

GREENBANK ENERGY SOLUTIONS INC. ("GESI")
Part of The Greenbank Group Inc.
TERMS & CONDITIONS OF SALE

1. Greenbank Energy Solutions Inc., ("GESI") offers to furnish and sell the equipment and/or materials ("Product") described in this proposal, based upon information you as buyer hereunder ("Buyer") has furnished to GESI, including Buyer's requirements. If this proposal has not been accepted by Buyer within thirty (30) days from the date of this proposal, it may be withdrawn and/or modified by GESI at GESI's discretion.
2. This proposal constitutes an offer, which can be accepted only in accordance with its exact terms. The conditions stated herein shall take precedence over any other conditions. No contrary, additional, or different provisions or conditions shall not be binding on GESI unless accepted by an officer of GESI in writing. If additional or different terms are proposed in the acceptance, such acceptance shall be deemed a rejection of the within offer and a counteroffer. No binding agreements shall come into existence without the written consent of an officer of GESI to such counteroffer.
3. The dates of shipment and delivery of Product purchased by Buyer are good faith estimates only, and are subject to any delays or failure caused by government regulations, shortages, manufacturing conditions, weather, accidents labor disputes, acts of God, war, riots, railroad and other transportation delays, embargoes, car shortages and other caused beyond GESI's control, including, but not limited to, an inability to secure raw materials or where the delay or failure is caused by Buyer.
4. The prices for Product are payable in U.S. Dollars (unless quoted otherwise), plus all applicable federal, state, municipal, and local sales, use, occupational and similar taxes. All prices are F.O.B. GESI's plant (unless quoted otherwise). Payment terms are net 30 days from the date of GESI's invoice therefor. GESI reserves the right to increase the prices to adjust its fixed cost(s) if the quantity ordered is smaller than the quantity proposed or if additional costs arise due to an increase in transportation charges between the dates of this proposal and actual shipment of Product. If any payment is not paid by Buyer when due hereunder, Buyer shall pay GESI such payment plus interest at the rate of 1.5% per month or the maximum interest permitted by applicable law, whichever is less, until GESI receives payment in full in good funds.
5. If there are several deliveries of any Product ordered in conjunction with this proposal, settlement for each such delivery shall be made in accordance with the terms of payment hereof.
6. GESI warrants that Product is free from defects in material for a period of one year beginning on the date of delivery to Buyer so long as such Product is installed, operated and maintained in accordance with this proposal and normal industry standards. This warranty specifically excludes any labor for installation, rotation and replacement. Buyer's sole remedy, and GESI's exclusive obligation, for any Product that does not meet GESI's warranty shall be to rework, replace, or at GESI's option, issue credit for defective Product sold, return freight prepaid to GESI's plant. GESI does not warrant any Product which may have been modified, altered, or damaged by accident, negligence or misuse. **THE FOREGOING WARRANTY AND REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY WARRANTIES FOR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN NO EVENT SHALL GESI BE LIABLE, WHETHER AS A RESULT OF BREACH OF CONTRACT, OF WARRANTY, OR TORT, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF GESI AND ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES SHALL IN NO EVENT EXCEED THE AGGREGATE PAYMENTS RECEIVED BY GESI FROM BUYER UNDER OR IN CONNECTION WITH THIS PROPOSAL.**
7. All risk of loss is on Buyer once Product is delivered to the carrier. No Product shall be returned without prior written consent of GESI. All claims for in-transit damages shall be made by Buyer with the carrier. All shortages and other claims are waived unless such claim is made to GESI in writing within fifteen days after delivery of Product to Buyer. Except as expressly set forth in this proposal, no claims shall be allowed on any Product after installation.
8. GESI warrants that Product does not and will not infringe any valid patent or trademark. GESI agrees to indemnify and hold harmless Buyer against any and all actions and suits which may be brought against Buyer charging such infringement, to pay all reasonable attorneys' fees, costs and expenses incurred by Buyer in its defense, and to satisfy all judgments or claims arising therefrom.
9. Any amendment or waiver of any provision of this proposal shall be in writing and signed by both GESI and Buyer. This proposal shall not be assigned, in whole or in part, without the written consent of GESI and Buyer, and shall be binding upon the successors and assigns of the parties hereto.
10. This proposal shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania.