

IWIS DRIVE SYSTEMS, LLC  
STANDARD TERMS AND CONDITIONS OF SALE  
INTERNATIONAL SALES

1. Definitions. "Seller" shall mean iwis drive systems, LLC. "Buyer" shall mean any party who contracts to purchase Goods from Seller, as indicated on a purchase order or an order acknowledgement. "Goods" shall mean those goods and/or related services ordered by Buyer from Seller pursuant to a purchase order accepted by Seller. "USA" shall mean the United States of America.

2. Terms of Purchase Order Acceptance and Complete Agreement.

a. Acceptance. Buyer's order for Goods is binding only when accepted in writing by an authorized representative of Seller, and is accepted subject to all of Seller's Standard Terms and Conditions of Sale, which constitute the complete agreement between the parties. Buyer's acceptance of delivery of the Goods evidences Buyer's acceptance of all of Seller's Standard Terms and Conditions of Sale.

b. No Acceptance. Seller's performance under any Buyer purchase order or order acknowledgment does not constitute an acceptance of any provision of any Buyer purchase order that is different from or additional to the Seller's Standard Terms and Conditions of Sale, and any such different or additional provisions are hereby expressly rejected and are void.

3. Shipment and Delivery. All Goods are sold EXW Seller's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted purchase order. Seller shall tender delivery by placing the Goods at the disposal of the Buyer at Seller's Facility designated in Seller's order acknowledgment. Seller shall provide prior notice to Buyer as to when the goods will be placed at Buyer's disposal. Buyer shall arrange and pay for all costs of transportation, including, without limitation, taxes, insurance, and customs clearance. All title, risk of loss and/or damage shall pass to Buyer when the Goods are placed at the disposal of the Buyer at Seller's Facility. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery provided the Goods have been duly appropriated to the Buyer as indicated by Seller's invoice, packing slip, or other record thereof. Shipment of Goods held by reason of Buyer's request or inability to receive Goods will be at the risk and expense of Buyer.

4. Taxes and Fees. Unless expressly stated and agreed to in writing by Seller, quoted prices do not include shipping and handling charges, sales, use, excise, value added or similar taxes or duties which have been excluded on the assumption that this transaction involves exportation. Buyer is responsible for customs clearance, provided, however, that at Buyer's request, risk and expense, Seller shall provide assistance in obtaining authorization from USA custom authorities for the export of the Goods. Upon request from Seller, Buyer agrees to furnish without charge evidence of exportation or other evidence of tax or duty exemption acceptable to the USA taxing or customs authorities, failing which, the amount of any USA taxes, duties or fines imposed on Seller in connection with this transaction shall be promptly reimbursed (in US Dollars plus the cost of currency conversion) by Buyer to Seller upon Seller's submission of invoices therefore. Any taxes (including income, stamp and turnover or value added taxes) duties, fees, charges, or assessment of any nature levied by any governmental authority other than the USA in connection with this transaction, whether levied against Buyer or Seller, shall be the responsibility of the Buyer and shall be paid directly by Buyer to the government authority concerned or Buyer shall reimburse Seller (in US Dollars plus the cost of currency conversion) if Seller is required to pay any such levies, including any fines, penalties or assessments. All rights to drawbacks of USA customs duties paid by Seller with respect to the Goods belong to and shall remain in Seller.

5. Limited Warranty and Limitation of Remedy. Seller warrants that the delivered Goods shall conform to the grade and quantity specified in the order acknowledgment. If the sale is based upon a sample, the sample shown by Seller to Buyer was for demonstration purposes only, and Seller makes no warranty that the Goods delivered shall conform to the sample; conformity of the Goods to the sample is not a part of the basis of the bargain between Seller and Buyer. If the order includes Goods which have been fabricated in accordance with drawings approved or supplied by Buyer, those goods are only warranted to be in substantial compliance with the specifications of any such drawings. The sole and exclusive remedy of the Buyer for any liability of Seller of any kind, including (a) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (b) contract, (c) negligence, (d) tort, or (e) otherwise, is limited to Seller's repair or replacement, EXW Seller's Facility Incoterms 2010, of those Goods the examination of which by Seller reveals material defects during the warranty period or, at Seller's option, a refund to Buyer of the money paid to Seller for such Goods. The warranty period shall begin on the date of purchase shown on Seller's packing list and shall continue for a period of one (1) year therefrom for all Goods. This limited warranty shall not extend to any Goods that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner. EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED HEREIN, SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS, EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. SELLER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPLACING DULY REJECTED GOODS TO THE POINT OF DELIVERY AS SPECIFIED IN SELLER'S ORDER ACKNOWLEDGMENT WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY REJECTION BY BUYER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OF ANY NATURE WHATSOEVER, ARISING FROM NONCONFORMITY OF GOODS, DEFECTIVE GOODS, OR DELAY IN SHIPMENT, OR ANY OTHER BREACH BY SELLER. Buyer agrees to indemnify and hold Seller harmless from and against all liabilities, claims, or demands of third parties of any kind relating to the Goods and their use arising after shipment of the Goods.

7. Rejection or Claims. A rejection of the Goods for non-conformity, or a claim of shortages and/or damaged material by Buyer, shall not be effective unless it is made, and written notice thereof is given to Seller, within thirty (30) days after the Goods are placed at the disposal of the Buyer at Seller's Facility. Buyer, at its sole cost and expense, shall deliver the rejected Goods to Seller at the location specified by Seller. Seller reserves the right to inspect the rejected Goods and to determine lack of conformity in its sole discretion.

8. Failure to Take Delivery. If Buyer fails to take delivery of the Goods, or any part thereof, the Goods not delivered shall be held at Buyer's sole risk in all respects. Seller, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such Goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Seller's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting order. Seller reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided Section 3 hereof and to invoice Buyer accordingly.

9. Payment Terms. All payments are due net thirty (30) days from date of invoice, unless otherwise specified by Seller. Buyer's failure to make payment when due will be a material breach of the order and these Terms and Conditions. Amounts unpaid after such date shall bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Seller shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Seller in the collection of any overdue amounts. Seller, at its sole option and without incurring any liability, may suspend its performance until such time as any overdue payment is made or Seller receives assurances, adequate in Seller's opinion, that the payment will be promptly made. In the event of such suspension of performance by Seller, there will be an equitable adjustment made to the remaining delivery schedule and order pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend the order upon Seller's written consent. In the event of such Buyer suspension, the delivery time will be changed, taking into account the suspension, and Buyer will promptly pay Seller for all costs, including related overhead costs, resulting from such suspension.

10. Cancellation. Except as otherwise expressly provided in the Seller's order acknowledgment, the Order shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Seller shall not consent to cancellation if Buyer has bound itself to purchase the Goods. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of shipment of the Goods or any part thereof, or if Seller has received any adverse credit information about Buyer, Seller may delay shipment and/or cancel the unshipped balance of the Goods without liability. In the event of USA or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent delivery of the Goods or any part thereof, Seller, at Seller's option, may cancel the unshipped balance of the Goods without liability. In the event any of the Goods shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Seller shall have the right to cancel the unshipped balance of the Goods without liability.

11. Default. If Buyer breaches or is otherwise in default under the order acknowledgment or under any other contract between the parties hereto, Seller at its sole option, may defer delivery of the Goods until the default is cured, or may treat the default as a repudiation by Buyer of the Order in its entirety, resell the Goods and hold Buyer liable for such damages as Seller may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

12. Seller's Lien. Until the unpaid contract price and any other amounts payable by Buyer to Seller under the order acknowledgment are paid in full, Seller shall have a lien on the Goods for the unpaid amounts. Buyer hereby grants to Seller a security interest in the Goods to secure payment of such amounts.

13. Destination Control Statement. Certain Goods sold by Seller may be subject to export control laws, regulations and orders of the USA and the export or import control laws and regulations of other countries. Buyer will comply with all applicable export and re-export control laws and regulations, including without limitation, the Export Administration Regulations maintained by the Department of Commerce and the Office of Foreign Assets Control Regulations of the Treasury Department. Buyer will not, directly or indirectly, sell, export, re-export, transfer, provide, divert, loan, lease, consign, or otherwise dispose of goods, services, software, source code, or technology received in connection with this transaction to any person, entity, or destination prohibited by the laws or regulations of the USA, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Buyer hereby agrees to indemnify, defend and hold harmless Seller and its employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by Buyer or its agents of this paragraph.

14. Force Majeure. Seller shall be free from any liability for delay or failure in shipment arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Seller's control affecting production, transportation to boarding point, loading, forwarding or unloading at destination of the Goods, including disturbances existing on the date of the order acknowledgment. In such a situation, if shipment or delivery is not made during the period contracted for, Buyer shall accept delivery under the order acknowledgment when shipment is made; provided, however, Buyer shall not be obligated to accept delivery if shipment is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

15. Intellectual Property. Except for any Goods which have been fabricated in strict accordance with drawings approved or supplied by Buyer, all the designs, know-how, innovations, inventions and discoveries related to the Goods provided under this transaction shall be and remain the property of the Seller.

16. Integration. The Seller's order acknowledgment, packing slip and these Standard Terms and Conditions of Sale supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Sale will control. Any amendment to these Standard Terms and Conditions of Sale must be in writing and signed by both parties.

17. Assignment. Buyer acknowledges that no purchase order or order acknowledgement, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Seller. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the order.

18. Severability. The Parties agree that each and every paragraph, sentence, clause, term and provision of these Terms and Conditions of Sale is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

19. Relationship. Neither party is or shall be deemed to be a partner, joint venturer, or agent of the other party.

20. Governing Law; Venue. All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Sale will be controlled by the laws of the State of Indiana, United States of America, without regard to the United Nations Convention on International Sales of Goods. Notwithstanding the foregoing, all terms and conditions herein relating to transportation costs and risks shall be governed by Incoterms 2010. Any dispute relating to this Agreement will be referred to, and finally determined by, binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in force at the time. The arbitration panel shall consist of three arbitrators. The place of arbitration shall be Indianapolis, Indiana, USA. The language to be used in the arbitration shall be English. The arbitration decision shall be final and binding upon the parties and any award granted pursuant to such decision may be entered forth within any court of competent jurisdiction. This arbitration clause and any award rendered pursuant to it shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitration Awards signed in New York on 10 June, 1958.