



**TERMS AND CONDITIONS
FOR THE ELECTRONIC PURCHASE OF GOODS
FROM ARCHESOL**

1. CONTRACT OF SALE

1.1 By completing and submitting an electronic purchase order form (the "Purchase Order, or Order") as provided through this website, the person or company submitting the Order (the "Buyer") is hereby making an offer to purchase goods/products as catalogued in this website (the "Products"), from APPLIED ARCHETYPE SOLUTIONS LLC / DBA ARCHESOL (the "Seller"), and Buyer hereby accepts these Terms and Conditions of Sale (the "Terms and Conditions") which are incorporated into the Purchase Order.

1.2 Subject to the Terms and Conditions stated herein, the Seller agrees to sell to the Buyer, and Buyer agrees to purchase from Seller, the Products described in the Purchase Order. No Order is binding upon Seller unless accepted by Seller, in its sole discretion. Seller reserves the right, at its sole discretion, to refuse any Order. Confirmation of acceptance and/or rejection and/or clarification of any Order shall be made in writing by Seller to the Buyer. All Orders are subject to acceptance of payment by Seller.

1.3 Any other terms proposed by the Buyer which add to, vary from or conflict with these Terms and Conditions herein are hereby objected to and/or rejected by Seller and shall not be binding, unless otherwise explicitly accepted by Seller in writing.

1.4 Upon the Seller's receipt of the completed Purchase Order Form as submitted by the Buyer through the Seller's website, the Seller shall forthwith send a confirmation email to the Buyer to acknowledge receipt of the Order and state either of the following:

a) Confirmation of acceptance by Seller of the Order which includes the confirmation of Products to be purchased, the particulars of Delivery and Payment and other terms, and the Purchase Price; or,

b) Requirement for further clarifications as may be related to any particular terms proposed by the Buyer pursuant to Condition 1.3 above, and forthwith the Seller and Buyer shall endeavor to reach a mutual agreement of such terms; or,

c) Rejection of the Order by Seller, in which case, Seller will initiate a refund to the Buyer's credit card. The Buyer shall receive the credit within the number of days depending on the card issuer's policies.

In any case the Purchase Order shall become final and binding on the Parties only upon confirmed acceptance by the Seller.

1.5 These Terms and Conditions, the Purchase Order together with any amendments thereto as duly confirmed accepted by the Seller in writing, shall constitute as the complete and exclusive binding contract ("Contract") between the Buyer and Seller. The Contract may not be modified except by written mutual confirmation by the Parties and accepted by the Seller at his sole discretion. No prior representations, inducements, promises or agreements between the Parties, whether oral or written, which are not embodied herein and/or have not been confirmed in writing by the Seller, shall be of any force or effect and any said prior representations, inducements, promises or agreements are hereby revoked or superseded. In the event of a conflict between any of these Terms and Conditions, and the Purchase Order together with any final terms incorporated thereto, the latter shall prevail.

2. CHANGE ORDER/CANCELLATION

2.1 Buyer may not change or cancel any accepted Order without Seller's consent. The Buyer may request for a Change Order by providing a written notice to the Seller, within 48 hrs of Purchase Order acceptance by the Seller, to vary the Products detailed in the Purchase Order and any alteration to the quantity, or delivery location, or delivery method, or delivery date. Any price adjustment arising because of such changes shall be agreed between the Parties and subject to acceptance by the Seller as evidenced in writing. All Orders for custom-made Products are final and shall not be modified by the Buyer.

2.2 All requests for change or cancellations of Purchase Orders shall be submitted in writing by Buyers to changeorder@archesol.com. If Buyer cancels a Purchase Order which has been accepted by Seller, Buyer shall be accountable to pay Seller for all incurred costs including overhead and profit. Requests for Purchase Order cancellation of custom-made designed Products shall not be accepted by Seller and Buyer shall therefore be subject to pay the full value of such custom-made Products. All costs and charges arising out of cancellation of Orders shall be invoiced by Seller to the Buyer and shall be deemed immediately due and payable. Seller may deduct or offset such cancellation costs and charges from any amounts remaining and recoverable by the Buyer on account of the cancellation of Order.

3. WARRANTY ON PRODUCT

3.1 The Seller does not directly provide warranty on any Products which are not manufactured by Seller, but it does pass on to Buyer any available manufacturer's warranty for the Products. The Seller warrants and represents to the Buyer, through the available manufacturer's warranty, that the Products shall:

3.1.1 conform in all respects with the specifications outlined online;

3.1.2 conform in all respects with the regulations, certifications or by-laws in force

3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such Products are ordinarily used and for any purpose made known to the Seller by the Buyer.

3.2 Disclaimer on Warranty

3.2.1 Except as provided in 3.1 above, any Products provided by Seller are "AS-IS", and except as may be provided in an express warranty by Seller through passing on of the manufacturer's warranty, neither Seller, its affiliates, subsidiaries, make any warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purposes. Seller and its affiliates, subsidiaries expressly disclaim all warranties not stated in an express written warranty provided to Buyer, if any.

3.2.2 Seller shall not be responsible for any costs associated with any Buyer warranty remedies, including without limitation labor charges for removal or reinstallation of defective parts, for charges for transportation, handling and shipping. Seller shall have no liability for parts or service required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation of the Products.

3.2.3 Buyer acknowledges that any technical advice furnished by Seller with respect to the design, location use or other aspect of the Products is given without charge and Seller assumes no obligation or liability to Buyer for the advice given or results obtained, and all such advice is given by Seller and accepted by Buyer at Buyer's risk. Buyer is responsible for obtaining any and all permits and licenses necessary in connection with the installation and/or use of any Products.

3.2.4 If Buyer is not the ultimate end user or owner of the Products in the Order, Seller does not accept and will not be held liable for any flow down requirements from the ultimate user or owner or any higher tier contractor unless specifically agreed to in writing.

4. PRICE & PAYMENT

4.1 The Prices shall remain fixed for the duration of the Contract. No price adjustment shall be considered for any reason whatsoever, unless it is



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Website: www.archesol.com

confirmed in writing by the Seller before the acceptance of the Purchase Order by the Seller.

4.2 Unless expressly agreed otherwise between the Parties and confirmed by Seller in writing, the Seller's published prices are exclusive of all freight and insurance costs, VAT and any other applicable federal, state, or local sales, use, excise or other taxes, fees, customs or duties or levies, which shall be on Buyer's account.

4.3 In the event that VAT applies on any supply made under the Contract, the Seller will be entitled to charge an amount equal to the VAT chargeable, in addition to the prices, amounts, fees, charges or other amounts which are expressed in the Contract.

4.4 Where any supplies made under this Contract are subject to VAT, the Seller shall issue a valid Tax Invoice to the Buyer, within the period prescribed by the prevailing VAT law. For the purpose of this clause, a Tax Invoice shall be an invoice document or similar, produced as evidence of a supply, which meets the prescribed requirements under the prevailing VAT laws.

4.5 The Buyer undertakes to fully pay the value of the Purchase Order either by a credit card or wire transfer. The Buyer shall indicate the preferred choice of method of payment on the Purchase Order Form to be submitted by the Buyer through the Seller's website, which shall be subject to the following terms:

a) If Payment via Credit / Debit Card

The Buyer shall make the full payment of the Purchase Order via Credit / Debit Card through the Seller's website, which is facilitated through a third-party Payment Card Industry (PCI) compliant payment card service provider / payment gateway;

b) If Payment via Wire Transfer

The Buyer shall make the full payment of the Purchase Order via Wire Transfer to the Seller's bank account, detailed as follows:

Account Name:
APPLIED ARCHETYPE SOLUTIONS LLC
Address: 7 High Street, Suite 301, Huntington,
New York 11743, United States
Telephone: 001-631-385-3496
Bank Name: JPMorgan Chase Bank, N.A.
Account Number: 263133313
Bank Address: 295 New York Avenue, Huntington,
NY 11743, United States
Bank Telephone: 001-631-271-0944
ABA/Routing#: 021000021
Swift Code: CHASUS33

In either case, the currency of payment shall be in US Dollars, and in no event shall Seller transact on behalf of the Buyer unless and until full payment of

the Purchase Price has been confirmed and accepted by the Seller.

4.6 In the event the Parties agree to include the cost of freight in the Purchase Price, the Seller shall include such cost in the Invoice and the Buyer hereto agree to utilize the freight forwarding services as specifically mentioned in our Purchase Order.

5. DELIVERY, LATE DELIVERY AND PAYMENT OF IMPORTATION FEES

5.1 The Products shall be delivered to the port named on, and in accordance with, the Purchase Order. The risk on delivery of the Products shall pass on to the freight forwarder pursuant to Condition 6.1.

5.2 The Seller shall notify the Buyer in writing if the Seller anticipates that delivery will be delayed and the date of delivery shall be adjusted accordingly without any liability to the Seller.

5.3 The Buyer is the importer of record and must comply with all laws and regulations of the destination country. Orders shipped outside of the United States may be subject to VAT, import taxes, custom duties and fees levied by government authorities of the destination country. For Buyer's convenience, Archesol has engaged the services of UPS Freight Forwarder, and Buyer herewith agrees to such engagement, and further agrees that UPS shall facilitate the international shipment of goods to be delivered directly to the Buyer's designated place of delivery, and Buyer further consents and agrees that UPS shall facilitate the payment of VAT, import taxes, custom duties and fees, on behalf of the Buyer, which are levied once the shipment reaches the Buyer's country of destination/ importation, and the Buyer hereby agrees to reimburse UPS of such taxes, VAT, charges and fees upon delivery of Products to the Buyer.

In the event the Buyer fails or refuses to reimburse UPS of such taxes, VAT, charges and fees, the Buyer must execute and sign a Return to Sender (RTS) form (such form will be made available by UPS upon Buyer request) and by signing such RTS form, the Buyer forthwith forfeits ownership and rights to the Products, and the Products will be shipped back by UPS to Archesol. Upon Archesol's receipt of the returned Products, Archesol shall endeavor to obtain back credit from the US supplier/manufacturer of the Products and thereafter, Buyer may be entitled to a refund, less the aggregate total of all applicable delivery and return shipping costs, VAT, taxes, charges and fees, and warehousing/stocking fees. No refunds shall be processed without the Buyer having properly executed and signed the RTS.

6. OWNERSHIP AND RISK

6.1 Risk in the Products shall pass to the Freight Forwarders on and during the delivery.

6.2 Ownership of the Products shall pass to the Buyer upon confirmed payment made to the Seller.

7. DAMAGE IN TRANSIT

7.1 On despatch of the Products, the Seller shall send to the Buyer, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume. Shipping dates quoted by Seller are approximate. Seller does not guarantee a particular date for shipment or delivery. Seller reserves the right to make partial shipments. Any claims for shortages or damages suffered in transit are the responsibility of the freight / carrier and Buyer shall be submitted by Buyer directly to the freight / carrier. Shortages and/or damages must be acknowledged and signed for at the time of delivery.

8. PRODUCT INSPECTION, REJECTION, WARRANTY AND RETURN POLICY

8.1 INSPECTION. In the event the Buyer wishes to conduct inspection of the Products prior to delivery, the Seller shall assist in arranging the conduct of inspection with the Product suppliers at the supplier's factory or premises. Any inspections or tests which the Buyer may reasonably require in relation to the Products shall be on the Buyer's account.

8.2 REJECTION. The Buyer may, by written notice to the Seller, reject any of the Products which fails to meet the requirements in the Contract. Such notice shall be given within ten days (10) of the Buyer having received the Products at the country's port of entry specified in the Purchase Order. If the Buyer rejects any of the Products, the Seller shall, at the Seller's sole option (and without prejudice to its other rights and remedies) depending on the Warranty Policy of the Product supplier either:

8.2.1 arrange with the supplier for the repair the defective Products within reasonable time or (as the Seller and the Supplier shall elect in their sole discretion) replace the defective Products with Products which comply in all respects with the requirements under the Contract; or

8.2.2 refund to the Buyer the Price in respect of the defective Products, subject to the Buyer returning the defective Product to the Seller. Upon Seller's receipt of the returned Product, Seller will initiate a refund or per original method of payment.

8.3 WARRANTY. The Seller shall pass on to the Buyer the supplier's warranty of the Products.

8.4 RETURN POLICY. Any Product rejected by Buyer and/or subject for refund as described above, shall be returned by the Buyer to the Product supplier, properly re-packaged, addressed and marked as



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per Seller's instructions which shall be in compliance with USA applicable laws for re-importing of Products, and shipped to the Seller's provided ship to address. The Buyer shall be responsible for payment of all shipping costs including all taxes and fees at the country's port of exit, and such costs shall be non-refundable.

9. LABELLING AND PACKAGING

9.1 The Products shall be packed and marked in a proper manner and in accordance with the Buyer's instructions and any statutory requirements and any requirements of the freight carriers. The Products shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings.

9.2 The Seller represents and warrants that all Products shall be prepared and packed as per best commercial practice for export shipment in a manner to comply with any statutory requirements and carrier regulations.

10. INTELLECTUAL PROPERTY

10.1 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("**Intellectual Property**"):

10.1.1 furnished to or made available to the Buyer by the Seller pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Buyer; and

10.1.2 the Buyer shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Seller, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Buyer may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Buyer shall not refer to the Contract in any advertisement without the Seller's prior written agreement.

11. MUTUAL INDEMNIFICATIONS

11.1 Each Party shall indemnify and keep indemnified the other Party against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including reasonable legal expenses and disbursements) which the non-defaulting Party may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any negligence, acts or omissions of the defaulting Party, or any of its employees, agents or sub-contractors.

11.2 Neither Party shall be held liable for any incidental, punitive, special or consequential damages, including without limitation loss of revenue or profit, loss of use of equipment or facilities, cost of substitutes for products, loss of opportunity, downtime costs, or economic damages, whether based on strict liability or otherwise, or claims of customers or third parties resulting from whatever reasons, including illegal actions, negligence or otherwise arising from or about purchasing Products, whether any claim is based upon theories of infringement, warranty, contract, negligence, strict liability, tort or otherwise, even if Seller has been apprised of the possibility of such damages.

12. CONFIDENTIALITY

12.1 The Buyer shall ensure, that Buyer and its staff shall keep secret and do not disclose any information of a confidential nature obtained because of the Contract, except information which were already in the public domain for reasons not due to the Buyer's default, or disclosed by law.

12.2 The Buyer will not use, authorize or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, note paper, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor;

12.3 The Buyer will use its reasonable endeavours to ensure compliance with this Condition 12 by its employees and agents.

12.4 The provisions of this Condition 12 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

13. TERMINATION

13.1 Termination for Convenience

Seller reserves the right to terminate the Contract in its entirety, or any part thereof, for its sole convenience. If Seller determines that a termination is in its best interest, Seller shall deliver a written notice of termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, Buyer shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

a) Place no further orders/contracts for Products except as necessary to complete the portion of the Order to date of termination notice. Except as expressly set forth in the Purchase Order, in the event of termination of the Contract under Condition 13.1, the Buyer shall not be

entitled to claim compensation or damages of any kind.

In the event of Products that have been paid for by the Buyer but not yet delivered by the Seller, the Buyer may elect to either:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and refund the Buyer the amount associated with undelivered Products.

13.2 Termination for Default

Seller may terminate the Contract in whole or in part, by written notice of default to Buyer if Buyer:

(i) Fails to disclose accurate or complete information needed by the Seller to enable the Seller to fully comply with US Export Restrictions and Regulations.

(ii) fails to pay any amount when due under the Contract;

(iii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or

(iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Should the Order be terminated for any just cause, the Buyer shall pay Seller for all costs and expenses incurred and commitments made in connection with the performance of the Order, plus a reasonable profit thereon.

If Seller terminates this Order in whole or in part under Condition 13.2, Seller shall not be liable for Buyer's decision to acquire Products from others, which are the same, or similar, to those terminated.

13.3 Nothing in this Condition 13 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for non-performance or late performance of any obligation under the Contract (except for Payments due under the Contract) to the extent that the relevant Party's performance of such obligation is prevented by an event of Force Majeure.

14.2 For the purpose hereof "Force Majeure" shall mean an event or circumstance which is beyond the reasonable control of the affected Party, acting prudently and reasonably, and without the fault or negligence of the affected Party, that directly prevents or delays the performance of such Party's



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obligations under the Contract. The events of Force Majeure are:

(a) flood, fire, storm, lightning, tsunami, cyclone, hurricane, typhoon, tornado, earthquake, epidemic or other natural disasters or acts of God;

(b) acts of war or insurrection, such as declared or undeclared war, invasion, acts of foreign enemies, civil war, uprising, guerrilla activity, riot, acts of terrorism, or any other hostilities; and

(c) strikes or lockouts of widespread application and which are not localized to the Seller and/or its Personnel;

and, for the avoidance of doubt, shall include:

(i) any event to the extent that the event is caused or contributed to by an inadvertent omission of the Party relying on it or persons for whom that Party is responsible for; or

(ii) government action, including the coming into effect, amendment of or enforcement of any laws, rules, regulations, directives or orders promulgated by any governmental authority or body having, or claiming to have, jurisdiction over the Parties or the operations hereunder after the Effective Date as well as government inaction, such as failure or delay in granting export licenses or other government permits or authorizations required to perform the activities contemplated hereby.

15. ASSIGNMENT

15.1 Neither of the Parties shall assign or transfer its rights, interests, benefit or liabilities under the Contract without the prior written consent of the other Party.

16. COMPLIANCE WITH ANTI-CORRUPTION REGULATIONS

16.1 Seller is committed to compliance with the applicable laws of the United States as well as the Laws of other countries that are, or may be, of potential relevance, including all applicable laws in countries of active distribution of the Products, relating to bribery, money laundering and/or corrupt payments, such as the Foreign Corrupt Practices Act, 15 U.S.C. SSSS78dd-1 et. seq., and the UK Bribery Act of 2010 (all such Laws being collectively referred to herein as the Anti-Corruption Laws). Accordingly, Seller hereto hereby represents, warrants and covenants that Seller hereby undertakes that itself, its directors, officers and employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected its services and that it has taken reasonable measures to prevent third parties, subject to its control or determining influence, from doing so.

17. CONDITIONAL-FREE SHIPPING

All Products purchased directly via Seller's eProcurement system shall be sea-shipped, free of charge, as exclusively determined by Seller, from US product sources to Buyer's designated port of entry within GCC countries. Seller-paid shipping expenses cover US-based consolidation, documentation, certificate of origin, packing list and forwarding fees. Free shipping eligibility is subject to:

1. Minimum individual purchase order value of 100,000.00 USD; and
2. Consolidated shipment of all items included in One Purchase Order from One Manufacturer from One Location; and
3. Limited to One (1) 40-foot container per One (1) individual purchase order

Requests for partial shipment of Products qualified for a free-shipment purchase order shall not be entertained. Buyer desiring partial shipment fully agrees to forgo Seller conditionally-free shipping offer. Purchase order values below 100,000.00 USD are subject to shipping cost and shipping fees. Seller accommodates buyer-paid Sea-Freight and Air-Freight shipping requests.

Buyer is solely responsible for compliance with all local import rules and regulations in its country of domicile. Buyer is responsible for all country-specific and port of arrival expenses such as, but not limited to, import certificates, import duties, import fees, value-added tax, registration tax, employment tax, clearance fees, penalties, clearance agent fees, demurrage and transportation. Shipping terms shall be governed by Incoterms 2010 as published by the International Chamber of Commerce.

18. MANAGEMENT OF WARRANTY CLAIMS

Any damage or defect found with Products purchased from Seller and shipped by Seller must be communicated in writing to Buyer within five (5) business days of uncovering such damage or defect, or within Ten (10) business days of port delivery; whichever comes earlier.

Written communications for warranty claims shall be sent to warranty@archesol.com. To commence processing warranty claims, buyers shall provide ALL the following information:

1. Manufacturer part number
2. Manufacturer name
3. Brief description of item
4. Date of purchase
5. Date of receipt
6. Picture of damaged or defective item with clearly displayed item part number
7. Brief description of reason for warranty claim

Within 10 business days from the date of receipt of the warranty claim, that includes all the above required information, Seller shall verify the cause of damage or defect. Seller reserves the right to quickly qualify the warranty claim with the claimant via phone and/ or send its own personnel to carry out local inspections. If Seller determines, at its sole discretion, that the cause of

damage is the exclusive responsibility of Seller and that the warranty claim is in full compliance with Seller's warranty terms and conditions Seller will then sea-ship free of charge, via the most economical method, a replacement product to the original buyer at the local port that Seller has on record in the original purchase order. Buyer shall be informed of this via email. All direct and indirect replacement and labor costs of replacing the defective component shall be responsibility of the Buyer. The Buyer shall be responsible for the payment of fees, taxes, VAT, duties, etc at the country's port of entry as specified in the Purchase Order.

19. LIMITATIONS OF WARRANTY LIABILITY

All Product defects and damages that are not the result of manufacturing quality, sea-freight or air-freight shipping, as solely determined by Archosol, are excluded from warranty coverage. These include:

- a) Tampering, adjustments, alternations, repairs, additions, corrections, modifications, replacements or incorrect utilization or adjustment by the Buyer or third parties
- b) Conditions for use not foreseen by the instructions and warnings present in the instructions booklets supplied with the Product
- c) System defects, installation errors or system non-conformity compared to applicable instructions, utilization outside of the approved field of use, warnings, laws, regulations and technical standards
- d) Inappropriate handling, storage, installation, operation and maintenance
- e) Negligent or malicious behavior, ascribed to a seller, a buyer or another subject that is extraneous to Archosol, during the port clearance, local transport, handling, storage, assembly and installation
- f) Force majeure events or vandalism
- g) Ordinary abrasion, normal wear, tear and operation
- h) Improper or unsuitable use.
- i) Installation or first start-up is carried out incorrectly by the Buyer or third parties
- j) Non-compliance with user manual, unauthorized changes made by the Buyer or third parties
- k) A defect in an element caused by an external source
- l) Incorrect electrical supply or connection
- m) Defects arising from any information, specification or data provided by the buyer
- n) Utilization of a generator as a power source
- o) Local shippers, clearance agents or transporters
- p) Improper installation, assembly, first start-up, use and maintenance must be carried out in accordance with rules of good and professional practice and following the instructions contained in the booklet provided with each component. Products shall not be altered. Products must be utilized in full compliance with relevant regulations by qualified and expert personnel

The Seller's warranty on sold Products is limited to replacement or repair of Products that have been



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recognized exclusively by Seller as defective. Warranty shall not be extended to repairing or replacing other materials or systems or damages that may have a direct or indirect relation to the defective item.

Notwithstanding anything to the contrary, Seller's maximum cumulative liability to Buyers about any accepted sales order shall not exceed 100% of the value of the respective accepted sales Order.

The exclusion or limitation of liabilities set out above shall not apply to the extent that it would be illegal or unlawful under the laws of the State of New York of the United States of America.

20. EXPORT RESPONSIBILITIES

20.1 Seller shall directly or indirectly utilize quality transporters, freight forwarders, shippers and verify conformance to US export regulations.

20.2 Export Regulations

The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, the "Regulated Products") may be subject to U.S. export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal or foreign law, regulation or rule. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', affiliates, employees, officers, directors, members, managers, customers, agents, distributors, resellers or vendors.

For further clarity, the Buyer herewith agrees that:

- a) Products sold by Archesol shall not be resold or used by any entity (person and/ or company and/ or country) that is on the US export restriction list.
- b) Products sold by Archesol can only be used in accordance with U.S. Export Administration Regulations and U.S. Customs. Diversion of any product contrary to U.S. Law is prohibited. Buyer attests and declares that the country of final destination and end use shall be what the Buyer indicated on the purchase order/ transaction.
- c) Buyer of Archesol products certifies that it will not use, transfer, export, re-export, resell or otherwise dispose of any items purchased from Applied Archetype Solutions, LLC (DBA Archesol) to any destination, end-user or for any end-use or application prohibited by the laws of the United States or any other applicable law where such law does not conflict with the laws of the United States; unless such use, transfer, re-export, resale or disposition is specifically authorized by a US

government agency with export authority over the items purchased or ordered from Applied Archetype Solutions, LLC (DBA Archesol).

- d) Buyer confirms that the goods purchased from Applied Archetype Solutions, LLC (DBA Archesol) will not be used in or associated with nuclear, biological or chemical weapons, missiles or equipment capable of delivering these weapons.

21. IMPORT RESPONSIBILITIES

21.1 Unless otherwise stated in the Purchase Order, the Buyer is responsible for obtaining and paying the cost of all import licenses for the Products. The Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Products and any other information required for the Buyer's application for import licenses. The Buyer shall be responsible for the payment of fees, taxes, VAT, duties, at the country's port of entry as specified in the Purchase Order.

21.2 The Buyer is the importer of record and must comply with all laws and regulations of the destination country. Orders shipped outside of the United States may be subject to VAT, import taxes, custom duties and fees levied by the authorities of destination country. For Buyer's convenience, Archesol has engaged UPS and DHL, US in-land transportation, air freight & sea freight services and Buyer herewith agrees to such engagement, and further agrees that UPS and DHL shall facilitate the international shipment of goods to be delivered directly to the Buyer's designated place of delivery, and Buyer further consents and agrees that UPS and DHL shall facilitate the payment of VAT, import taxes, custom duties and fees, on behalf of the Buyer, which are levied once the shipment reaches the Buyer's/recipient's country, and the Buyer hereby agrees to reimburse UPS and DHL of such taxes, charges and fees upon delivery of Products to the Buyer.

21.3 In the event the Buyer fails or refuses to reimburse UPS and DHL of such taxes, charges, VAT and fees, the Buyer must execute and sign a Return to Sender (RTS) form (such form will be made available by UPS and DHL upon Buyer's request) and by signing such RTS form, the Buyer forthwith forfeits ownership and rights to the Products, and the Products will be shipped back to supplier (as advised by Archesol). Upon supplier's receipt of the returned Products, Archesol shall endeavor to obtain back credit from the US supplier of the Products and thereafter, Buyer may be entitled to a refund, less the aggregate total of all applicable delivery and return shipping costs, taxes, VAT, charges and fees, and warehousing/stocking fees. No refund shall be processed without the Buyer having properly executed and signed the RTS.

22. CHANGES TO PRODUCTS, PRICES & TERMS

Seller reserves the right to change Products, specifications, Product prices, warranty as well as purchase terms and conditions without notice.

23. NOTICES

Any notices to be given under the Contract shall be sent by electronic mail to MEA@archesol.com (in the case of the Seller) or to the electronic mail set out in the Purchase Order (in the case of the Buyer). Any such notice shall be deemed to be served upon acknowledgement of receipt of Sent e-mail.

24. THIRD PARTY RIGHTS

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract.

25. SEVERABILITY

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

26. WAIVER

No delay or omission by the Parties in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

27. LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with Laws of the State of New York, USA and the Parties submit to the jurisdiction of the New York courts, without regard to principles of conflict of law, as the same may be from time to time in effect, including without any limitations the Uniform Commercial Code as in effect in the State of New York.

28. ENTIRE AGREEMENT

The Contract is the Parties' final expression of their agreement and is the complete and exclusive statement of all terms and conditions of the agreement. The Contract supersedes and cancels all prior understandings, proposals, communications, whether oral or written, and agreements between the Parties, whether such understandings, proposals, communications and agreements were oral or written, concerning the matters addressed in the Contract. No course of prior dealings between the Parties, and no usage of trade, shall be relevant to supplement or explain any term used in this Contract.