

Unlimited Energy Australia Pty. Ltd.

ACN 609 291 634

General Terms and Conditions of Supply of Products

1. GENERAL

All Products shall be provided on the basis of these General Terms and Conditions of Supply of Products and supersede all terms and conditions previously issued by the Seller.

2. ORDER ACCEPTANCE

Every quotation may be withdrawn or changed at any time until such time the Buyer's order is received and accepted by the Seller by way of an order confirmation.

3. PRODUCT QUALITY AND DOCUMENTATION

3.1 Unless otherwise agreed between the Parties in writing, the quality of the Products is determined in accordance with the Seller's technical specifications valid at the time of delivery.

3.2 All drawings and technical documents relating to the Products or their manufacture submitted by one party to the other shall remain the property of the submitting party.

3.3 Drawings, technical documents or other technical information received by one party shall not, without the consent of the submitting party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

3.4 All technical specifications and drawings submitted to the Buyer by the Seller shall be regarded as approximate only. Descriptions and illustrations contained in catalogues, price lists and other written material shall be treated as merely presenting a general idea of the Products described therein and shall not form part of the Agreement.

4. SUPPORT SERVICES

Insofar as the Seller provides advice or other support services, this advice is given to the best of its knowledge. Advice and information with respect to suitability and application of the Products shall not constitute a binding representation or warranty and shall not relieve the Buyer from undertaking his own investigations and tests with regards to the suitability of the Products supplied for the processes and purposes for which it intends to use them.

5. PRICE

5.1 The Buyer shall pay the agreed purchase price specified in the offer in accordance with the terms of payment stipulated therein. Unless otherwise agreed, the purchase price shall be deemed to include the costs for standard packing, but exclusive of any transport costs, freight insurance, unloading, taxes, customs duties, import duties, and any other charges, including GST, which shall be paid by the Buyer.

5.2 The purchase price shall not include any costs for variations or modifications to the design, specifications or drawings of the Products.

5.3 The purchase price does not include GST (Goods and Service Tax), i.e. any tax, levy, charge or impost implemented under the A New Tax System Act ("GST Act") or any Act of Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to the GST Act.

If the Seller becomes liable to pay GST in respect of the sale of the Products, the price payable under this Agreement will be increased so that after payment of the GST by the Seller, the net amount retained by the Seller is the same as before GST applied.

If the Seller becomes liable to pay GST, the Seller will notify the Buyer of the amount of GST to be paid and will provide the Buyer with the appropriate invoice including a reference to the applicable amount of GST.

The Buyer shall pay that invoice pursuant to the terms and conditions of this clause 5.3.

6. TERMS OF PAYMENT

Payment for any Products delivered by the Seller shall be made at the net invoice price without deduction of any discount within 14 (fourteen) days after receipt of the invoice. Goods only released after payment received in full. If at any time these terms of payment are exceeded, the Seller reserves the right to cancel any outstanding or uncompleted orders, and all expenses incurred thereby shall be for the Buyer's account.

7. DELAY IN PAYMENT

7.1 Failure to pay the purchase price by the due date shall be regarded as a material breach of contractual obligations. In this case, the Buyer shall be liable for all costs incurred by the Seller and will indemnify the Seller from and against any loss, liability, charge, or expense which the Seller might suffer, as the case may be.

7.2 In the event of a default in payment by the Buyer, the Seller is entitled to charge interest on the amount 25809214 v2 National 18 06 14 outstanding at a rate of 12% p.a.. Interest shall accrue daily and shall be payable on demand.

8. DELIVERY

Delivery shall be effected in accordance with the terms agreed upon in the Agreement, for which the last version of the INCOTERMS is applicable. If there are no trade terms specifically agreed upon, the delivery shall be Free Carrier (FCA) at the Place of Delivery named by the Seller

9. TIME OF DELIVERY; DELAY

9.1 The time of delivery is specified in the Seller's each order confirmation and commences by the time the Agreement is entered into and all agreed preconditions to be fulfilled by the Buyer have been satisfied.

9.2 All further rights and claims including liquidated damages resulting from delayed delivery are expressly excluded.

10. RISK

In accordance with the terms agreed upon in the Agreement, the risk of loss or damage to the Products shall pass to the Buyer from the time delivery has taken place and the Seller shall not be responsible for any loss or damage to the Products thereafter.

11. RESERVATION OF OWNERSHIP

Notwithstanding delivery to the Buyer, all Products sold by the Seller shall remain the Seller's sole property until the Products are paid for in full by the Buyer. In this regard, the Personal Property Securities provisions as set out in clause 19 apply.

12. WARRANTY

Unless otherwise agreed upon by the Parties in writing, the TESVOLT original equipment manufacturer warranty terms apply. A copy can be found on the website: www.tesvolt.com

The Seller gives no other warranties to the Buyer, neither expressly nor implicitly.

14. LIMITATION OF LIABILITY

Notwithstanding anything else contained in these General Terms to the contrary, the Sellers liability, whether by way 25809214 v2 National 18 06 14 of indemnity, guarantee, by reason of any breach of contract, statutory duty or by reason of tort (including but not limited to negligence) or any other legal principle or doctrine, shall be limited, to the fullest extent permitted by law, for:

(a) any loss of profits, loss of use, loss of revenue or loss of anticipated savings, for any financial or economic loss (whether direct or indirect), or for any consequential or indirect loss or damage whatsoever; and

(b) any other amount which, in aggregate with any other liability (being any past, present or future liability) to which this clause applies, exceeds the aggregate value of all payments of the purchase price made under these General Terms.

15. PATENTS

The Buyer shall have no claim of whatsoever nature against the Seller arising out of or flowing from any damages suffered by the Buyer as a result of any patent or trade mark relating to any of the Products sold being infringed, cancelled, breached or otherwise set aside or declare invalid.

16. FORCE MAJEURE

16.1 The Parties shall be entitled to suspend performance of their obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous by industrial disputes and any other event beyond the control of the Parties, such as fires, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this clause. The aforementioned events, the Agreement, shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.

16.2 The party claiming to be affected by the events mentioned under clause 16.1 above shall notify the other party in writing without delay on the intervention and on the cessation of such events. If an event as mentioned under clause 16.1 above prevents the Buyer from fulfilling his obligations, he shall compensate the Seller for expenses incurred in securing and protecting the Products.

16.3 Regardless of what might otherwise follow from these General Terms, the Parties shall each be entitled to terminate the Agreement by written notice to the other party if

performance of the Agreement is suspended for more than six months.

17. COMMUNICATION

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

18. ASSIGNMENT

The Buyer shall not assign any of its rights or obligations hereunder without the prior written consent of the Seller.

19. PERSONAL PROPERTY SECURITIES

19.1 In this clause 19, the terms 'Register'; 'Purchase Money Security Interest'; 'Proceeds'; 'Security Agreement'; 'Security Interest'; 'Verification Statement'; 'Financing Statement' and 'Financing Change Statement' will have the meaning given to them in the Personal Property Securities Act 2009 (Cth)(PPSA).

19.2 The Buyer: (a) acknowledges that the Agreement constitutes a Security Agreement for the purposes of the PPSA; (b) grants a PPSA Security Interest to the Seller for all;

(i) Products (and the Proceeds) previously supplied by the Seller (if any) and in all future Products to be supplied; and

(ii) Products which is subject to these Terms.

19.3 The Buyer acknowledges that: (a) the Seller may register its PPSA Security Interest in the Products (and the Proceeds) as a Purchase Money Security Interest on the Register; and (b) it must execute documents and do such further acts and things and provide such further information as may be required by the Seller to enable registration of the Security Interest granted by the Buyer on the Register, or to perfect or correct any registration.

19.4 The Buyer agrees to the extent permitted by law, that the Seller owns, and the Buyer waives any rights the Buyer may have to anything installed in or affixed to the Products, including any rights the Buyer might otherwise have under Part 3.3 of the PPSA.

19.5 The Buyer certifies that the Products will be held by the Buyer in the furtherance of any enterprise to which an Australian business number has been allocated. 25809214 v2 National 18 06 14

19.6 The Buyer acknowledges and agrees that where the PPSA applies to action taken by the Seller in relation to the Products the Buyer:

(a) agrees that section 116(2), 120, 125, 142 and 143 of the PPSA will not apply; and

(b) waives its right to receive any notices the Seller is required to give the Buyer under the PPSA (to the extent that the notice can be excluded) and includes any right to receive a notice under sections 95, 118(1)(b), 121(4), 123(2), 130, 132(3)(d), 132(4) and 135 of the PPSA and any Verification Statements.

19.7 The Seller and the Buyer agree not to disclose information of the type referred to in section 275(1) of the PPSA, except in circumstances required by section 275(7)(b) to (e) of the PPSA.

19.8 The Buyer agrees only to authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if the Seller provides its prior written approval.

20. APPLICABLE LAW

The validity of these General Terms and the contractual relationship between the Parties, their interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of them or their expiration or earlier termination for any reason shall be determined in accordance with the laws of Western Australia, albeit without recourse to its conflict of law rules.

21. ARBITRATION

The Parties will endeavor that any dispute or difference which may arise from or in connection with this Agreement will be settled amicably and in mutual agreement. Should a mutual agreement not be possible, any dispute, controversy or claim arising out of, relating to or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Perth, Australia. The language of the arbitration shall be English. The number of arbitrators shall be three.

22. SEVERANCE

If any provision of this contract which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the Parties shall endeavor in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

23. VARIATION

The Seller may amend these General Terms from time to time by posting the amended General Terms on its website www.unlimited-energy.com.au. The amended General Terms will be effective from the date of posting on the website.

24. ADDITIONAL PROVISIONS

In these General Terms and Conditions of sales:

“Agreement” means an agreement between the Seller and the Buyer for the supply of the Products and Services from time to time comprising of the Schedule of Details, the General Terms and Conditions of Supply of Products and General Terms and Conditions of Supply of Services and each order confirmation from the Seller.

“Buyer” means any person, body corporate or entity which purchases the Products from the Seller including the Buyer identified in the Schedule of Details.

“Products” means any product supplied and/or delivered by the Seller to the Buyer including but not limited to the products described in the Schedule.

“Seller” means Unlimited Energy Australia Pty Ltd, ACN 609 291 634 its subsidiaries and affiliates.

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