

ECLIPSE COMBUSTION LIMITED
GENERAL TERMS AND CONDITIONS OF SALE
Version 2016

1. GENERAL

1.1 The definitions in this document shall have the following meanings:

"Agreement": The order confirmation and any modifications there to as agreed in writing by Eclipse and the Purchaser, including any accompanying appendices.

"Contract Price": The price, in Pounds Sterling (unless otherwise agreed in writing), agreed for the purchase of the Product and or Service.

"Eclipse": Eclipse Combustion Limited, a company with limited liability registered in England under company number 01569988 whose registered office is at Honeywell House, Skimped Hill Lane, Bracknell, United Kingdom, RG12 1EB

"General Conditions": Eclipse's General Terms and Conditions of Sale.

"Order": Any order in any form made by Purchaser for the purchase of Products and or Services.

"Products": The products (for example industrial gas and oil burners and combustion systems for industrial heating, and drying and melting applications as well as engineered projects, & the making of CFD's.etc), to be delivered by Eclipse as specified in the Agreement.

"Purchaser": The Purchaser to whom Eclipse shall sell, or propose to sell, the Products and or Services.

"Services": Services to be performed by Eclipse (such as installation, commissioning, maintenance, testing, trouble shooting, training, advice and inspection) for Purchaser as specified in the Agreement.

1.2 These General Conditions apply to every offer, all Agreements and deliveries made by Eclipse to and with the Purchaser, in as far as the Parties have not expressly and in writing agreed otherwise, regarding the sale of Products and the provision of Services. General terms and conditions used by the Purchaser or any third party are expressly excluded and shall form no part of the Agreement.

1.3 The General Conditions applying thereto shall be a full representation of all rights and obligations of the parties and shall supersede all prior written and oral agreements, declarations, statements and/or conduct of the parties.

1.4 These General Conditions have been drawn up in English and may be translated into other languages. In the event of a dispute about the contents or tenor of these General Conditions, the English text shall prevail.

2. OFFER AND ACCEPTANCE OF THE AGREEMENT

2.1 Unless expressly agreed otherwise in writing, any offers or quotations as well as any information contained in brochures and price-lists shall not be binding on Eclipse. All representations, drafts/sketches, reports on weights, estimates, sizes, colours, etc., shall be approximations, unless agreed otherwise in writing.

2.2 Each offer shall be based on the execution of the Agreement by Eclipse under normal circumstances and during regular working hours, unless otherwise agreed.

2.3 An Agreement shall be concluded only if and in so far as Eclipse accepts an Order in writing by means of a written confirmation. If at the Purchaser's request Eclipse performs any work before full agreement has been reached, the Purchaser shall pay Eclipse therefore in accordance with Eclipse's scale of fees or prices then in force, with due observance of the provisions of clause 4.4. In the event that agreement is reached to effect payment by means of a letter of credit, the agreement concerned shall only come into effect once Eclipse accepts the relevant irrevocable confirmed letter of credit in writing.

2.4 Any written or oral undertakings or Agreements made by or with employees or any representatives of Eclipse shall only be binding on Eclipse after and in so far as such undertakings and Agreements have been confirmed by Eclipse in writing. Eclipse has an internal authorization procedure, which will be provided upon request.

2.5 All work performed by Eclipse, whether laid down in writing or not, in addition to the agreed price, description and specification of the Product contained in the Agreement, as well as extra costs resulting from a different execution of the Product as specified in the Agreement shall be considered a variation. These General Conditions shall also apply to a variation.

2.6 Purchaser may request variations to the Product. Any variation request should be made in writing. When requesting any variation, the Purchaser shall give Eclipse such reasonable notice and will enable Eclipse to make the necessary arrangements accordingly. As soon as practical following the receipt of such request, Eclipse shall notify the Purchaser whether a variation would involve a change in the Contract Price of the Agreement, the delivery time, the warranty conditions, or any other term of the Agreement. The Purchaser shall then promptly confirm whether the variation shall be carried out. The Purchaser shall in all cases reimburse Eclipse's reasonable costs for analysing the feasibility and consequences of a requested variation.

2.7 No modification of the Agreement is valid unless agreed in writing.

3. PRICES

3.1 The agreed prices shall be in Pounds Sterling, unless otherwise agreed in writing. They are based on the Eclipse interpretation of specifications provided by the Purchaser, and the estimated time and required materials for the design, manufacturing and testing of the Product. Unless agreed otherwise, the Contract Price is exclusive of any VAT, or any other taxes and packaging and is based on ex works, Eclipse's factory in Lotte, Germany (EXW, Incoterms 2010).

3.2 If between the date of the Order and the date of delivery or installation one or more cost price factors –whether foreseen or not– have undergone an increase, Eclipse may adjust the offered price accordingly irrespective of whether the price has already been agreed to or not.

3.3 If prices are in another currency other than Pounds Sterling and, after the conclusion of the Agreement, there is a change in the Pounds Sterling exchange rate, thereby putting Eclipse into an unfavourable financial position, prices will be increased accordingly by Eclipse so that the equivalent in Pounds Sterling will then be equal to the value at the time of the execution of the Agreement.

3.4 Eclipse shall, in the event of a variation, calculate the costs related to the execution of this variation on the basis of calculation after-the-fact for which it shall apply the prevailing cost, plus prices for hours, as well as other extra costs and consequences of the variation including those mentioned in clause 2.6, unless otherwise agreed.

4. PAYMENT

4.1 All payments will be made without any deduction, suspension or compensation for any reason into a bank account to be stipulated by Eclipse. Payment must be made no later than 30 days after the date of invoice.

4.2 In the case of a variation Eclipse may immediately invoice the costs as stipulated in clauses 2.6 and 3.4 separately.

4.3 In case payment is not made as required by clause 4.1, the Purchaser shall be immediately in default without Eclipse having to provide any written notice of default or warning. Interest for overdue amounts shall be payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Furthermore, subject to any other rights Eclipse may have pursuant to the law or the Agreement, in the absence of timely payment it shall be entitled either to suspend further delivery or to terminate all or part of the relevant Agreement without the need for a notice of default or judicial intervention, such at its own discretion and subject to Eclipse's right to seek compensation for any harm it has suffered.

4.4 All costs (including legal fees and disbursements) which Eclipse incurs due to the Purchaser's nonfulfilment of obligations will be charged to the Purchaser.

4.5 Upon or after entering into the Agreement and before its implementation, Eclipse will be entitled to demand a guarantee from the Purchaser that both the payment obligations and any other obligations arising from this Agreement will be fulfilled.

5. MANUFACTURE AND INSPECTION

5.1 Eclipse shall supply the Product in accordance with the Agreement.

5.2 The Purchaser shall have the right to inspect the Product in the process of manufacture and to inspect the finished Product at Eclipse's factory in Lotte, Germany, at any time during normal business hours upon 48 hours prior notice. The costs involved in such inspection shall be borne by Purchaser.

5.3 It shall be the Purchaser's obligation to conduct a close examination of the Product immediately upon delivery. Any complaints with respect to defects in the Product must be made by written notice to Eclipse no later than fourteen days after delivery of the Products. Defects which can only be observed at a later stage (non visible defects) shall be reported forthwith to Eclipse but no later than three days after they have been observed. Once these periods have passed, the Purchaser will be considered to have approved the Products and complaints will no longer be considered.

5.4 If the Purchaser fails to carry out an inspection within five working days after the delivery of the Products, Eclipse's standard factory inspection results shall be deemed conclusive.

5.5 In the event of a complaint the Purchaser shall be required to allow the relevant Product to be inspected by an independent expert jointly appointed by both parties. If the complaint is founded, Eclipse shall bear the costs of the inspection. In the complaint is unfounded, the Purchaser shall be charged for the costs concerned. The Purchaser shall bear the costs of the return shipment including that of any packaging.

6. DELIVERY OF THE PRODUCT

6.1 Unless otherwise agreed by the Parties in writing, the Product shall be delivered Ex Works Eclipse's factory in Lotte Germany (EXW, Incoterms 2010). The Product shall be delivered in Eclipse's standard packing.

6.2 If the Purchaser refuses to accept delivery of Products or is negligent in providing information or instructions needed for the delivery, the Products will be stored at the expense and risk of the Purchaser. Eclipse shall be entitled to either consider the Agreement as dissolved with immediate effect, or destroy the Products at Purchaser's cost and risk, without prejudice to the indemnity Eclipse may legally claim.

6.3 If any performance schedule or planning applies, it shall not begin to run until the relevant agreement is concluded in accordance with the provisions of clause 2.3, the Purchaser has provided Eclipse with all information or auxiliary materials for the execution of the Agreement, and Eclipse has received payment or any security for

payment which may have been agreed, e.g. advance payment, and /or a credit insurance policy, if provided for. Any delay in the above could result in the delivery date being extended.

6.4 The time for delivery stated by Eclipse shall be based on the circumstances applying to Eclipse at the time of the conclusion of the Agreement and, in so far as the time for delivery depends on the performance of third parties, on the information supplied by such third parties to Eclipse. The time and day stated for delivery shall not be of the essence. Eclipse shall not be in default in respect of such delivery time until the Purchaser notifies it in writing that it is in default, in doing so stipulates a reasonable period of time within which Eclipse has the opportunity to effect delivery, and the latter still fails to do so.

6.5 In the event of a delay, Eclipse shall inform the Purchaser within three days, and indicate the expected duration of the delay. The Parties shall then determine a new delivery date.

6.6 If the time for delivery is exceeded, the Purchaser shall not be entitled to cancel or terminate the Agreement, unless the time for delivery is exceeded with more than six weeks, without the Purchaser being entitled to any compensation.

7. RETENTION OF TITLE

7.1 Notwithstanding the actual delivery, the property in the Products shall not pass to the Purchaser until the Purchaser has fully paid:

7.1.1 All claims due to Eclipse concerning the compensation for any Products supplied or to be supplied by Eclipse under the Agreement or to be supplied under any other agreement whether existing at this time or to be concluded at a later stage; or

7.1.2 For any work performed or to be performed on behalf of the Purchaser under abovementioned agreements; as well as

7.1.3 All claims on account of any failure on the part of the Purchaser in respect of the due performance of his obligations under abovementioned agreements.

7.2 As security for the payment of claims arising from contracts other than those referred to under clause 7.1 above, or as security for those claims or with respect to those Products to which no reservation of title is possible, Eclipse reserves the right to vest a security interest (e.g. a charge), to its benefit for the Products supplied. Eclipse shall be entitled to register said security interest, for which Purchaser shall provide all cooperation required.

7.3 Purchaser shall allow access to the Product and allow Eclipse to collect the Products, in the event Eclipse exercises this right of retention.

7.4 In the case the Product is integrated in, transformed to, becomes part of another good or otherwise loses its individual identity, Eclipse has the right to request a security right such as a charge, mortgage or lien that would provide it sufficient security for its claims, and Purchaser shall grant such right upon Eclipse's first request. The last sentence of clause 7.2 shall apply equally here.

7.5 As long as the property in the Products rests with Eclipse or as long as a security interest is established thereon, the Purchaser shall not be entitled to transfer or otherwise dispose of the Product to pledge the same as security, unless the Purchaser resells the Products in the normal conduct of his business, which is to sell goods such as the Products. In that case a security interest in the proceeds of such sale(s) for the benefit of Eclipse shall be established in anticipation of the claim against the third-party buyer arising from the sale of the Product. The Purchaser hereby grants to Eclipse a floating charge over such sale proceeds. The last sentence of clause 7.2 shall apply equally here.

7.6 Purchaser agrees to cooperate in the registration of any security interest mentioned above.

7.7 Clause 7.1 shall not apply in the case that the Parties have agreed that Eclipse shall issue trust deeds, which provide Purchaser (proportional) ownership rights to the Product.

8. INSTALLATION AND PREPARATION OF THE PRODUCT FOR START-UP

8.1 Eclipse and/or through its local offices, can provide installation services with respect to the delivered Product at Purchasers' expense. After the installation of the Product Eclipse can upon the request of Purchaser, and at the cost of the Purchaser prepare the Product for start-up. For this purpose Purchaser shall provide Eclipse full access to its premises and the Product and furthermore provide all utilities, facilities, cooperation and information requested as necessary for a proper preparation of the Product for start-up.

8.2 If during the preparations for start-up a defect to the Product is found which was not discovered during the inspection at Eclipse's premises before the shipment, Eclipse cannot and will not be held accountable for these defects; unless Purchaser proves that the defect is attributable to Eclipse.

9. PERFORMANCE OF SERVICES

9.1 The Parties agree that Eclipse will only provide Services following delivery if so arranged in a separate contract or expressly stated in the Agreement.

9.2 In the event the Purchaser has requested Eclipse to perform Services (which include those specified in clause 8) on another location other than Eclipse's premises, Purchaser shall be responsible for the correct and timely execution of all arrangements, facilities and/or conditions necessary for the performance of the Services.

9.3 Unless agreed differently, Purchaser shall provide on its own account and for its own risk, that:

9.3.1 Eclipse's personnel are granted full, undisturbed and exclusive access to the relevant part of the premises where the Services are to be performed;

9.3.2 Eclipse's personnel, as soon as they have arrived on the work location, can start their work and continue performing its work, in accordance with Eclipse's planning, during normal working hours which are from 9 am – 5 pm Monday – Friday and also, should Eclipse consider this necessary, outside normal working hours. In the latter case, Eclipse shall inform Purchaser within a reasonable amount of time.

9.3.3 Proper accommodation and facilities are available for Eclipse's personnel.

9.3.4 Travelling and overnight costs will be borne by the Purchaser, at net costs plus a 10% administration fee.

9.3.5 The necessary auxiliary materials and equipment are available, such as scaffolding;

9.3.6 Fuel, water, electricity, as well as all other required energy is available;

9.3.7 The working area has proper heating and illumination;

9.3.8 Proper toilets, washing, changing and eating facilities are available for Eclipse's personnel;

9.3.9 All necessary and/or legally required security and other precautionary measures have been taken and will be maintained, as well as that all measures have been taken and maintained in order to comply with the applicable governmental regulations and the Purchaser's regulations (if any).

9.4 The Purchaser shall provide for all permits, dispensations and/or approvals required for the performance of the Services, and that need to be provided by the competent authorities or Purchaser, unless Eclipse has agreed in writing to provide for this.

9.5 The Purchaser shall provide for sufficient surveillance of the area where the Services are being performed.

9.6 The obligations for the Purchaser under this clause 9 also apply if the Purchaser does not have exclusive control over the working area.

9.7 Eclipse has the right to involve third parties in the performance of the Services.

9.8 If there is a delay because one or more of the conditions in this clause are not satisfied, such an extension of the time to perform the Services will be permitted as is reasonable taking all the circumstances into account. The expenses and losses that directly result from one or more of the conditions stated in this article not being satisfied or not being satisfied in good time will be borne by Purchaser.

10. COMPLETION OF SERVICES

10.1 Eclipse's provision of Services shall be complete, when Eclipse has performed the Services and informed the Purchaser of the completion, or when the Purchaser first takes into use the result of the Services performed.

10.2 On request of the Purchaser and at the Purchaser's expense, Eclipse can carry out an inspection of the total equipment, which may include testing of the Products delivered under the Agreement. Eclipse shall give the Purchaser not less than 3 days notice of the date on which Eclipse will be ready to carry out the inspection. The Purchaser shall allow Eclipse to perform the inspection, as well as to make those improvements and changes to the Products which Eclipse deems necessary.

10.3 The inspection can take place in the presence of the Purchaser or its representative. Eclipse can, at the request of the Purchaser, lay down the results of the inspection in a report, which report shall be provided to Purchaser for approval. Within five days of receipt of the report, the Purchaser shall either approve the work, or shall indicate in writing the reasons for withholding the approval.

10.4 In the event the Purchaser does not comply with the terms in clause 10.3, the performed Services shall be deemed to be accepted. Thereafter, Eclipse's sole obligations shall be those provided in clause 12. Such inspection and testing can take place in the event that specific quality requirements have been agreed.

11. FORCE MAJEURE

11.1 Neither Party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other in any manner whatsoever for any failure, partial failure or delay in performing its obligations under this Agreement (other than breach of an obligation to make payment of any sum under this Agreement) to the extent that the same is caused by a Force Majeure Event.

11.2 For the purposes of this Agreement "Force Majeure Event" means, in relation to either Party, any circumstances beyond the reasonable control of that Party whether it could have been foreseen or not, including, without limitation, war, danger of war, mobilization, insurrections, strikes or lock-outs, fire, flood accidents or illness among personnel, interruptions of work and cut-down on production, a lack of raw materials or packing-materials, a hold-up in transport, intervening legal requirements, restrictions concerning import or any other governmental restrictions, as well as any other impeding circumstance not exclusively dependent on the will of Eclipse, such as products and services not or untimely delivered by third parties which have been contracted by Eclipse.

11.3 Each Party agrees to notify the other promptly upon discovery of a Force Majeure Event, which may cause a failure or delay in performance hereunder. A delay in performance due to a Force Majeure Event shall be excused only so long as the event continues or until a commercially reasonable alternative method of performance can be implemented. The date for performance of the obligations shall be deemed suspended for a period equal to the delay caused by such Force Majeure Event. If performance by either Party hereunder is delayed more than 3 months due to a Force Majeure Event, then either Party may terminate this Agreement by giving thirty days notice to the other Party if the Force Majeure Event has not ceased during such period, without there being any liability for damages in this case.

11.4 If Eclipse has already partially fulfilled its obligations, either by manufacturing or by partial delivery, Eclipse is entitled to a reasonable reimbursement of the costs of

this fulfillment up to the time of the occurrence of the force majeure.

12. WARRANTY

- 12.1 Eclipse warrants the Products for a maximum period of twelve (12) months from the date of delivery of the Products, unless specifically agreed otherwise in writing.
- 12.2 Eclipse warrants to the Purchaser that the Products will remain free of substantial defects in design, materials and workmanship. Eclipse shall only warrant the agreed output of the Products, if the Purchaser has provided Eclipse with complete and accurate information regarding the composition of the fuel to be used with the Products, as well as the fuel's properties and the elevation of the installation above sea level; such warranty is expressly stated in the Agreement.
- 12.3 Eclipse does not give any guarantee with respect to processes and efficiency regarding the Products or their suitability for a particular purpose or any other implied warranty with the exception of those warranties (express or implied) to which Purchaser is entitled in relation to the contract by virtue of statute or common law and which cannot be excluded or varied.
- 12.4 Purchaser can only invoke the provisions of this Article if the Contract Price has been fully paid to Eclipse.
- 12.5 This warranty shall not apply in the event that:
- 12.5.1 The Product has been subjected to incorrect installation, faulty repair or modifications by the Purchaser or third parties;
 - 12.5.2 The defect is caused by a circumstance primarily located or originating outside the Product;
 - 12.5.3 The alleged defect is the result of normal wear and tear;
 - 12.5.4 Purchaser has continued to use the Product after the discovery of the defect; or Eclipse has not received written notice of the defect within three days following the discovery of such defect.
 - 12.5.5 If a defect covered under this warranty arises, Eclipse shall at its option either:
 - 12.5.6 Repair or replace the defective part of the Product within a reasonable time; or
 - 12.5.7 Repay that part of the Contract Price that corresponds with the defective Product or part of the Product.
- 12.6 Any parts that become available as a result of a replacement shall remain/become Eclipse's property. After reparation or replacement the initial warranty period continues; no new warranty period shall commence.
- 12.7 This clause contains the exclusive remedies open to Purchaser with respect to defects. All other remedies otherwise available to it by the applicable national law are hereby expressly excluded. This limitation does, however, not apply to the effects of unlawful wilful misconduct or gross negligence on the part of Eclipse.

13. INTELLECTUAL PROPERTY

- 13.1 The intellectual property rights relating to a Product, as well as all elements of a Product design which are unique to that Product including, but not limited to, all plans, specifications, prototypes, moulds and other documentary and electronic representations of the Product shall be owned by Eclipse even if Purchaser has provided any drafts/sketches.
- 13.2 In the event that Purchaser receives a claim or notice of suit ("Claim") alleging infringement, Purchaser shall promptly upon receipt of the Claim notify Eclipse and give Eclipse all requested information, non-monetary assistance and exclusive authority to defend and/or settle such Claim.
- 13.3 Drafts/sketches, calculations, outlines, systems software, methods and other data, remain the property of Eclipse, irrespective of whether costs were charged therefore, and will neither be disclosed to third parties, copied, made public, or used without the prior written consent of Eclipse. These documents must be immediately returned should no Agreement between Eclipse and the Purchaser come into existence.
- 13.4 All auxiliary materials and equipment, irrespective of whether they were specifically designed and manufactured for the purpose of the Agreement and irrespective of whether costs were charged therefore shall remain the property of Eclipse.
- 13.5 The Purchaser is not permitted to modify the Products either wholly or partially or to mark them with any other trade name or packaging, or to use the brand concerned in any other manner or to register them in his own name.

14. LIABILITY

- 14.1 Notwithstanding any other provision in the Agreement, Eclipse shall in no event be liable to the Purchaser for special, consequential, exemplary, incidental, or other indirect damages of any kind, including loss of profit, use, production, business or benefit or any financial or economic prejudice whatsoever, whether arising in contract, tort, product liability, statutory duty, or otherwise, even if Eclipse has been advised of the possibility of such indirect damages.
- 14.2 Notwithstanding anything to the contrary in the Agreement, the aggregate liability of Eclipse to the Purchaser arising in connection with this Agreement, under any theory or ground whether in contract, tort, product liability, warranty, statutory duty, or otherwise, shall not exceed the Contract Price. Total compensation for damage payable by Eclipse shall in no event exceed Two-hundred-thousand Pounds Sterling (£200,000.00) per event, whereby a series of related events will be considered as a single event.
- 14.3 The Purchaser shall indemnify Eclipse against any claim made by a third party in respect of which Eclipse is not liable under these terms and conditions.
- 14.4 In the event that the Purchaser fails to comply with his obligations pursuant to an Agreement into which he has entered, or fails to do so properly or on time, if there are grounds to fear that this will occur, or in the event that the Purchaser applies for a suspension of payments, files for bankruptcy or liquidates his business, Eclipse shall be entitled to suspend or terminate the Agreement concerned without the need to give notice of default or judicial intervention, and it shall not have a duty to provide any form of compensation.
- 14.5 Any claim on the part of Eclipse pertaining to a part of the Agreement which has already been executed, or harm suffered as a result of its suspension or termination, which shall be deemed to include loss of profit, shall fall due with immediate effect.

15. CANCELLATION

- 15.1 The Purchaser's wrongful non-acceptance of Products or cancellation or repudiation of the Agreement shall entitle Eclipse to recover, in addition to any incidental damages caused by the Purchaser's wrongful non-acceptance, cancellation or repudiation:
- 15.1.1 the full Contract Price of such Products which reasonably cannot be resold by Eclipse to a third party;
 - 15.1.2 the difference between the Contract Price and the actual sales price; and
 - 15.1.3 in the case of special orders, Eclipse's expense (such as development costs), if any, incurred prior to a receipt by Eclipse of notice of non-acceptance, repudiation or cancellation by the Purchaser in connection with providing special services, developing special tooling, purchasing special supplies and the like.
- Furthermore, costs related to the storage and / or shipping of the Products to the destination are for Purchaser's account.

16. CONFIDENTIAL INFORMATION

- 16.1 The Purchaser shall keep all information of a confidential nature or indicated as confidential, ("Confidential Information") disclosed by Eclipse or any company affiliated to it secret. Purchaser shall only use the Confidential Information in connection with the Agreement, and shall not provide Confidential Information to third parties.
- 16.2 The provisions of clause 16.1 apply to the full extent permitted by law and regardless of fault and shall survive termination, cancellation or annulment of the Agreement.

17. REGULATORY LAWS AND STANDARDS

Eclipse designs the Product in accordance with the Harmonized EN Norms or the regulatory laws and standards otherwise agreed. Eclipse makes no promise or representation that the Products shall conform to any federal, state or local laws, ordinances, regulations, guidelines and codes of practice, except when particularly specified and agreed upon in writing by a duly authorized representative of Eclipse. The Contract Price does not include the cost of any inspections or permits.

18. U.S. EXPORT CONTROL

- 18.1 The Purchaser hereby acknowledges the Products and the transaction contemplated herein is subject to United States of America export and re-export controls, rules, regulations, requirements, sanctions, embargoes, and similar Laws ("Export Laws").
- 18.2 The Purchaser warrants that it shall comply with the Export Laws and will not engage in any conduct which would constitute an offence under the Export Laws.
- 18.3 The Purchaser shall indemnify Eclipse against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by, or awarded against, Eclipse as a result of any breach of this clause 0 by the Purchaser.
- 18.4 The Purchaser shall, upon request, provide to Eclipse all information and documentation deemed necessary by Eclipse, in its sole discretion, for Eclipse to comply with all applicable Export Laws including, but not limited to, any reporting Eclipse is required to make to the United States of America or any governing entity empowered thereby.
- 18.5 The Purchaser shall maintain records to demonstrate compliance with all applicable Export Laws and to allow any post-sale or post-transfer verification of Export Laws compliance as may be requested by Eclipse for a period of not less than five (5) years from the date of delivery of such Products.
- 18.6 The Purchaser warrants that it shall cooperate in any investigation instituted by any entity empowered by the United States of America related to Eclipse's compliance with the Export Laws.

19. THIRD PARTY RIGHTS

Any person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20. APPLICABLE LAW AND SEVERABILITY

- 20.1 The Agreement and any agreements derived from it shall be governed by and construed in all respects in accordance with the laws of England and Wales and the

parties hereby submit to the exclusive jurisdiction of the courts in England and Wales.

20.2 If a provision of these General Conditions is judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of these General Conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

21. DISPUTE RESOLUTION

21.1 The Parties agree that any controversy or claim which may arise in relation to the present Agreement, or in relation to future agreements resulting from it, shall be finally and exclusively settled at the request of any Party in accordance with the Arbitration Rules of the Institute of Arbitrators in London. The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be London. Furthermore, the arbitral procedure shall be conducted in the English language.

21.2 The Parties further agree that the exclusive jurisdiction of the arbitral tribunal shall extend to all preliminary, conservatory, attachment or injunctive measures and or summary procedures which a Party may seek to engage in prior to, in anticipation of or parallel to an arbitration. For the avoidance of doubt, this shall mean that the Parties have expressly agreed to submit all such matters exclusively to the arbitral tribunal.