

PETROGAS, GAS-SYSTEMS B.V.

GENERAL CONDITIONS OF PURCHASE

September 2015

1. Preamble

Unless otherwise agreed in writing these General Conditions of Purchase apply to all enquiries, orders and agreements concerning the supply of goods to and the rendering of services (hereinafter referred to as "deliveries") for the benefit of Petrogas Gas-systems bv (hereinafter referred to as "Petrogas"). These General Conditions of Purchase shall be given preference to deviating sales conditions of the supplier. Any deviations from or additions to these General Conditions of Purchase require Petrogas' express written consent.

Wherever these General Conditions of Purchase use the term in writing, this shall mean by document signed by the parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties.

2. Ordering and confirmation of order

All purchase orders need to be confirmed in writing by the supplier within two weeks after the receipt. If the supplier neglects to confirm the order in time, the purchase order shall be deemed accepted tacitly.

Petrogas reserves the right to revoke any order placed or made by it. If the order confirmation differs from the original order placed, Petrogas shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Petrogas as well as payments made in this regard shall not imply acknowledgement of any deviations.

Petrogas has the right to delay the delivery of the goods without any extra costs or earlier invoice date.

Unless agreed otherwise in writing, all plans, drawings, models, specifications, firmware, instructions and inspection requirements shall also constitute part of the agreement.

3. Quality of the delivery

The supplier guarantees that the delivery:

- is of good quality and free from defects and in the case of services rendered that they are performed by skilled personnel;
- corresponds exactly with the provisions of the agreement, the specifications listed and the reasonable expectations of Petrogas regarding the characteristics, quality and reliability of the delivery;
- is fit for the purpose for which it is intended by its very nature or which is evident from the order;
- complies with relevant legal and governmental requirements and with the safety and quality standards applicable within the industry;
- complies with the statutory European Directives regarding CE marking and the EU declaration of conformity for machines/safety components or the "declaration by the manufacturer" respectively. The supplier shall provide the declaration of CE conformity;
- complies with regulations for the health and safety of workers and prevention of accidents. The goods must be equipped with the necessary protective devices designed to prevent accidents and occupational diseases.

If reference is made in the agreement to technical, safety, quality or other regulations and documents not attached to the agreement, the supplier shall be deemed to have knowledge of these unless Petrogas is informed to the contrary in writing immediately. Petrogas shall then provide the supplier with further information on these regulations and documents. The supplier shall bear the costs related to, and obtain the necessary permission, permits or licenses in good time required for carrying out of the agreement and for complying with the conditions stipulated therein.

4. Warranty

Supplier warrants that the delivery will be free from defects in material or workmanship under normal use and care until the expiration of the applicable warranty period. The delivery is warranted for 24 months from the date of initial installation or 36 months from the date of shipment by the supplier, whichever period expires first. Expiry of the warranty term shall not, however, prejudice any of the rights conferred on Petrogas by law or under the agreement.

If the delivery is found to be non-compliant with the stipulations in article 3 of these General Conditions of Purchase, the supplier shall, for its own expense, including any associated costs, replace, repair, or re-execute the delivery at Petrogas' discretion when first requested to do so within two weeks without prejudice to Petrogas' other legal rights.

If the supplier continues to default on its warranty obligations, Petrogas has the right to proceed to replace, repair or re-execute the order at the supplier's expense, with or without help from third parties. Petrogas shall notify the supplier of the exercise of this right in advance where possible.

A warranty as described above shall apply afresh to modified, replaced, repaired or re-executed parts of a delivery.

5. Delivery

Delivery condition shall apply as agreed in writing, in conformity to the latest edition of the Incoterms.

The delivery date(s) or delivery period(s) of the agreement shall be firm and binding and shall apply to the entire delivery, including the relevant drawings or other documents pertaining thereto. In these General Conditions of Purchase 'deliveries' shall be understood to also include partial deliveries. When exceeding a term of delivery, the supplier shall be in default immediately without any further (written) action or notification from Petrogas. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the supplier shall inform Petrogas hereof without delay.

If the supplier exceeds any agreed delivery date(s) or period(s), or if the deliveries fail to conform to the agreement, Petrogas is, in addition to any other right or remedy, entitled to impose a penalty of 1% of the price of the delivery without prior notice of default to the supplier, for each calendar week or part thereof exceeded, up to a maximum of 10% and this shall be claimable on the date the penalty is imposed, unless agreed otherwise in writing. Any penalty that may be due by the supplier shall be deducted from the amounts payable by Petrogas, regardless of whether or not the claim for payment has been assigned to any third party.

Imposition, recovery or settlement of this penalty shall not affect Petrogas' right to performance, compensation and termination of the agreement. Deliveries shall be accompanied by all available information required for a proper use of the deliveries, by all relevant drawings and by all required inspection, testing, examination and warranty certificates and documents.

6. Packaging and dispatch

Unless otherwise agreed in writing, the supplier shall package the deliveries as economically, safely and carefully as possible and suitable for transport, storage and transshipment. The supplier shall ensure that the delivery arrives at the destination in good order.

Neutral packaging materials without printing are to be used as far as possible to encourage reuse of packaging materials. Packaging materials shall preferably be suitable for reuse or recycling.

As per EU Directive 2000/29/EC deliveries from the United States, Canada, China and Japan containing wooden packaging materials (pallets, crates, etc.) must be decontaminated before entering the European Union.

Deliveries of hazardous substances shall comply with statutory provisions, provisions of international treaties and international conventions of transporters concerning carriage of dangerous goods and must be accompanied by all applicable documentation. The packages shall be marked with the necessary warning labels. The transporter must be in possession of any applicable hazard documents. Special packaging that has to be returned to the supplier shall be marked as such.

The supplier shall mark the shipment with the Petrogas order reference number, the project reference number, the product name and the number of packages, as well as with the correct details of the delivery address. The outside of the package shall have a packing list attached with the contents of the shipment listed.

Petrogas may reject deliveries that do not comply with these requirements.

7. Plant access, inspection and testing

Petrogas has the right to arrange for inspection, testing and/or examining of the delivery prior to the time of delivery at the supplier by Petrogas and/or his nominated representative. To this end, the supplier shall grant Petrogas or its authorized representatives, without charge, all reasonable facilities and access to the places where the delivery is manufactured or stored, and shall lend its full cooperation to the relevant inspection, testing or examination desired by Petrogas. Cooperation in this regard shall also include the provision of all requisite documents, material certification and information a/or prior to inspection, at the suppliers' expense. The supplier shall ensure the availability of test medium and calibrated measuring instruments required for inspection and testing.

All costs related to inspections and re-inspections shall be borne by the supplier, except for the costs of inspection staff appointed by Petrogas. The supplier shall give at least five working days advance notice of tests and Petrogas and its customer or representative shall be entitled to attend the tests. The supplier shall provide Petrogas with such test certificates as Petrogas may reasonably require.

The supplier shall not derive any rights in advance from the results of an inspection or test.

Petrogas has the right to inspect the delivery at the agreed delivery location prior to accepting the delivery.

Should any inspection, testing or examination before, upon or following delivery result in a full or partial rejection of the delivery, Petrogas shall inform the supplier accordingly. A report of this shall serve as a notice of default, in which Petrogas shall also give the supplier the opportunity to still deliver as ordered within a reasonable period of time. Should the supplier fail to make use of this opportunity or fail to make proper delivery, Petrogas shall have the right to dissolve the agreement without further notice. Petrogas shall also have this right to dissolve the agreement if the nature or purpose of the delivery renders a new delivery impossible or useless.

Petrogas shall have the right to repair or replace the delivery, or to have the delivery repaired or replaced, at the suppliers' expense if Petrogas may reasonably assume from consultations with the supplier that the supplier is unwilling or unable to arrange for repair or replacement in a proper or timely fashion or at all. Under pressing circumstances, Petrogas may take any such action without having consulted the supplier, without prejudice to Petrogas' other legal rights, including but not limited to Petrogas' right to compensation.

8. Price, invoicing and payment

Unless agreed otherwise in writing, the agreed price is fixed in Euros, inclusive of all costs including but not limited to preparation and packaging costs, exclusive of VAT, sales tax, consumption tax or similar tax.

Invoices shall be submitted bearing reference numbers as per orders placed. Petrogas shall be entitled to suspend payment for as long as these details remain outstanding. Duplicates of an invoice shall be identified as such.

Petrogas shall make payment after 60 days of the invoice date, having been correctly invoiced, unless a discounted payment has been agreed or a penalty is claimable. Payment shall in no way constitute any waiver of rights.

Petrogas is entitled to set off claimable debts against claimable liabilities with the supplier by means of a setoff note.

Petrogas may request a deposit or bank guarantee at the supplier's own cost before it makes goods available or if partial or total payment in advance takes place.

9. Changes

Petrogas is entitled to amend the scope of supply. Changes shall not be considered fair and reasonable if it may reasonably be assumed that the supplier would not have entered into the agreement had the supplier known the nature of the amendments beforehand.

If the supplier is of the opinion that the amendment has an effect on the agreed price or delivery period, Petrogas shall be informed of this immediately in writing, and in the event of additional work, issue a written quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the supplier. When the supplier notifies Petrogas of any of these changes, Petrogas reserves the right the suspend or cancel the order, delivery or work. The supplier shall not perform additional work before Petrogas has issued written instructions to that effect.

Work the supplier should have or could have anticipated in terms of delivering the service(s) and functionality(ies) as described in this agreement, or which is considered to be the result of an attributable error on the supplier's part, shall not be considered as additional work.

10. Spare parts

The supplier shall be obliged to hold spare parts, components parts, special tools and/or gauging devices in stock for such a period as is regarded as reasonable for the item in question according to generally prevailing opinion. This obligation shall apply equally to items no longer in production. Petrogas shall be entitled to require that the supplier inform Petrogas as to when the production of a specific item will be terminated.

11. Transfer of ownership and risk

The risk for the delivery remains with the supplier until the delivery arrives at the agreed place of delivery and has been accepted by Petrogas. Title to the delivery shall pass to Petrogas at the moment of delivery or (partly) payment, whichever comes first.

All material, drawings, models, stamps, molds, templates, dies, calibers, specifications, computer software, tools and other resources in aid of the delivery in any way whatsoever and that have either been provided to the supplier by Petrogas or have been purchased or made by the supplier at Petrogas' expense shall remain or become the property of Petrogas at the moment of purchase or construction.

If Petrogas makes items available to the supplier in aid of the delivery, the supplier shall be obliged to clearly mark these items as Petrogas' property and to make a declaration of ownership available if requested to do so. Furthermore, as long as the supplier holds items made available by Petrogas, the supplier keeps them in a good state of repair and insures them at its own expense against all risks.

The supplier shall be obligated to notify Petrogas if it is aware, or should reasonably be aware, that the materials and/or processes provided by or on behalf of Petrogas are unsuitable or flawed.

Items created by amalgamation, confusion or otherwise, become Petrogas property at the moment of creation. The supplier shall be deemed to have created the items for Petrogas and shall retain these new items as Petrogas property and make a declaration of ownership available to Petrogas if requested to do so.

12. Liability and insurance

The supplier shall be liable for all loss or damages suffered by Petrogas due to a defect or shortcoming of the delivery, a defect in the equipment or materials used in executing the agreement or as a result of any act or omission by the supplier, its employees or subcontractors relating to the delivery. The supplier's liability in this regard shall be limited to an amount of

EUR 5,000,000 per event, except in the case of intent or gross negligence

on the part of the supplier or its management or in the event of personal injury, in which case no limitation applies.

The supplier shall completely indemnify Petrogas against claims by third parties for damages resulting from the circumstances mentioned above.

The supplier shall be under an obligation to take out proper insurance to cover its liability and the risks. To this end, the supplier shall at least take out and maintain adequate insurance for the risk of

- any third-party liability; and
- its liability for professional mistakes.

13. Termination/cancellation

Petrogas shall have the right to completely or partially dissolve the agreement without further notice of default by means of written notice to that effect without prejudicing its other rights, in the event that:

- the supplier defaults on one or more of the obligations as contained in the agreement;
- the supplier is declared bankrupt, suspension of payment is requested, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party;
- the delivery is rejected after inspection or re-inspection;
- an event of force majeure does or is likely to delay performance more than 30 days.

In the event of termination the risk of the items already delivered remains with the supplier. Petrogas has the right to decide if the items shall then be at the supplier's disposal and they are to be collected by the supplier.

The supplier shall refund any payments made by Petrogas in terms of the terminated agreement immediately. Petrogas shall have the right to terminate or suspend the agreement by written notice if any corresponding contract between Petrogas and a third party is terminated or suspended. In such event, and provided the supplier is in compliance with its obligations under the contract, Petrogas may compensate the supplier for costs reasonably and properly incurred until then in performing the contract which would otherwise represent an irrevocable loss to the supplier, subject to the supplier taking all reasonable steps to minimize its losses and subject to reasonable proof being provided. Such compensation shall never exceed 5% of the contract value.

The supplier shall properly document the termination costs and promptly, but within 30 days after receipt of the termination notice, submit the same for Petrogas' review and approval. Furthermore Petrogas shall have the right to terminate the agreement for convenience on a thirty (30) days written notice.

14. Licenses and intellectual property

If intellectual property rights apply to the delivery or accompanying documentation, Petrogas shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license.

All intellectual property rights that arise due to the execution of the delivery by the supplier, its employees or third parties involved by the supplier for performance of the agreement, belong to Petrogas. The supplier shall be obligated to do everything necessary to obtain or establish the abovementioned rights when first requested to do so by Petrogas.

The supplier guarantees that the delivery does not infringe on any intellectual property rights of third parties. The supplier indemnifies Petrogas against any (alleged) claims by third parties in this regard and shall reimburse Petrogas for any damages suffered as a result thereof.

15. Confidentiality

The supplier shall provide Petrogas with all information pertaining to the delivery insofar as it could be of importance to Petrogas. Towards third parties the supplier shall observe strict secrecy with regard to all Petrogas' industrial matters in the broadest sense, which on account of the order have come to the suppliers' notice, including details regarding prescriptions, models, drawings, plans and constructions.

The supplier shall have its subcontractors assume a similar obligation of confidentiality in writing.

The supplier shall not make any public announcements as regards the performance of the agreement, nor use the Petrogas name in advertisements and other commercial publications without prior written permission from Petrogas.

16. Subcontracting/Assignment

The supplier is not permitted to subcontract the delivery or any part thereof to third parties nor to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Petrogas.

17. Applicable law and disputes

Dutch law, with the exception of the Vienna Sales Convention (CISG), shall govern agreements between Petrogas and the supplier.

The competent court of Rotterdam shall have sole jurisdiction over disputes between Petrogas and the supplier.

In departure from the above provisions, Petrogas shall be entitled to insist that a dispute be decided by arbitration, in which case arbitration shall take place in accordance with the rules of the International Chamber of Commerce (ICC).