

# TERMS AND CONDITIONS OF SUPPLY

May 2019

## 1. Scope

1.1 These Terms and Conditions of Supply apply to and are deemed to be incorporated in all contracts for the sale of Products or the supply of goods and/or services by DURAPOWERS HOLDINGS PTE LTD, DURAPOWERS TECHNOLOGY (SINGAPORE) PTE LTD, SUZHOU DURAPOWERS TECHNOLOGY CO. LTD, DURAPOWERS TECHNOLOGY GROUP B.V. and future associate and subsidiary companies globally (DURAPOWERS, hereinafter) and/or its correspondent Purchase Orders. No addition or variation or waiver of these Conditions has any legal effect except as specifically agreed by DURAPOWERS in writing. These Conditions shall prevail over terms and conditions included in any document whatever and stipulated by the Buyer.

1.2 This document, together with the quotations, order acknowledgments, invoices and specifications (and all supplements and attachments thereto issued by DURAPOWERS from time to time) shall constitute the entire agreement Supply Conditions between Buyer and DURAPOWERS for each such sale between the parties. In the event of any inconsistency between these Terms and Conditions of Supply and the provisions on the quotation or on any supplement or attachment thereto, the provisions contained on the quotation or on such supplement or attachment shall control.

1.3 Additional or different terms provided in Buyer's purchase order which vary in any degree from any of the terms herein are hereby objected to and rejected. Any conduct by Buyer (including, without limitation, sending an order, payment for, or use of, the Product) shall constitute acceptance by Buyer of this Terms and Conditions of Supply (TCS, hereinafter).

## 2. Definitions

"Product" means and includes any goods, machinery, systems or related parts or spare parts designed, manufactured, assembled and/or supplied by DURAPOWERS and includes singular and plural when required by the context.

"Buyer" includes any principal or agent or subcontractor of the Buyer.

"Location" means the place where the Product has to be installed.

### 3. Quotations and Acceptance

3.1 Prices and terms of contract quoted by DURAPOWVER shall exclude the cost of freight and packing. Delivery shall be from DURAPOWVER's premises at Singapore or Changshu, Suzhou (China) or its designated suppliers (FCA. Incoterms 2010 definition) unless otherwise agreed with the Buyer in writing.

3.2 Prices quoted by DURAPOWVER shall remain in force for a period of thirty (30) , as from the date of the quotation, unless otherwise agreed between the parties or unless DURAPOWVER 's costs has increased within this term due to reasons beyond of DURAPOWVER's control.

3.3 The obligations of DURAPOWVER hereunder are subject to the prior receipt by DURAPOWVER of any export licenses required in connection with the shipment of the Product, if any. In addition, nothing contained herein shall be deemed to require DURAPOWVER to take any action that would constitute, directly or indirectly, a violation of any laws of any applicable jurisdiction, and DURAPOWVER failure to take any such action shall not be deemed a breach hereunder.

### 4. Schedules and Delays

4.1 DURAPOWVER shall during the design and manufacture or assembly of the Product provide the Buyer with progress schedules and notify the Buyer of any projected delays in delivery. Notification of any delay shall give DURAPOWVER 's best estimate of the date on which dispatch is projected.

4.2 Delivery term is not an essential provision of any supply, but the probable foreseen date of delivery only.

### 5. Control and permits. Notice of defects

Prior to shipment DURAPOWVER will conduct inspection of the Product as it deems desirable to facilitate installation and commissioning at destination. Unless otherwise agreed, Buyer is responsible for drawing up documentation and obtaining any and all required permit, homologation or alike from the local authorities, if any. Upon arrival at destination of Product(s) and no later than seven (7) calendar days, Buyer will conduct inspection of Product and shall immediately report to DURAPOWVER in the event of any apparent mistake, error, defect or dysfunction.

### 6. Shipment

6.1 Unless otherwise agreed, Buyer is responsible for transportation from DURAPOWVER's premises in Singapore or Changshu, Suzhou (China) or its designated suppliers. DURAPOWVER shall at the Buyer's request and

expense arrange carriage and insure the Product against normal transit risks, but in the event of loss or damage whether or not caused by the negligence of DURAPOWERR or its carrier or any third party, DURAPOWERR liability shall be limited to endorsing to Buyer the benefit of such insurance.

6.2 If instructions for dispatch are not received or if Buyer otherwise fails to take delivery or it requires DURAPOWERR to delay delivery beyond any agreed delivery date, DURAPOWERR shall be entitled to make arrangements for storage of the Product and to charge Buyer accordingly and Buyer shall become responsible for the risk of loss of or damage to the Product and for paying the contract price as if the Product had been delivered. DURAPOWERR shall be entitled, after prior reasonable notice to Buyer, to dispose of the Product elsewhere.

## 7. Installation and Commissioning

7.1 If requested, DURAPOWERR or DURAPOWERR's subcontractor(s) will provide supervisory services or perform installation or commissioning services on the Product. These services are not included in the quotation and shall be supplied upon concrete order, quotation and acceptance. Buyer shall pay the services at the specified rate per day/man/woman plus living and travel and any other ancillary expenses that may be incurred to perform such services. To this purpose, one day means eight (8) hours. Additional hours per day and Saturdays and Sundays shall be charged with an additional premium. If such services are finally required for a number of days in excess of the period agreed, Buyer shall inform DURAPOWERR in writing of the requirement and DURAPOWERR reserves the right to request Buyer to pay for additional days in the same manner as specified above plus any additional costs or expenses incurred by reason of the extension of the period of service, including journey costs for travelling from location to DURAPOWERR's premises of DURAPOWERR's employees during the week-end.

7.2 Buyer shall secure that the location where the Product has to be installed meets at least the DURAPOWERR's specifications of application environment or required by Buyer and accepted by DURAPOWERR. If DURAPOWERR is not satisfied with the preparatory work and/or conditions of the location of the Product, it reserves the right to suspend the commissioning, if it is under DURAPOWERR's responsibilities, according to the quotation and charge for costs caused by delay of commissioning.

7.3 Buyer shall be responsible for obtaining all necessary permits and licenses or alike and for providing DURAPOWERR with all necessary information and drawings about the location where the Product will be installed and shall provide at its own expense such ancillary services and

facilities as DURAPOWVER may reasonably require to fulfil the installation when required according to the terms of the quotation.

7.4 DURAPOWVER shall not be responsible for the download, provision of and connection to services, and utilitarian or raw materials.

7.5 Buyer shall ensure safe and adequate access to the location for DURAPOWVER's employees and/or subcontractors and shall be responsible for the safe custody of all Products, materials, and other property left on the site by DURAPOWVER in the course of installation and commissioning. The Buyer shall be liable for any injury suffered by DURAPOWVER or its employees and/or subcontractors, except to the extent that such injury is caused by their own negligence.

## 8. Payment

8.1 Full payment must be made to DURAPOWVER within in advance at order confirmation by bank wire, unless otherwise agreed in writing. Product shall remain the full property of DURAPOWVER until the Buyer has made full and unconditional payment. If any payment is overdue, DURAPOWVER shall be entitled to suspend further deliveries or services.

8.2 In addition, if DURAPOWVER does not receive full payment of amounts due by the date required herein or agreed shall accrue interest at a rate of twelve per cent (12%) of the outstanding balance per annum, or the maximum rate allowed by the applicable law, whichever is lower, from the date such payment is due to DURAPOWVER until the full invoiced amount is fully paid. In addition, Buyer shall be responsible for DURAPOWVER's collection costs and attorneys' fees in collecting any past due amounts.

8.3 If any payment is overdue, DURAPOWVER shall be entitled to suspend further deliveries or services.

### 8.4 Retention of title by

Title to the Product shall remain vested in DURAPOWVER and shall not pass to the Buyer until the purchase price for Product has been paid in full and received by DURAPOWVER. Until title to Product passes:

(a) DURAPOWVER shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of Product;

(b) DURAPOWVER and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which Product or any part are stored, or upon which DURAPOWVER reasonably believes them to be kept;

(c) The Buyer shall store or mark Product in a manner reasonably satisfactory to DURAPOWVER indicating that title to the Product remains vested in DURAPOWVER; and

(d) The Buyer shall insure the Product to their full replacement value, and arrange for DURAPOWVER to be noted on the policy of insurance as the loss payee.

8.5 Irrespective of whether title to the Product remains vested in DURAPOWVER, risk in the Product shall pass to the Buyer upon delivery.

## 9. Delivery

9.1 Although DURAPOWVER shall endeavour to supply the Product within the specified time, DURAPOWVER shall not be liable for delays due to any cause beyond DURAPOWVER's reasonable control.

9.2 DURAPOWVER is allowed to make partial shipments.

9.3 Unless otherwise agreed, at arrival of the Product, any damage to the Product or discrepancy with the packing list must be: (i) notified to DURAPOWVER in writing within three (3) working days and (ii) stated in the CMR or forwarding agent's receipt alike, failing which DURAPOWVER shall not be liable for damages, losses or discrepancies with the packing list or damage to the Product. Failure by Buyer to give such notice and make such statement shall constitute acceptance and a waiver of all such claims by Buyer.

9.4 Buyer shall be required to procure at its own expense any import licenses or related documentation required for the country of destination and/or any intermediate destination to which the Product is to be dispatched or delivered. Buyer shall be responsible for any and all import duties, taxes, leaves, fees, cost and alike.

## 10. Intellectual Property

10.1 Any know how, technical information, drawings, specifications or documents supplied in connection with the supplies made by DURAPOWVER to Buyer shall be kept confidential by Buyer and shall not be disclosed to any third party or used for any other purpose than for the purpose of the supply without the prior written consent of DURAPOWVER, unless and until the same is or becomes public knowledge.

10.2 Ownership of any and all intellectual property rights are hereby retained by DURAPOWVER.

10.3 DURAPOWVER is not aware that the Product infringes any third party patent or any other intellectual property restrictions as and when

supplied, but DURAPOWER gives no other warranty against patent or other intellectual property infringement and shall not be liable in respect thereof.

10.4 If DURAPOWER introduces variations to the Product to meet Buyer's special requirements, or to Buyer's own specifications no warranty is given and Buyer shall accept full liability in respect of any and all infringement of patents or other intellectual property rights and agrees to indemnify and keep DURAPOWER harmless against any and all claims, losses or costs arising therefrom.

10.5 No warranty is given that any particular use of the Product, or any technique employed therewith is free from patent or other intellectual property restrictions. Any advice given by DURAPOWER in relation thereto is given without liability to DURAPOWER.

10.6 The trademarks and names of DURAPOWER shall not be used by Buyer otherwise than as applied by DURAPOWER to the Product supplied.

## 11. Warranty

11.1 For the purposes of this Agreement, a "Defective Product" shall mean any single Product or part thereof supplied by DURAPOWER to Buyer under this TCS, suffering a manufacture malfunction, resulting in performance that does not meet the performance specifications of the Product, as specified in the quotation (Data Sheet of the Products), and which is confirmed by DURAPOWER or proved by Buyer to be suffering from such malfunction and being covered by DURAPOWER's warranty under this Agreement.

11.2 DURAPOWER warrants that the Product at Delivery shall conform to the technical features as described in the quotation (Data Sheet or Proposal of the Product), subject Buyer (i) orders installation and commissioning services to DURAPOWER or Buyer duly performs installation, commissioning, as the case may be and (ii) Buyer conducts due maintenance, all this according to the DURAPOWER's product manuals for installation, commissioning and maintenance, for standard twelve (12) months unless stated on the Quotation or Purchase Order, plus a grace period of one (1) month , after Delivery ("Warranty Period"). However, DURAPOWER informs and Buyer accepts that the supplied warranty replacement Product can be slightly different.

11.3 Subject to due compliance by Buyer of the sections herein, DURAPOWER warrants its Products against any manufacturing defect at delivery. The warranty is subject and restricted to the following conditions:

(a) Notice: Buyer provides DURAPOWER with writing notice about

(i) In case of any apparent defect in the Products within three (3) working days, as of the delivery date; or

(ii) With regards to non-apparent defects, the Buyer shall provide notice to DURAPOWERS in writing within three (3) working days as of the defect is or should have been detected, but always within the warranty validity period. Once whatever of the above mentioned periods expire without the Buyer providing the related notice of defects, the warranty shall become void in respect to the apparent defects or hidden defects as the case may be.

(b) The warranty is limited, at the option of the DURAPOWERS, to the repair or arrange repair by an authorised subcontractor of the Product or the defective part thereof, (limited to manpower) or replacement (limited to the Product itself or the defective part thereof) or refunding of the price of the Product. Any other associated costs of any kind as, but not limited to, transport, displacements, package disassembly, installation or whatever, are hereby excluded.

(c) DURAPOWERS may request Buyer to place at DURAPOWERS's disposal the defective Product or the defective parts thereof in the same condition they were delivered, before proceeding to its repair, replacement or refund.

(d) Regarding the components of the Product or parts thereof not of its own manufacture, DURAPOWERS's liability is limited to passing on to Buyer the benefit of any guarantee or warranty given to DURAPOWERS by the manufacturer for such component of the Product or part thereof;

(e) DURAPOWERS shall not be responsible if the defect claimed under warranty has been caused by one or more of the following causes:

(i) Buyer or any third party has caused the defect by negligence, incorrect handling or improper use or lack of due maintenance;

(ii) Product(s) were used for a purpose for which they were not designed for;

(iii) Product(s) were connected to other products or hardware or to an incompatible software;

(iv) Wear and tear;

(v) Unauthorized modification of the Product or replacement of parts of the Product by the Buyer or end-user(s).

(f) The enforcement of any DURAPOWERS's duty under warranty is conditioned that Buyer has paid timely and continue to pay timely any and all supplies made by the DURAPOWERS to the Buyer.

(g) In no case, the fact that a Product needs to be upgraded after its delivery, due to new requirements of the market as from the delivery date shall be considered a Defective Product. Such upgrade and/or improvement of the Product, as soon as available, if it is, shall be subjected to a new order by Buyer to DURAPOWERR and the parties shall agree about the terms and conditions of such an order.

(h) Nothing in this section shall be understood as an extension to the term for notices related to discrepancies with the packing list and damages to the Product at arrival, as described in section 5 herein.

(i) BUYER ACCEPTS THAT THE WARRANTIES AND CONDITIONS SET OUT IN THESE SUPPLY CONDITIONS APPLY TO ANY SUPPLY OF PRODUCT IN LIEU OF ALL OTHER EXPRESS AND/OR IMPLIED AND/OR STATUTORY WARRANTIES (EXCEPT TITLE) THAT MAY BE CLAIMED ON THE GROUNDS OF LAW, USES OR CUSTOMS, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE DIFERENT FROM THE ONE MENTIONED IN THE QUOTATION, AND ANY SUCH IMPLIED TERMS AND CONDITIONS ARE HEREBY EXPRESSLY EXCLUDED TO THE EXTENT PERMITTED BY LAW. BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE PRODUCT SOLELY ON THE BASIS OF THE COMMITMENTS OF DURAPOWERR AS EXPRESSLY SET FORTH HEREIN.

(j) FOR THE AVOIDANCE OF ANY DOUBT, BUYER BY PASSING AN ORDER AGREES TO RENOUNCE TO ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REMEDY TO THE LARGEST EXTENT ALLOWED BY LAW.

## 12. Safety

So far as reasonably practicable DURAPOWERR has ensured that its Products has been designed and constructed as to be safe and without risks to health when properly installed and used in accordance with DURAPOWERR's operating instructions. The buyer is aware of the local laws and regulations about risks regarding health and safety and of the Product specifications and operation. Therefore, Buyer is solely responsible for any risks regarding due compliance of such laws and regulations by the Product and its operation as from delivery and shall ensure that the individuals that will use, maintain or otherwise ensure the Product receive adequate training and safety literature. Standard safety literature will be supplied by DURAPOWERR free of charge and may be photocopied by the Buyer if required and the Buyer has to check such literature and complete it, if needed, to duly accomplish with any local requirement.

## 13. Insurance and Liabilities

13.1 Buyer by passing an order commits and secures to be sufficiently ensured for civil liability to reasonably cover any risk. Neither party will be



liable to the other party in any action or claim for incidental, special, consequential, indirect, punitive, exemplary or statutory damages, including without limitation any loss of revenues, loss of savings or loss of profits for any matter whatsoever, arising out of or related to any supply under this supply conditions, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of seller), statute or otherwise, including fundamental breach or negligence, even if the party has been advised of such possibility of such damages.

13.2 The parties' liability for any claim of any kind, for any loss or damage arising out of, connected with or resulting from any supply under this TCS or from the performance or breach thereof, shall in no case exceed the purchase price allocable to the Product or unit thereof which gives rise to the claim. For undelivered Product, DURAPOWERS liability is limited to the difference between the market price for a similar Product and DURAPOWERS price. The parties shall not be liable for penalty clauses of any description.

13.3 Any action resulting from any claim arising under this agreement which is brought by any of the parties must be commenced within one (1) year after the cause of action has accrued, otherwise the party shall lose his entitlement to the claim.

#### 14. Indemnity

DURAPOWERS SHALL NOT BE LIABLE TO BUYER FOR, AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DURAPOWERS AND ITS ASSOCIATED OR SUBSIDIARY COMPANIES, RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES, AND THE SUCCESSORS AND ASSIGNS OF THE FOREGOING, FROM AND AGAINST, ALL OR ANY PART OF ANY CAUSES OF ACTION, CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY "CLAIMS") FOR INJURY, ILLNESS OR DEATH TO PERSONS (INCLUDING, WITHOUT LIMITATION, THIRD PARTIES AND BUYERS EMPLOYEES AND ITS AGENTS, CONTRACTORS, SUBCONTRACTORS AND CUSTOMERS, AND THEIR RESPECTIVE EMPLOYEES) AND DAMAGES TO OR LOSS OF PROPERTY (INCLUDING, WITHOUT LIMITATION, THAT OF BUYER OR THIRD PARTIES) ARISING OUT OF OR RESULTING FROM BUYERS PURCHASE, OWNERSHIP, TRANSPORTATION, RECEIPT, HANDLING, STORAGE, PROCESSING, ALTERATION, USE, DISPOSAL OR RESALE OF THE PRODUCT, ALONE OR IN COMBINATION WITH OTHERS OR IN THE OPERATION OF ANY PROCESS.

## 15. Force Majeure

15.1 DURAPOWERR and the Buyer shall be relieved from liability hereunder for failure to perform any or all of its obligations, for the time and to the extent of such failure to perform where the Party's failure is occasioned by any cause or causes of any kind or character reasonably beyond the control of the Party (any such cause herein called "Force Majeure"), including, without limitation: Acts of God, accidents, fire, explosion, flood and hurricanes; strikes, lockouts or other industrial disturbances; riots or civil commotion; war, declared or undeclared; compliance with any laws, rules, regulations, ordinances, codes or executive orders of any kind and nature now or hereafter in effect promulgated by any federal, state, county or local government, or any other government (domestic or foreign) or any other governmental agency (domestic or foreign)(collectively, the "Laws") including, without limitation, priority, rationing, allocation or pre-emption orders or regulations affecting the conduct of DURAPOWERR 's business which DURAPOWERR in its sole discretion deems it advisable to comply with as a legal or patriotic duty; cancellation of DURAPOWERR's license to operate its plant; shortage or breakdown or other failure of facilities used for manufacture or transportation; shortage of labour; inability to secure, all at reasonable prices or on account of shortages of, transportation, power, fuel, materials or supplies; or total or partial shutdown due to DURAPOWERR's normal plant turnaround or as required by DURAPOWERR's operation. If any of the Parties is rendered unable by Force Majeure to carry out its obligations under this Agreement, that Party shall give notice to the other Party, and upon the giving of such notice the obligations the Party, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused.

15.2 Upon the cessation of the cause or causes for any such failure or delay, performance hereof shall be resumed, but such delay shall not, except by mutual agreement, obligate DURAPOWERR to make up deliveries or Buyer to purchases quantities so missed. Settlement of strikes or lockouts shall be entirely within the sole discretion of the Party affected by the Force Majeure, and that Party shall not be required to settle strikes or lockouts by acceding to the demands of the employees involved, when such course is inadvisable in the affected Party's sole discretion.

15.3 If the delivery of Product should be delayed for more than six (6) months, Buyer shall be entitled to cancel the order/s or the remainder thereof, subject to payment of the price of any partial performance (if any) and neither of the parties shall be entitled to any other damages or compensation whatsoever.

## 16. Termination

If the Buyer commits any act of bankruptcy or, being a company, has a receiver appointed or an administration order made against it or goes into liquidation (except for the purpose of reconstruction or amalgamation) or commits any breach of any provision of these conditions of supply, then all sums due hereunder shall immediately become due and payable and DURAPOWER may, notwithstanding any previous waiver, terminate any current supply forthwith by written notice, with no liability to DURAPOWER, but without prejudice to any prior right of either party.

## 17. Governing Law

These conditions of supply are governed by the laws of the Republic of Singapore.

## 18. Arbitration

18.1 DURAPOWER and Buyer shall endeavour to settle possible points at issue or disputes in an amicable way. In case a controversy cannot be resolved by the management dealing with the matter on an operational level, the dispute shall be transferred to the Chief Executive Officers of both parties who shall then try to find a mutual solution within thirty (30) days following their involvement.

18.2 If the foregoing procedure does not lead to a solution then, all disputes arising out of or in connection with this Agreement including, but not limited to, any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce ("ICC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of a single arbitrator to be appointed by the ICC. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the parties.

18.3 The arbitrator will be a citizen expert in the applicable law and in arbitration procedures. The hearings, if any, shall be held in Singapore.

## 19. Nullity

19.1 If any provision or part thereof of this TCS is held to be unenforceable by the competent court, then the remaining provision will continue in full force and effect. The parties acknowledge and agree that if any provision of this Agreement, or any part thereof, is held to be invalid or unenforceable by a competent court due to such provision or part thereof having an excessive or illegal time period and/or overly broad or illegal scope, such invalid or unenforceable provision or part thereof shall

automatically be substituted by the same provision having the same intent, but having a legally valid time period and/or scope.

19.2 In the remaining cases, the Parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision or part thereof, which substitute will be as consistent as possible with the original intent of the parties. If the Parties are unable to agree about such substitute for the unenforceable provision or part thereof, then the Court shall interpret the contract and implement such provisions or part thereof held to be unenforceable within the full extent permitted by law and the Court shall interpret the full contract as a whole and as closely as possible to the initial intent of the parties.

## 20. Waiver

Unless provided hereunder otherwise, the failure of any of the parties to exercise, and/or any delay in exercising any right or remedy under the terms of this TCS shall be deemed waiver of the same, nor partial or single exercise of any right or remedy preclude the future exercise thereof or the exercise of any other right or remedy which is granted by this TCS or any related document or by law.

## 21. Binding Effect and Assignment

The rights and obligations of Parties under this TCS or any agreement or contract that may arise from any order sent by the Buyer and accepted by DURAPOWER cannot be transferred, assigned or subrogated, in whole or in part, by any Party hereto without prior written consent of the other, but shall be binding upon and ensure the appropriate benefit and be enforceable by the parties that signed this TCS and any successor, permitted assigns or legal representative.

## 22. Compliance with Laws

Buyer shall comply with all local Laws in any way in its country relating to Buyer's purchase, ownership, transportation, receipt, handling, apply, storage, processing, alteration, use, disposal or resale of the Product or in the operation of any process. DURAPOWER shall comply with all Laws in any way in the Republic of Singapore relating to DURAPOWER's sale, ownership and delivery under FOB China terms.

## 23. Responsible Practices

23.1 Buyer acknowledges that DURAPOWER has furnished product literature or information, such as installation manuals that include warnings and safety and health information related to the Product to be furnished hereunder. Buyer shall:

(a) familiarize itself with such information;

(b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the Product furnished hereunder, including, without limitation, special care and practices as Buyer's use of the Product requires including, without limitation, all such practices required by applicable Laws;

(c) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods furnished hereunder, and

(d) comply with applicable safety and environmental Laws and take action necessary to avoid any dangers to persons, property or the environment.

23.2 Buyer shall indemnify, defend and hold DURAPOWERS harmless against any and all third party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorneys' fees and expenses) to the extent arising out of Buyer's failure to comply with any of its commitments under this Section 23.

#### 24. Survival

Notwithstanding the termination of the relationship between DURAPOWERS and Buyer, these terms and conditions of supply, shall be maintained until full compliance. The Parties' rights and remedies and the parties' obligations and responsibilities which have accrued before, or by their nature would extend beyond, the expiration, termination or other cancellation of this TCS shall survive such expiration, termination or other cancellation and continue to bind the parties and their permitted successors and assigns indefinitely until fulfilled or waived (including, without limitation, Sections [17 to 24, confidentiality duties, warranty duties, limitation of liabilities]

Buyer hereby acknowledges that Seller has sufficiently called to Buyer's attention the underlined and boldfaced provisions of these terms and conditions.