GENERAL SUPPLY CONDITIONS

1. General.

1.1 The following General Supply Conditions (GSC) shall form a fundamental part of, and are intended to be applied together with, the Specific Conditions of the Sale ("Specific Conditions", inserted in the offer, in the Order's confirmation and/or in the Pro-forma Invoice) and/or sale contract ("Contract"). They shall be applicable in relations between Bigas International Autogas Systems S.r.l. ("SELLER") and BUYER.

1.2 By acceptance of these GSC without objection, BUYER shall agree to their exclusive application to the Contract in question as well as possible follow-up business.

1.3 In case of contradiction between these GSC and any Specific Conditions agreed upon between the parties, the Specific Conditions shall prevail.

1.4 No modification of the Contract by the BUYER shall be considered valid unless agreed or evidenced in writing between the SELLER and BUYER.

1.5 The SELLER may amend and or modify these GSC time by time. In such case the SELLER shall inform the BUYER thirty days before the entrance into force of the amendments and modifications to these GSC. The BUYER shall have the right to refuse the new GSC and in such case the BUYER shall give a written communication of its refusal to the SELLER. In such case the Contract shall terminate upon receipt of the refusal communication from BUYER. The Orders already issued shall be governed by the GSC applicable to the time of the Acceptance of the Order.

1.6 Any reference made to trade terms (such as EXW, FOB, CIF, FCA etc.) is deemed to be made to relevant term of Incoterms published by the International Chamber of Commerce and current at the date of conclusion of this Contract.

2. Purchase Order.

2.1 BUYER shall issue a purchase order ("Order") for Products to SELLER via Facsimile or e-mail or on-line through dedicated SELLER's procedure. The Acceptance (by Confirmation) of an Order by SELLER is expressly limited to the terms of the Order, Specific Conditions and to these GSC. Any additional or different terms and conditions are expressly excluded and shall not form part of any Contract between the parties.

2.2 Each Order accepted by SELLER pursuant to these provisions shall constitute a separate and individual Contract.

2.3 SELLER will forward an Order's Confirmation or a Pro-forma Invoice as acceptance of the Order within Twelve (12) working days after SELLER's receipt of said Order. In the event that SELLER does not forward an Order's Confirmation or a Pro-forma Invoice in relation to a Order within Twelve (12) working days after SELLER's receipt of the Order, the Order shall be considered as accepted, with the exception of the delivery terms, which must be confirmed expressly in writing by SELLER.

2.4 The SELLER has the right to revoke the Order up to 15 days before the confirmed delivery date, without any kind of liability against Buyer. Furthermore the SELLER has always the right to revoke the Order, without limit of time, if Force Majeure events applies.

3. Terms of Delivery and Packaging.

3.1 Unless otherwise stated by the SELLER pursuant to the provisions of the Specific Conditions of the Contract the delivery (and so also the time of delivery) of the Products shall be EX Works SELLER's Plant.

3.2 All packaging materials and methods shall be SELLER's standard commercial materials and/or the methods set forth in the Specific Conditions. In any case Products shall be packed in cartons suitable for long distance truck transportation and well protected against dampness, moisture, shock, rust and rough handing. If BUYER requests any special packaging materials or methods different from those of the SELLER, and if SELLER agrees to use such special materials or methods, the additional cost thereof shall be paid by BUYER.

4. Late delivery.

4.1 The SELLER shall endeavor to complete the Contract and/or delivery (as per art. 3.1) the Products within the time stated in the Order's confirmation and/or Pro-forma Invoice. In case a delay in shipping of the Products occurs, Seller will communicate the new estimated delivery date as soon as he will become aware of the delay.

5. Inspections of Products, Acceptance, Limitation of Liability.

5.1 Inspection: within eight (8) business days from the arrival of the Products at destination ("Inspection Period"), the BUYER must inspect and examine the delivered Products against forwarding documentation provided (packing list and /or delivery note and/or invoice). Regarding the Quantity of Products shipped the BUYER may demand the Carrier to inspect them, checking the conformance to the transport documentation. If there are damages to the external packaging of the delivered Products, the BUYER must report them directly on the document he signs to the Carrier at the arrival of Products. The BUYER shall give the written Complaint of Non Conformance within the next three (3) days.

5.2 The BUYER, if so directed by the SELLER , within nine (9) business days upon the receipt from the SELLER of the Complaint of Non Conformance, shall ship back the non-conforming Products to SELLER at BUYER's expense.

5.3 Acceptance: in absence of complaints according to previous paragraphs, even in case the BUYER collects Products in delay, the Products shall be deemed to have been properly delivered and accepted by BUYER.

5.4 It is understood that the SELLER shall not be liable for any loss, shortage or damage of the Products shipped due to causes for which the Insurance Company, Shipping Company, Owners of the Vessel or other Transportation Organization /or Post Office are liable. In any case the SELLER's liability under the Contract and these GCS shall in no case exceed the initial purchase price of the applicable Product.

6. Prices and Terms of Payment.

6.1 The price of the Products to be paid by the BUYER shall be the price for such Product's model as stated in the SELLER's Price List (as amended from time to time and stated in the Pro-forma Invoice or in the Order's confirmation) actually in force at the date in which the BUYER's Order has been accepted by the SELLER; provided always that, if between the date in which the BUYER place its Order and the date in which such Order is accepted by the SELLER, such Price List has been materially changed, the BUYER shall have the right to cancel the Order in case the SELLER does not confirm to BUYER that the old Price List applies to such Order.

6.2 All the price listed in the SELLER's price list are in EURO (Euro Currency).

6.3 If the Parties have not specified the payment conditions (in the Specific Conditions or other documents in writing), payment must be made by way of Advance Payment. Except as otherwise agreed in writing by the Parties, the BUYER shall made a down payment, equal to the 30% of the value of the Order at the receipt of the Order's confirmation and/or Pro-forma Invoice. If such down payment will not be received by SELLER, the Order will be considered interrupted, until receipt of such payment. Unless otherwise agreed, the balance of the advance payment must be credited to the SELLER's account at least 3 working days before the agreed date of delivery.

6.4 If the Parties have agreed in writing on payment on open account, the payment must be made, unless specified otherwise, within 30 days from the date of invoice, by bank transfer.

6.5 If the Parties have agreed on payment by irrevocable letter of credit confirmable at sight, the Letter of Credit ("L/C") shall be issued by a primary bank in the Country of the BUYER and confirmed by an Italian bank in favor of the SELLER, in an amount equal to the Contract value. The terms of the L/C established by the BUYER must be agreed in advance with the SELLER. Any L/C under the provisions of this clause shall be issued together with and at the same date of the Order for Products issued by the BUYER, provided always that the SELLER shall not issue the Order's Confirmation if the Order is not accompanied by a proper and workable L/C.

6.6 The BUYER is not authorized to make any deduction from the agreed price or compensation (e.g. for payment in advance or in case of purported defects of the Products), unless otherwise agreed in advance in writing with the SELLER.

6.7 If the SELLER has reasons to fear that the BUYER cannot or does not intend to pay the Products at the agreed date, he may make the delivery dependent upon obtaining adequate warranties (e.g. surety or bank guarantee) from the BUYER. If the BUYER does not fulfill all the payment obligation the SELLER may refuse any further BUYER's Purchase Order or delay and/or suspend the on-going Purchase Orders.

7. Transfer of Risk and Title.

7.1 Save as otherwise agreed between the Parties, the time at which the risk of damage to or loss of the Products shall pass to BUYER shall be in accordance with the applicable Incoterm ("Delivery Term") agreed in the Specific Conditions.

7.2 If no Delivery Term is specified in the Specific Conditions, the Products shall be deemed to be sold "EXW", with named place being the premises of SELLER. In such case the title to all Products passes to the BUYER upon SELLER's delivery of Products to carrier from the SELLER's Premises.

7.3 SELLER shall not be liable for loss, delay in delivery, or damage to any Product after delivery.

8. Warranty.

8.1 The Products are backed by the Warranty terms and conditions inserted in the document named „Warranty: Terms and Conditions"

9. Force Majeure.

9.1 A Party hereto shall not be liable or responsible for damages or in any manner whatsoever to the other Party for failure or delay in performing or fulfilling any provisions of these GSC and/or of the Contract when such failure or delay is due to fire, strike, hearth quakes, terrorist acts, war, civil commotion, labor or employment difficulties, acts of God, acts of public authorities, or delays or default caused by public carriers or for any other action or cause whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against and which cannot be overcome with due diligence.

9.2 In such event the time for performance shall be extended for the period of continuance of such *force majeure* event, provided however that the Party raising such cause shall:
a) promptly, after knowledge of the commencement thereof, in any case within 15 days from the date of the knowledge of the event, notify the other Party in writing of the nature of the cause and the expected delay,
b) continue to keep the other Party informed as to the *force majeure* event,
c) take all reasonable steps to eliminate such cause of the delay.

9.3 In the event any of such cause of *force majeure* shall continue for a period of twelve (12) weeks, the Parties hereto shall mutually discuss the matter and the course of action to be taken, provided however that after this twelve (12) weeks period the Party not affected by the *force majeure* event shall have the right to give notice to the other Party terminating this Agreement/these GSC.

10. Confidentiality.

10.1 BUYER shall maintain technical information and any other information obtained by SELLER as secret and confidential and shall not disclose such information to any third party (except for its own employees).

10.2 BUYER shall not use the SELLER technical information, except in the course of selling or servicing the SELLER's Products.

10.3 Except as otherwise agreed upon in writing between the Parties the obligations of confidentiality provided for by this section 10 shall survive and continue to be valid and in force for a further period of 5 (five) years after the termination of the Sale and Purchase Contract.

11. Intellectual Property Rights.

11.1 SELLER claims all rights, title and interest in the Products delivered by SELLER under the Contract. SELLER claims all rights, title and interest in SELLER's patents, trademarks, web domains, trade names, inventions, copyrights, know-how and trade secrets relating to the design and operation of that Product. BUYER agrees that the execution of these GSC does not in any way give to BUYER rights to any SELLER' intellectual property, patents, Trademarks, trade names, web domains, inventions or Know How.

11.2 The BUYER shall promptly inform the SELLER about any abuse, imitation, forgery of SELLER's Intellectual Property Rights which has been discovered by BUYER during its activity.

12. Assignment.

12.1 Neither Party shall have the right to assign or transfer its rights or obligations under these GSC, either in whole or in part, without the prior written consent of the other Party.

13. Termination.

13.1 Either party may terminate these GSC, effective upon written notice to the other, if any one of the following events occur:
a) A Party files a voluntary petition in bankruptcy;
b) A Party is adjudicated bankrupt;
c) The other party is unable to pay its debts as they become due;

13.2 The SELLER shall have the right to immediately terminate these GSC by written notice upon the occurrence of one of the following events according to article 1456 of the Italian Civil Code:
a) The BUYER materially breaches any of its obligations hereunder and fails to remedy such breach within a reasonable time, in any case to be not more than 15 (fifteen) days from the receipt of the SELLER's written notice stating the occurrence of the breach;
b) The BUYER materially breaches its payment obligation as provided in the Specific Conditions of Sale or within the terms provided in these Conditions and fails to remedy such breach within 15 (fifteen) days from the receipt of the SELLER's written notice stating the occurrence of the breach. The Contract can be terminate immediately by the SELLER if the BUYER breaches its payment obligation when a payment in advance has been agreed.

14. Applicable Law and Jurisdiction.

14.1 These GSC shall be construed and governed in all respects under and in accordance with the laws of Italy, without regard to the conflicts of laws principles thereof, and the United Nations Convention on the International Sale of Goods (Vienna 1980) shall not apply.

14.2 Any dispute arising out or in connection with these GSC shall be settled amicably between the Parties. In case of litigation, the competent Court shall be the Court of Florence (Italy). However, the SELLER shall have the right to act in the Court having jurisdiction over the area where BUYER's head office is located.

Place and date, _____

Stamp and signature of a legal/authorized representative of the BUYER (*)

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(*) By completing and signing this document the above mentioned is confirming that he/she is in a position to act on behalf of the Buyer and accepts that should this not be the case he/she will personally be held responsible for the terms set out within.

Bigas International Autogas Systems S.r.l.

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In compliance with article 1341 of the Italian Civil Code the following clauses are specifically approved: 2.4 SELLER's right to revoke; 4.1 Late delivery; 5.1 Inspections of Products; 5.4 SELLER's limitation of liability; 6.7 Delay or suspension of on-going Purchase Orders; 14.2 Jurisdiction.

THE BUYER

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