SULPHURNET'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON SULPHURNET'S STANDARD TERMS AND CONDITIONS OF SALE STATED BELOW. SULPHURNET OBJECTS TO AND REJECTS ANY AND ALL CONDITIONS IN BUYER'S PURCHASE ORDER OR OTHER DOCUMENTS ISSUED BY BUYER THAT ARE ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS.

STANDARD TERMS AND CONDITIONS OF SALE –SERVICES AND EQUIPMENT

1. DEFINITIONS. "**Equipment**" means the equipment purchased by Buyer from SULPHURNET under this Purchase Order, as particularly described in the Specifications; "**Purchase Order**" means, collectively, these Standard Terms and Conditions, the Specifications, any other documents attached and expressly incorporated into this Purchase Order, and any changes to any of the foregoing made in accordance with Section 3; "**Services**" means the engineering or other services purchased by Buyer from SULPHURNET under this Purchase Order, as particularly described in the Specifications; "**Specifications**" means the written design, technical and/or scope requirements relating to the Services and Equipment expressly incorporated in this Purchase Order and made a part hereof.

2. PAYMENTS; TAXES. With respect to all payments overdue as per the terms set forth in this Purchase Order, Buyer agrees to pay SULPHURNET a late payment charge of 1.5% per month starting on the date due until payment is received by SULPHURNET. Acceptance and endorsement by SULPHURNET of any instrument for less than the full amount that SULPHURNET claims to be due and payable hereunder shall not be deemed to be an admission of payment in full, and any conditions to the contrary that are noted on any such instrument shall not be binding on SULPHURNET. SULPHURNET shall not be obligated to continue its performance or deliver Equipment if any payment, under this Purchase Order or any other agreement between the parties or between Buyer and any of SULPHURNET's affiliates, is not received as due. Buyer shall be responsible for and shall pay any and all taxes, and all other governmental charges and other impositions arising from the sale of Services and Equipment under this Purchase Order, including, but not limited to, customs tariffs and duties, excise taxes, sales, use, gross receipts and value-added taxes, whether imposed upon SULPHURNET or Buyer, except for Dutch taxes imposed on the net income of SULPHURNET.

3. CHANGES. At any time prior to shipment of the Equipment or completion of Services, Buyer may provide SULPHURNET with written request to make changes in the Specifications. Following receipt of such written request from Buyer, SULPHURNET shall give Buyer a written proposal of the additional costs to Buyer (if any) to make such changes and any equitable adjustment to the price and delivery schedule. No change request shall be effective unless Buyer and SULPHURNET agree in writing to any such changes and/or adjustments in the Specifications, price and delivery schedule via a written amendment or change order signed by both parties.

4. INSPECTION. The parties understand and acknowledge that SULPHURNET may subcontract the manufacture of Equipment. At any time prior to packaging of the Equipment for delivery, Buyer may inspect and/or witness SULPHURNET's tests of the principal components of the Equipment, at Buyer's sole cost and expense. The type of inspections to be conducted by Buyer shall be agreed upon in advance between the parties. Any such inspections shall be arranged by SULPHURNET upon receipt of reasonable advance written notice from Buyer.

5. TITLE AND RISK OF LOSS. Title and all risks of acceptance and loss to the Equipment shall pass concurrently from SULPHURNET to Buyer upon delivery of the Equipment in accordance with the Incoterm specified in this Purchase Order.

6. WARRANTY.

(a) SULPHURNET warrants to Buyer that the Services will be performed in accordance with those standards of care and diligence generally practiced by recognized industry firms in performing services of a similar nature in the Netherlands. If, during the twelve (12) month period following completion of the Services (the "**Services Warranty Period**"), it is shown there is a material error in the Services caused solely by SULPHURNET's breach of the foregoing warranty, and provided that Buyer has notified SULPHURNET in writing within ten (10) days of its discovery thereof during the Services Warranty Period, then SULPHURNET shall re-perform, at SULPHURNET's cost, the relevant Services as may be necessary to remedy such error.

(b) SULPHURNET warrants to Buyer that the Equipment shall be delivered in a new and unused condition (unless such Equipment is designated repaired or repacked) and free of defects in title. For a period of twelve (12) months after the date of initial operation of any of the Equipment, or eighteen (18) months after the date of SULPHURNET's delivery of the Equipment, whichever period expires first ("**Equipment Warranty Period**"), SULPHURNET warrants that the Equipment shall conform to the Specifications, and shall be free from defects in materials or workmanship under use and service typical for equipment of its type; provided, however, that SULPHURNET does not warrant and is not responsible for failure of Equipment due to normal wear and tear or due to corrosion. SULPHURNET's liability for the warranties in this Section 6(b) shall be limited to SULPHURNET's repair or replacement (at SULPHURNET's option) of the defective portion of the Equipment, provided, however, that any such defect shall manifest itself during the Equipment Warranty Period and provided that Buyer shall have furnished written notice to SULPHURNET within thirty (30) days of its discovery of any such defect within the Equipment Warranty Period. If replacement Equipment is furnished by SULPHURNET, Buyer shall be responsible for removal of existing Equipment and installation of such replacement Equipment. If SULPHURNET makes repairs, Buyer shall provide removal and re-installation as necessary to allow SULPHURNET access to make repairs. THE EXPRESS WARRANTIES IN THIS SECTION 6 SHALL BE VOID IF (i) the Equipment has been subject to neglect, accident, or incorrect or improper installation, use, maintenance, repair or storage; (ii) the Equipment has been altered without SULPHURNET's prior written consent; (iii) spare or replacement parts have been used in or on the Equipment that were not furnished or approved in writing by SULPHURNET; or (iv) additional attachments or equipment furnished by someone other than SULPHURNET have caused or materially contributed to the defect.

(c) **THE OBLIGATIONS AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 ARE SULPHURNET'S SOLE WARRANTY OBLIGATIONS AND BUYER'S EXCLUSIVE REMEDIES HEREUNDER. SULPHURNET MAKES NO OTHER WARRANTIES OR GUARANTEEES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND/OR EQUIPMENT, AND SULPHURNET HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The parties acknowledge and agree that: (i) SULPHURNET has no knowledge concerning conditions nor laws, regulations and other codes at Buyer's facility (other than as expressly incorporated into the Specifications) and shall not be responsible for acquiring any such knowledge, and Buyer shall be solely responsible for ensuring that the Services and Equipment conform to all applicable laws and regulations at Buyer's facility; (ii) any comments that SULPHURNET makes to Buyer or any of Buyer's representatives shall be merely advisory and non-binding in nature and shall be based entirely upon SULPHURNET's experience; and (iii) SULPHURNET shall not be responsible for any work performed by Buyer or any of its representatives, contractors or vendors.

(e) If the Services include future project estimations, SULPHURNET's opinion of probable costs and project schedules will be made on the basis of its professional experience only, since SULPHURNET has no control over the labor, materials, or equipment furnished by others, or over the resources provided by others to meet future project schedules. Therefore, SULPHURNET does not guarantee that proposals, bids or actual project costs will not vary from its opinions of costs or that actual schedules will not vary from projected schedules.

7. CONFIDENTIALITY. Buyer shall not, directly or indirectly: (i) disclose to any third party any confidential information, data, documents or drawings provided by or on behalf of SULPHURNET or its affiliates to Buyer in connection with this Purchase Order ("**SULPHURNET Information**"), without the prior written permission of SULPHURNET; (ii) copy, imitate, replicate or reverse engineer SULPHURNET Information or Equipment; or (iii) use SULPHURNET Information other than as strictly necessary for the installation, operation and maintenance of the Equipment, and not for any other purpose, duplication, expansion, plant or facility. In the event of any conflict, discrepancy, irreconcilable conflict or inconsistency between the foregoing and the obligations of confidentiality in any existing confidentiality agreement in effect between or applicable to the parties, the obligations imposing the greater duty on Buyer shall apply.

8. LIMITATIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PURCHASE ORDER OR APPLICABLE LAW TO THE CONTRARY, IN NO EVENT WILL SULPHURNET'S TOTAL MAXIMUM AGGREGATE LIABILITY TO BUYER FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE COMPENSATION RECEIVED BY SULPHURNET FOR THE SERVICES AND EQUIPMENT. EXCEPT WITH RESPECT TO ANY BREACH UNDER SECTION 7, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER.

9. FORCE MAJEURE. SULPHURNET shall not be liable or responsible to Buyer for any failure or delay in performance or delivery, in whole or in part, directly or indirectly, due to events of force majeure, including, but not limited to, acts of God or of the public enemy; acts of Buyer not within its rights under this Purchase Order; fire; flood; storm or any other unusually severe weather conditions; explosion; earthquake; riots; wars; hostilities; terrorist or civil commotion or disorder; accidents; epidemics or pandemics (whether or not foreseeable); strikes or other labor disputes; interruption of supply; shortages of or inability to obtain fuel, power, raw materials, freight or transportation services; any change in law or regulation; any decision by any judicial or arbitral tribunal or any other acts of any government agency or persons purporting to act with governmental authority; or any other cause beyond the reasonable control of SULPHURNET or which SULPHURNET is not able to overcome by the use of reasonable measures or which SULPHURNET is able to overcome only at substantial expense. Buyer agrees to reimburse SULPHURNET for any and all storage costs or other additional expenses incurred by SULPHURNET resulting from Buyer's delays or postponements for any reason, including an event of force majeure.

10. INTELLECTUAL PROPERTY.

(a) Nothing in this Purchase Order shall be deemed to constitute or result in an assignment, license or grant to Buyer of any intellectual property owned by, licensed to or used by SULPHURNET. All intellectual property rights in the Services and Equipment shall belong exclusively to SULPHURNET.

(b) In the event that a unaffiliated third party institutes litigation against Buyer asserting a claim that the Services and/or Equipment infringes upon such third party's EU or U.S. patent rights in existence on the date of this Purchase Order ("**Claim**"), SULPHURNET shall assume the defense of such Claim, and SULPHURNET shall be responsible for and shall indemnify and hold Buyer harmless from and against any loss, liability or damage sustained by Buyer that arises out of either a final determination of any such Claim by a court of competent jurisdiction (after exhaustion of all rights of appeal) or a final and binding settlement of any such Claim. SULPHURNET's obligations under this Section are strictly conditional upon all of the following: (i) Buyer shall give SULPHURNET immediate written notice of any Claim and Buyer shall cooperate fully with SULPHURNET in preparing for and making a defense against such Claim; (ii) Buyer shall permit SULPHURNET to control and Buyer shall not settle, adjust or compromise any aspects of any litigation so as to impose any obligations on SULPHURNET for indemnification or otherwise; and (iii) if SULPHURNET believes that modifications can be made in the Services and/or Equipment to be non-infringing, SULPHURNET may, at its expense, make such modifications, so long as such modifications do not materially adversely affect the operation of the plant in which the Equipment is installed.

(c) The remedies set forth in Section 10(b) are Buyer's sole and exclusive remedies with respect to any and all intellectual property warranties and/or infringement claims relating to the Services and Equipment. SULPHURNET shall have no obligations under this Section 10 with respect to (i) any Equipment manufactured to any specifications furnished by Buyer or that is modified without SULPHURNET's written consent, or (ii) any claims that use of the Equipment in combination with a process or with other equipment, infringes the intellectual property rights of a third party, if such process or other equipment was not supplied by SULPHURNET.

11. GOVERNING LAW; ARBITRATION. This Purchase Order and all transactions contemplated hereby shall be governed by and construed in accordance with the laws of the the Netherlands, without regard to the conflicts-of-law principles of any jurisdiction. Any and all disputes arising out of or relating to this Purchase Order shall be finally and exclusively resolved by binding confidential arbitration administered by the International Chamber of Commerce pursuant to its then-current applicable rules. The seat of the arbitration shall be Utrecht, The Netherlands. The arbitration shall be conducted by three arbitrators. Each party shall appoint one arbitrator, and the two party-appointed arbitrators shall appoint the third arbitrator, who shall act as the chairman of the arbitral tribunal. Each arbitrator shall be fluent in English and shall have no personal or business interest in or previous connection to the Parties or the matters in dispute. The arbitration proceedings and all documents submitted to the arbitrators shall be in English. The arbitrators shall base their decisions, orders and awards only upon the evidence presented to them, the terms of this Purchase Order and the governing law specified this Section. The arbitrators shall not act as mediators or compromisers. Any defense based upon sovereign immunity or act of state is hereby waived. The final arbitral award shall be final and conclusive upon the parties, each of whom waives all rights of appeal or challenge to the maximum extent permitted by applicable law. To the extent rights of appeal or challenge may not be waived, each party shall exercise any such rights in the seat of the arbitration prior to exercising them in any other jurisdiction, and failure to do so is a material breach of this Purchase Order. Judgment on the final arbitral award may be entered and enforced in any court of competent jurisdiction.

12. TERM; TERMINATION. The term of this Purchase Order shall commence on the Effective Date and shall continue for a period of one (1) year ("**Term**"). Either party may terminate this Purchase Order in the event the other party materially breaches its obligations and fails to cure same within thirty (30) days after receipt of written notice. Buyer shall not be entitled to terminate the Purchase Order for any other reasons, including for anticipatory breach. Nothing herein shall be construed or operated as a waiver of the right of the non-breaching party to be compensated in accordance with the terms of this Purchase Order. Termination of this Purchase Order shall be without prejudice to all the accrued rights and liabilities of the parties under this Purchase Order as of the date of such termination. Upon termination by Buyer for any reason whatsoever (other than SULPHURNET's material breach of this Purchase Order), Buyer agrees to reimburse SULPHURNET for all costs and expenses already incurred or committed to by SULPHURNET in connection with the Services and/or Equipment, plus reasonable amounts for overhead and profit, and SULPHURNET shall retain all rights and ownership to such Services, Equipment, materials and work in progress. The terms and conditions of Sections 2, 6(c)-(e), 7, 8, 10, 11 and 13 shall survive the completion, termination or expiration of this Purchase Order and continue in full force and effect.

13. EXPORT CONTROLS. The export of certain equipment and technologies are subject to U.S. export control laws and regulations. Buyer shall not release, transfer, resell, export, or re-export the Services and/or Equipment to any third-party country or individual without SULPHURNET's prior written permission.

14. MISCELLANEOUS. A party's waiver of any breach or failure to enforce any provision of this Purchase Order shall not affect, limit, or waive either party's right to thereafter enforce the provisions of this Purchase Order. The invalidity or unenforceability of any provision of this Purchase Order shall not affect the validity or enforceability of any other provision which shall remain in full force and effect. Any provision found to be invalid or unenforceable shall be modified only to the extent necessary to permit it to be valid and enforceable to the maximum extent permitted by applicable law. Each party is acting as an independent contractor and shall not be deemed to be an agent, partner or legal representative of the other party. Neither party may assign its rights or delegate its performance under this Purchase Order without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void; provided, however, that SULPHURNET shall be entitled to assign any or all of its rights and delegate any or all of its obligations hereunder to any corporation, partnership or other entity that is at least 50% owned by SULPHURNET or that acquired 50% or more of SULPHURNET's stock or assets. In addition to monetary damages and all other rights and remedies that SULPHURNET may have with respect to a breach hereof, SULPHURNET shall be entitled to the granting of an immediate restraining order and/or preliminary injunction (without posting of any bond) enjoining any such breach or reasonably anticipated breach of Section 7 hereof. This Purchase Order constitutes the full understanding of the parties with respect to the Services and Equipment and supersedes all prior oral or written representations, proposals or agreements relating thereto (subject to the last sentence of Section 7). If any attachments to this Purchase Order conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall take precedence and control, unless otherwise mutually agreed in writing between the parties. The headings and titles used in these Standard Terms and Conditions are to facilitate reference only and do not form a part of this Purchase Order and shall not in any way affect the interpretation hereof.