by another party.

Consequently, the Company is not under any circumstances directly or indirectly liable to the Buyer or its clients for the consequences of alleged or proven infringements of third party rights following the purchase, use or sale of the Products.

Purchase of a Product does not entitle the Buyer to use the industrial property rights pertaining thereto.

The Buyer agrees not to modify and/or alter any trademarks placed on the Products without the Company's prior written consent. The Buyer undertakes to have its clients respect this clause.

ARTICLE 13 - LIABILITY

The Company may not be held liable for:

- damages incurred by the Buyer's failure to meet its own obligations;
- indirect or consequential damages and intangible damages such as loss of profit or loss of earnings, notwithstanding any foreknowledge the Company may have regarding the probability of any such damage.

Notwithstanding anything to the contrary, the Company's total liability arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

The Company's liability is strictly limited to the provisions of this Article. The Buyer vouches for the fact that its insurers, or any party with which it is under contract, shall waive any recourse against the Company or its insurers for damages excluded from this Article, for which it must duly indemnify the Company.

ARTICLE 14 - FORCE MAJEURE

Neither party may claim against the other party, particularly for delays, in case of failure to meet obligations due to force majeure; by force majeure we mean all events that are beyond the parties' control, unforeseeable or else unavoidable, preventing execution of all or part of the obligations falling to them, such as existing or future strikes, lock-outs, unavailability or substantial rise in the cost of raw materials, energy, labour force, breakdown of necessary production machines, subcontractors' default, acts of war, riots, fires, natural disasters, compliance with applicable laws or regulations issued by a government or other competent administrative authority. The Company may subsequently postpone or cancel all or part of the Purchase Order that is suspended, to the exclusion of any indemnity.

ARTICLE 15 - NON WAIVER OF RIGHTS

No delay, inaction, abstention or omission by the Company in exercising any of its rights under these General Terms and Conditions of Sale and Delivery shall affect the said right, nor may it be deemed to imply a waiver of the Company's right to invoke the right at a later date.

ARTICLE 16 - JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions of Sale and Delivery are governed by and construed in accordance with the French law, to the exclusion of the United Nations Convention on the International Sale of Goods ("Vienna Convention" of 1980) for all disputes arising in the interpretation or execution of these General Terms and Conditions of Sale and Delivery.

The Nanterre Courts (France) have sole competence to hear any dispute that cannot be settled amicably, even in case of introduction of third parties or plurality of defendants.