



GENERAL TERMS AND CONDITIONS OF SALE (USA)

1. PURPOSE. These General Terms and Conditions of Sale ("GTCS") shall apply to any commercial relationship, sale, supply, delivery and/or provision of goods or services in the U.S.A. by any of the companies belonging to the INGETEAM Group (hereinafter, "INGETEAM"), which will be created through the issue by INGETEAM of an Offer at the Client's request, and the subsequent submission by the Client either of an accepting order or a signed copy of the Offer as acceptance of the same, which in turn will need to be accepted by INGETEAM. An acceptance will be deemed to exist with any statement or act of the Client indicating agreement with the Offer. Any deviation in the Client's standard clauses shall be deemed null and void unless INGETEAM provides a written confirmation thereof. It will be understood that these GTCS have been notified to the Client as soon as it is informed of the website to which they are incorporated, or if the Client previously received them in the course of its commercial relationship with INGETEAM. INGETEAM reserves the right to modify these GTCS. Latest review: July 2010.

2. CONTRACTUAL DOCUMENTATION. The commercial relationship between INGETEAM and the Client will be governed by INGETEAM's Offer, the Client's Order or acceptance (as accepted by INGETEAM) and these GTCS, all of which will constitute the "Contract". In the event of conflict or contradiction, the clauses of these GTCS shall prevail, except for any specific terms and conditions included in each Offer or acceptance of Order.

3. OFFER AND ORDER. INGETEAM's Offer will contain a description of the supply, time of execution and delivery, price and other specific terms and conditions for the concerned supply. The Client shall either issue an Order within a maximum period of one month (unless otherwise indicated in the Offer), which shall be deemed to be in accordance with the Offer, or accept the Offer in writing. After such period has elapsed, the Offer will automatically be deemed to have expired. The issue of an Order based on an INGETEAM's Offer or its acceptance in writing implies acceptance by the Client of these GTCS, which shall prevail over the Client's general terms and conditions of purchase, if any. Any changes and/or variations in the scope of an accepted Order shall be notified in writing to INGETEAM and, in order to be valid, must be expressly accepted by INGETEAM.

4. PRICES AND METHOD OF PAYMENT. The price of the supply is net, it only includes those items specified in the Offer and/or Acceptance of Order, and shall be deemed exclusive of any taxes, levies, fiscal charges, duties or any other fees whatsoever levied on the supply. No deductions such as withholdings or discounts not agreed upon will be allowed. Any prices specified are only valid for the quantities offered, for the terms of payment specified and for orders received during the validity period of the Offer. The prices specified may not be changed unless through a price review clause foreseen in the Offer or the Contract. Nonetheless, if the Client requires modifications or improvements to the supply INGETEAM will fix a new price, which will be notified to the Client and will become the new price of the Contract. The prices will be considered as given for EXW delivery at INGETEAM's facilities (INCOTERMS 2000). Any loading, transport, insurance, unloading, assembly, erection or commissioning are not included in the sales price, unless expressly mentioned in the Offer or accepted in writing by INGETEAM. In the absence of an agreement on the contrary, payment will be made within 30 days as of the invoice date. In the event of delay in payment, interest will be automatically accrued monthly on any overdue amounts as of the due date without any reminder, at the 18% annual interest rate, without prejudice to any other rights INGETEAM may have. The Client will also pay any collection fees that INGETEAM incurs as a result of the past due amounts. The Client shall not set-off any claims or debts, unless they are due, liquid, payable and recognized in an enforceable document or court decision, neither exercise any withholding right, unless it is foreseen in the Contract. Breach by the Client of any payment obligation, as well as its insolvency or non-payment to any member of the INGETEAM Group of any debt, will entitle INGETEAM to suspend or terminate Contract, and to declare the entire debt as overdue in advance, demanding its immediate payment (including any amounts not due yet), charging for any works performed, expenses incurred and damages suffered, and withholding in its favor any sums received, with the Client having no right to indemnification, with expiry of the guarantee. If any advance payment has been agreed upon, the Contract will not come into force and INGETEAM's obligations will not be enforceable until INGETEAM has received such advance payment.

5. TIME OF DELIVERY. This is as specified in the Offer and/or Acceptance of Order, as long as the Client fulfils in due time its obligations to provide information, documentation and approvals according to the planning specified in each case. The *dies a quo* will be the date of Acceptance of Order by INGETEAM. Nevertheless, if the Client requires modifications or improvements to the supply, INGETEAM will state a new contractual time of delivery, which will be notified to the Client. Any delay in delivery caused by a case of Force Majeure or Acts of God will not be considered as a delay and will not give rise to any penalties. Any delay in payment by the Client will lead to a correlative extension of the time of delivery. In case of delay in delivery within the

date specified in the Contract due to reasons directly attributable to INGETEAM's responsibility and which causes damage to the Client, the Client might be entitled to liquidated damages only if it has been explicitly agreed so in writing. Such liquidated damages which will be considered as its sole and exclusive remedy for the delay, and shall never exceed five percent (5%) of the total price of the delayed goods or services. The Client shall not be entitled to claim any further, actual or additional damages on account of the same late delivery. Liquidated damages or penalty claims for late delivery are time barred after two months from delivery of the Supply concerned and Client shall not be entitled to apply liquidated damages if it has breached its contractual obligations of payment and/or procurement of sufficient information in due time. If the agreed milestones entailing the right to collect the price can not be fulfilled for reasons not attributable to INGETEAM, INGETEAM will be entitled to collect such price at the agreed terms and dates of payment as if they had been duly fulfilled.

6. TERMS OF DELIVERY. INGETEAM will be authorized to make partial deliveries. Whenever by contractual agreement delivery must be made at a place designated by the Client, the Client must ensure at all times that there is a good and constant access to such place by suitable roads for the required transportation, considering the projected size, weight and other characteristics of the supply. In case that the Client fails to do so, delivery shall be deemed to have taken place at the moment when INGETEAM announces disposability for dispatch and delivery, and Client shall have to assume and afford any and all extraordinary measures necessary to make the supply reach its final destination. Irrespective of which Incoterm is chosen as applicable, unloading at site is never part of INGETEAM's scope of supply. Risk of loss or deterioration of the goods shall pass over to the Client at the moment of delivery by INGETEAM. In the event that the Supply or any part of it could not be delivered at their due dates for reasons beyond INGETEAM's control when ready for dispatch and delivery and after the announcement to be placed at Client's disposal, such supply will be placed to storage, and after a period of grace of one month, the Client will pay storage expenses, including storage at the factory where manufactured, of an amount of one percent (1%) of the total purchase price for any commenced month of storage. INGETEAM shall invoice any amounts otherwise payable to INGETEAM upon delivery and all storage expenses incurred, and delivery shall be deemed to have taken place for the purposes of having the right to collect the price and the beginning of the guarantee period. All risk of loss or damage during storage shall be for the Client.

7. FORCE MAJEURE. INGETEAM's impossibility or delay in executing its obligations under the Contract, resulting from cases of Force Majeure, including, without limitation, war, terrorist attacks, natural disasters, acts of God, fires, floods, shortage of labor, energy or raw materials, labor conflicts such as strikes or lockouts, failures or delays of the means of transport or third party supplies, administrative provisions, governmental orders, or any other events or circumstances beyond INGETEAM's control, will release INGETEAM from its obligations to fulfill the Contract while such Force Majeure persists preventing performance, and will lead to a correlative extension of the time of delivery. In case that Force Majeure lasts longer than three (3) months, INGETEAM may terminate the Agreement without being obliged to indemnify the Client.

8. ORDER CANCELLATION. If for any reason the Client decides to cancel its Order in whole or in part, Client shall pay immediately INGETEAM's cost of manufacture and any other damages and costs incurred, including labor, engineering, materials, services, equipment time, etc., plus a 15% of the sale price as cancellation charge. In the event of cancellation of an Order that has already entered the design stage, the Client shall pay a minimum of twenty per cent (20%) of the total price of the supply. INGETEAM reserves the right to take any legal actions it may be entitled to, retaining in its favor as indemnification for damages the part of the supply already made or in transit, any materials it may have already received and any sums received in advance on account of the total Contract price, without prejudice to its right to claim indemnification for any further losses and damages it may have suffered.

9. QUALITY OF THE SUPPLY. The supply will conform to the specifications indicated in each contract as regards quality and good condition. All trials and testing will be governed by IEC standards, unless otherwise specified. The Supply shall be inspected by INGETEAM's technical staff in order to ensure conformity with what was agreed. The Client shall acknowledge receipt of the supply in writing if it is present at the inspection and the outcome is satisfactory. If this right is waived, the supply will be deemed as definitively handed over and accepted. Any expenses incurred as a result of the Client's visits and acceptance shall be borne by the same. In any case it will be understood that the supply has been received by the Client after 10 days following delivery without any claim being brought for defects and/or faults, or if the Client starts making use of it.

10. WARRANTY. INGETEAM guarantees its supply against any failure that is directly and exclusively due to defective design, manufacturing, workmanship or materials, and undertakes to correct any such defect or malfunctioning detected within the warranty period. Unless otherwise

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specifically determined in the specific conditions, the warranty period of the supply shall be twelve (12) months after its delivery but no longer than eighteen (18) months after the date of announcement to be available for taking over or transport, whichever expires first. By virtue of this warranty, INGETEAM undertakes to repair or replace, at its option and wherever it decides, the defective goods or parts. Any defects claimed must be notified immediately in writing by the Client to INGETEAM as soon as they have arisen, exhaustively stating the nature of such defects, allowing INGETEAM to inspect and remedy them and promptly making the supply available for correction. Any potential costs arising from transport of the supply, custom duties, rates, etc., or from any dismantling or reinstalling of whatever has been repaired or replaced, are for the Client's account. The warranty shall only be valid and effective if transport, storage, assembly, installation, commissioning, operation and maintenance of the supply have been carried out properly by officially authorized staff in conformance with the instruction manuals provided by INGETEAM as applicable. The warranty covers solely the repair of any defects and/or replacement of any defective components at INGETEAM's facilities. The warranty shall not apply in case of normal wear and tear, whether due to operation or to external causes, or in case of extraordinary wear and tear or failure due to excessive loading during operation, inadequate use or external factors such as excessive moisture, dust, corrosion, electromagnetic disturbances, static discharge, changes in the quality of power supply, etc. The warranty does not cover defects resulting from accidents, Force Majeure, improper handling, failure to observe operating instructions, repairs not carried out by INGETEAM, or from negligence or lack of competence of Client's or third party's staff, neither defects arising from inadequate transport, storage, use or conservation or, in general, any defects due to reasons not attributable to INGETEAM or beyond its control. The Client is not allowed to carry out repairs by its own or through third parties, neither to unilaterally send the supply subject of a warranty claim for its repair or replacement. The warranty expires if the Client or third parties carry out any intervention, modification or repair without the prior written consent of INGETEAM, or if they do not immediately take appropriate measures to prevent the damage from becoming more serious. The warranty does not cover any direct nor indirect loss and damage, whether personal or material, it is the only enforceable warranty given to the Client, and it excludes any other conditions or warranties not expressly acknowledged by INGETEAM whether express, implicit or legal. INGETEAM makes no warranties, express or implied, and specifically disclaims any warranty of merchantability or fitness for a particular purpose. The warranty will in any case exclude INGETEAM's liability for hidden defects beyond the indicated warranty period. The repair or replacement of a defective component of the supply will not alter the commencement date of the warranty period for the entire supply.

11. LIMITATION OF LIABILITY. INGETEAM will hold the Client and third parties harmless from the direct damages suffered as a result of the infringement by INGETEAM of its contractual obligations, due to defects in the products or services defects in the products or acts or due to acts or omissions of its employees, subcontractors and other individuals for whom it is legally liable, up to a maximum aggregate liability cap or amount payable for all claims of any kind, including liquidated damages and remedial warranty efforts such as repair or replacement pursuant to the warranties given to the Client, of one hundred percent (100%) of the total purchase Price allocable to the good or service giving rise to the claim. Under no circumstances shall INGETEAM be liable for any kind of indirect, consequential, incidental, punitive, special or exemplary damage or loss suffered by the Client or third parties, including but not limited to loss of production, income, revenue or profit (*lucrum cessans*), loss of performance or availability, costs of replacements with substitute goods or services, downtime or waiting costs, costs of labor, investment or capital, and any other financial costs, third party claims, etc. INGETEAM shall be notified of any existing damage as soon as it occurs.

12. RESERVATION OF TITLE. INGETEAM shall remain the owner and reserves title over the supply until having received the full and definite payment of its contractual price in accordance with the payment terms and Client having fulfilled all its obligations derived from the commercial relationship. INGETEAM will be entitled to recover and dispose of the purchased goods involved. INGETEAM shall be entitled at any time before property passes to the Client to enter the Client's premises to repossess and move any of the purchased goods and in so doing shall be entitled to dismantle any goods from equipment or products to which they have been attached. Until property in the Products passes to the Client, any proceeds of the sale of the goods by the Seller shall be held for the benefit of and in trust for INGETEAM. The Client will be obliged to diligently safeguard the goods supplied until the passing of title, bearing the risk of any loss or damage thereto following delivery. If the goods supplied are transformed or integrated by the Client into goods that are not INGETEAM's property, INGETEAM will acquire co-ownership over the new manufactured goods, in the proportion that the invoice price of the goods supplied under reservation of title represents in the invoice price of the new manufactured goods. Any documents of any kind delivered by INGETEAM to the Client and their content shall always be the exclusive intellectual property of INGETEAM, and the Client may not dispose of them in its favor nor deliver them to third parties without INGETEAM's prior express authorization in writing. Any used packaging material, any waste generated during assembly, erection, commissioning or repair, and their relevant environmental management, are the Client's property and responsibility. The Client shall provide proper environmental treatment of the foregoing and no return will be accepted.

13. INDUSTRIAL AND INTELLECTUAL PROPERTY. Any technology, design, invention, work, drawing, diagram, process, know-how, software, calculation, manual, method, solution, idea, improvement, innovation, modification, contribution and, in general, any associated information or documentation, developed or supplied by INGETEAM in the course of the offer or to be rendered under the performance of the Contract or incorporated in the design or function of the supply involving industrial or intellectual property, will at all times remain INGETEAM's exclusive property, and the Client may not without INGETEAM's prior written consent copy, reproduce or disclose it to a third Party in any way, neither use it or dispose of it to its benefit or to the benefit of third parties for purposes other than the complex of the contract and the operation and maintenance of the supply.

14. CONFIDENTIALITY. Any information to which the parties have access as a result of the Contract, including the terms and conditions of the same, shall be considered as confidential information unless it belongs to the public domain, and shall not be disclosed to third parties nor used directly or indirectly for purposes other than those provided for in the Contract. This obligation bounds any employees of the parties, who shall only receive the information that is strictly required for the performance of their duties, with the Client ensuring at all times that confidentiality is maintained. The confidentiality obligation shall remain in force for at least two years following the full payment of the supply.

15. ANTICIPATORY BREACH. Any unexpected events such as cases of Force Majeure, changes in the economical or financial circumstances or in the scope of the mutual obligations of the parties that significantly affect the tasks to be performed, etc., will entitle INGETEAM to withdraw from the Contract totally or partially with a mere notification in writing and without any liability arising therefrom.

16. SEVERABILITY. The nullity or unenforceability of any provisions of these GTCS or the Contract will not affect the other provisions, which shall remain in full force and effect.

17. PERSONAL DATA PROTECTION. The Client is hereby informed of and agrees to the incorporation of its personal data into the relevant data file, owned and managed by INGETEAM for commercial, administrative, tax and marketing management purposes, including communications with third parties and the marketing of INGETEAM products and services. The Client may exercise its rights of access, rectification, cancellation and objection by means of a written communication to Ingeteam, S.A. (ingeteam@ingeteam.com), indicating the reference "LOPD" and correctly identifying itself.

18. APPLICABLE LAW AND RESOLUTION OF DISPUTES. The Contract and its execution will be governed by the substantive Laws of the State of Wisconsin to the exclusion of any other legal system or conflict of law rules. 1980 UN Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising in connection with the interpretation and enforcement of the Contract or any other legal relationship with the Client which cannot be resolved amicably despite having exercised all reasonable efforts, shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration shall be Milwaukee, Wisconsin, United States of America, to the exclusion of any other jurisdiction, including the own forum of the parties, which is expressly waived, without prejudice of INGETEAM's right to bring a claim against the Client in the Client's jurisdiction. The decision of the arbitrators shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authorities to appeal for revisions of such decision.

19. U.S. REGULATIONS. The Client shall not engage in any transaction with respect to the Supply which violates any statute or regulation of the United States of America.