

This is schedule 14 referred to in the foregoing Stockist Agreement between Proven Energy Limited and

Schedule 14

Standard Export Conditions for the Sale of Wind Turbine Products

All orders for Wind Turbine Products (hereinafter referred to as "the Goods") which have been accepted by Proven Energy Ltd (hereinafter referred to as "Proven") shall be deemed to represent a contract for sale arising between Proven and the Buyer and shall be governed by the following terms and conditions. The placement of an order by the Buyer and its acceptance by Proven shall be deemed to be an acceptance by both parties of these conditions of sale. No other terms and conditions except those implied by law shall be of any effect unless the same are expressly agreed in writing both by Proven and the Buyer.

1. Prices and Payment

a) Prices for wind turbine products are as stated in the Proven Wind Energy Price lists, which may be amended from time to time. The prices applying to any order will be as stated in the Proven Wind Energy Products price list currently in force on the date the order is accepted. These prices are the net price of the Goods and exclude packing, delivery charges, VAT (if applicable), local taxes, customs charges and import duties. Quotations covering the additional cost of delivery, erection, installation and test of wind turbines will be provided on request.

VAT may be zero rated for export to EU countries if Buyer produces valid EU VAT number.

b) Orders for wind turbine products will only be accepted in writing and after receipt of an advance payment equal to 25% of the total value of the Goods covered by the order. This deposit is considered to be non-refundable, and any requests for refund will be granted solely at Proven's discretion.

The balance of payment shall be paid to Proven's Bank prior to release of the Goods to the international freight carriers.

c) Orders for Buyers having no approved account facility will only be despatched after receipt of payment in full.

d) Subject to clause 1 (e), and for Buyers with approved account facilities with Proven,

invoices are due for payment net 30 days after the date of despatch from Proven's premises. Payment shall be made in UK pounds Sterling, unless the quotation is in a different currency, whereby payment shall be made in the currency of the quotation. e) All accounts shall become due immediately upon the commencement of any act or proceeding in which the Buyer's insolvency is involved.

f) Payments must be made in UK pounds Sterling, subject to clause 1 (e) above, to Proven's Bank. Bank account details and swift code for bank transfers available on request. The buyer must pay **all** bank transfer charges. Credit card payments are welcomed but shall incur an extra charge of 2% on the total price of the Goods.

g) Proven shall be entitled to charge interest at Bank of England base rate plus 3% on overdue balances and withhold delivery of any other goods ordered by the Buyer until the Buyer has paid all overdue balances plus interest.

h) If the Buyer commits any breach of the terms of any contract with Proven, Proven has the right to terminate without notice all agreements, orders or obligations of any kind and the Buyer shall be liable for any expense incurred to Proven as a result of a breach.

2. Delivery

If so instructed by the Buyer, Proven shall arrange for standard export packing and shipping by air freight or sea freight.

a) Door – to – Door shipping shall consist of preparation of export documentation, packing, delivery of consignment to UK sea port or air port, UK customs clearance, shipping to destination air or sea port and onward delivery to Buyer's nominated delivery address. It shall not include payment of destination country customs charges, local duties or taxes (if applicable) or import duties or taxes (if applicable), which shall be the responsibility of the Buyer.

b) Door – to – Port shipping shall consist of preparation of export documentation, packing, delivery of consignment to UK sea port or air port, UK customs clearance, shipping to destination air or sea port. It shall not include payment of delivery from destination country air or sea port to customers nominated delivery address, destination country customs charges, local duties or taxes (if applicable) or import duties or taxes (if applicable) which shall be the responsibility of the Buyer.

c) Insurance to the value of the Goods plus packaging will normally be included in the delivery charge unless specifically requested otherwise.

d) Proven will use its best endeavours to comply with estimated despatch or delivery dates given, but in any event these dates shall not be the essence of the contract. Proven shall not be liable for delays or omissions in delivery by international freight carriers or other third parties. Proven shall not be liable for damage caused by rough or bad handling or storage during international transit.

e) If, owing to non-availability of the Goods or for any reason, Proven becomes unable to supply the Goods ordered, then Proven shall be at liberty by giving notice in writing to determine the contract or part thereof without incurring liability to the Buyer except that of returning any advance payment made by the Buyer to Proven in respect of that part of the contract which has been determined.