



ANSOLAR SALES TERMS AND CONDITIONS

Please read these carefully. When you decide to purchase Clean Renewable Solutions from A&A DISTRIBUTION, you acknowledge and accept the following terms and conditions of sale.

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1. Scope

The following terms and conditions apply to the sale of all products, services, and items sold or distributed by A&A DISTRIBUTION, a MALAYSIAN Company to the undersigned BUYER.



2. Orders

BUYER shall issue to A&A DISTRIBUTION firm order for each purchase required. All orders are subject to credit approval and confirmation of delivery schedule by A&A DISTRIBUTION and may require credit enhancement, such as advance payment, letter of credit, or other guarantee prior to acceptance.

3. Prices

The prices for Products are set forth in A&A DISTRIBUTION' quotation which can be changed at any time upon prior written notice to BUYER. The quoted prices are exclusive of all taxes, duties, freight and other applicable charges unless otherwise noted.

4. Changes

Within thirty (30) days of receipt of from buyer a request for changes within the general scope of work under an accepted purchase agreement, A&A DISTRIBUTION will respond in writing stating the consequences of such requested changes. If such requested changes cause an increase or decrease in the cost of the Products and/or the time required for performance, an equitable adjustment shall be made in the price and/or the time period for performance. Such price adjustment may include but not be limited to any rework charges associated with the requested change. A&A DISTRIBUTION shall have the right in its sole discretion to accept or reject any such requested changes and shall not be required to proceed with the change unless the parties have mutually agreed in writing. All approved change orders shall be considered amendments to the applicable order. If a request change is not accepted by A&A DISTRIBUTION, the original order shall remain in effect.

5. Payments

Upon A&A DISTRIBUTION' approval of BUYER'S credit, if no credit enhancement is required, payment shall be net thirty (30) days from the date of invoice. All payments received after thirty (30) days shall accrue interest at the rate of two percent (1.5%) per month or eighteen percent (18%) per year.

6. Transportation

All sales and deliveries of Products shall be "FCA A&A DISTRIBUTION' authorized shipping point" as defined in order. BUYER is responsible for all transportation, insurance, duties and other applicable expenses. These expenses shall be added to A&A DISTRIBUTION's invoice to BUYER if prepaid by A&A DISTRIBUTION.

7. Title and Risk Of Loss

Title to the Products shall pass to BUYER upon delivery of the Products to a common carrier. BUYER hereby grants A&A DISTRIBUTION a security interest in the Products until the invoice covering the products has been paid in full. BUYER also irrevocably appoints A&A DISTRIBUTION as its lawful attorney-in-fact coupled with an interest with full authority to execute and file UCC-1's and any other necessary documents to protect and enforce its security interest. A&A DISTRIBUTION shall bear the risk of loss or damage until the Products are delivered to a common carrier. Upon delivery to a common carrier, BUYER shall bear the entire risk of loss and shall be liable for all loss or damage to the Products.

8. Inspection

Unless BUYER notifies A&A DISTRIBUTION in writing within thirty (30) days from date of shipment of any products that said products are rejected, they will be deemed to have been accepted by BUYER. In order for the notice of rejection to be effective. BUYER must also



specify the reason(s) why the Products are being rejected.

9. Force Major

A&A DISTRIBUTION shall not be liable for any failure to perform or other loss due to unforeseen circumstances, or causes beyond its control including without limitation acts of God, strikes, material and/or transportation shortages, natural casualties, governmental regulations, war, fire, flood, disasters and civil unrest.

10. Limitation of Liability

A&A DISTRIBUTION shall not be liable for any consequential, incidental, special, or exemplary damages suffered by BUYER and/or any end user. Related to or arising out of this agreement. The transaction contemplated hereby and/or the use or inability to use the products, integration of the products with products not purchased from A&A DISTRIBUTION, loss of goodwill or profits and/or from any other cause whatsoever even if it has been advised of the possibility of such damages. In no event will A&A DISTRIBUTION' liability for any cause of action relating to this agreement exceed amounts received by A&A DISTRIBUTION from BUYER of the product or service that is the subject of such claim or dispute. A&A DISTRIBUTION and BUYER further agree that each and every provision of this agreement which provides for a Limitation of Liability. Disclaimer of warranties or exclusion of damages is expressly intended to be severable and independent of any other provision since those provisions represent separate elements of risk allocation between the parties, and shall be separately enforced. Both parties also agree that the price of the Products reflects the allocation of risk. Warranty and Limitations of Liability provisions herein.

11. Waiver

A&A DISTRIBUTION shall not be deemed to waive any default of any provision of this Agreement unless A&A DISTRIBUTION signs a written waiver.

12. Indemnity

BUYER shall indemnify, defend and hold A&A DISTRIBUTION harmless for all claims, damages, expenses, liabilities and losses, including without limitation attorney's fees and costs incurred that in any way arise out of or relate to (a) the manner in which BUYER and /or any of its customers or end users use or operate the Products; (b) any personal injuries, property damages or other losses resulting or occurring from the willful or negligent acts or omissions of BUYER, its customers or end users; (c) defects or other problems with other component parts, equipment or materials produced or supplied by anyone other than A&A DISTRIBUTION and that may be used with the Products; and/or (d) Buyer's transactions with its customers, end users or other parties regarding the Products.

13. Termination

BUYER shall not terminate or cancel any order, or portion thereof, after it is given to A&A DISTRIBUTION without A&A Distribution's prior written consent in its sole discretion and subject to the condition that BUYER pays to A&A DISTRIBUTION the sum of (1) the price of all Products previously delivered to BUYER, (2) A&A DISTRIBUTION actual costs incurred as a result of such termination (e.g. purchase of raw materials and other obligations), which A&A DISTRIBUTION will attempt to keep as low as possible, and (3) a cancellation fee of twenty percent (20%) of such actual costs.



14. Attorney's Fees

In the event that a dispute arises regarding this Agreement or the Products, the prevailing party shall be entitled to actual attorney's fees and costs incurred.

15. Entire Agreement

BUYER agrees to all of the provisions of this Agreement by signing below and/or submitting its order for the Products. This Agreement is the sole and entire agreement between the parties (except for the price of the shipment schedule for the Products contained in A&A DISTRIBUTION's quotation or BUYER's order accepted by A&A DISTRIBUTION which shall be incorporated herein subject to the terms hereof) and shall supersede all prior or contemporaneous written or oral understandings and/or other terms in any purchase order or other document now or hereafter delivered. The provisions of the Agreement shall apply to and all purchase orders, orders, or requests for Products submitted by BUYER to A&A DISTRIBUTION at any time in the future after executing this Agreement, without the need for either party to re-execute the Agreement. No modification of this agreement shall be valid unless in writing and signed by an authorized representative of A&A DISTRIBUTION.

16. Governing Law and Venue

This Agreement shall be construed and enforced according to the laws of MALAYSIA regarding contracts made and wholly performed in MALAYSIA. A&A DISTRIBUTION and BUYER irrevocably submit to the jurisdiction of the state and/or federal courts in MALAYSIA for any action or proceeding regarding this agreement.

17. Export

BUYER warrants that it shall not directly or indirectly export, transfer or in any way distribute any of the Products, or parts thereof, or any of A&A DISTRIBUTION'S Proprietary Rights or technical data to any country or territory that is prohibited from receiving such materials under any applicable law of the United States. BUYER further indemnifies, defends and holds A&A DISTRIBUTION harmless from all damages, claims, expenses, liabilities and losses including without limitation attorney's fees and costs that in any way arise out of resale to BUYER's breach of this warranty and/or failure to comply with the provisions of this Section 20.

18. Integration of Equipment

A&A DISTRIBUTION shall not be liable for any problem, damages or costs associates with the integration, installation or incorporation of the Products with equipment or materials not provided by A&A DISTRIBUTION.

19. Authority

The persons executing this Agreement on behalf of A&A DISTRIBUTION and BUYER warrant that they have been authorized by their respective board of directors or other governing bodies to enter into this Agreement and to bind their respective companies to all of the provisions of this Agreement.

20. Survival

All of the provisions of Section 11, 12, 13, 15, and 20 of this Agreement shall survive the termination or expiration of this Agreement.



21. Assignment

BUYER shall not assign, transfer or otherwise encumber this Agreement or any part thereof without A&A DISTRIBUTION' prior written consent.

22. Severability

If any provision of the Agreement is held in a court of competent jurisdiction to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.