

## Terms and conditions

All terms set forth in this document shall be observed by ALDES North America (hereinafter referred to as "Seller") and anyone purchasing goods from ALDES North America (hereinafter referred to as "Purchaser"). This policy supersedes all previous policy with respect to the subject matter hereof, all such other negotiations, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

**Warranty** — The Seller warrants to the Purchaser that any equipment manufactured by it and bearing its name plate, to be free from defects in material and workmanship, under proper and normal use and service as follows: If, at any time within the warranty of the product (see individual brochures), the Purchaser notifies the Seller that, in his opinion, the equipment is defective, and returns the equipment to the Seller's originating factory prepaid, and the Seller's inspection finds the equipment to be defective in material or workmanship, the Seller will promptly correct it by either, at their option, repairing any defective part or material or replacing it free of charge and return shipped lowest cost transportation prepaid (if Purchaser requests premium transportation, Purchaser will be billed for difference in transportation costs). If inspection by the Seller does not disclose any defect in material or workmanship, the Seller's regular charges will apply. This warranty shall be not be effective where the equipment has (a) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; (b) been reconstructed, repaired, or altered by Persons other than Seller or its authorized Representative; or (c) been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller, or (d) written notice of a defect has not been given to the Seller within the applicable warranty period.

This warranty is exclusive and is in lieu of any other warranties, oral or implied, specifically, without limitation, there is no warranty of merchantability or fitness for any purpose. The liability of the Seller, AND PURCHASER'S SOLE REMEDY FOR SUCH WARRANTY, is limited to the repair or replacement of materials or parts as set forth.

**Limitation of Liability** — The Seller shall not be liable for any claim, or consequential or special loss or damage arising or alleged to have arisen from any delay in delivery or malfunction or failure of the equipment OR FROM THE RELATIONSHIP BETWEEN THE PARTIES. The Seller's liability for any other loss or damage arising out of or connected with the manufacture or use of the equipment sold, including damage due to negligence, OR THE RELATIONSHIP BETWEEN THE PARTIES shall not in any event exceed the price of the equipment supplied by us.

**Quotation** — Any quotations of price or terms shall be for acceptance within 30 days. Unless otherwise indicated, prices are F.O.B. our Plant. Prices do not include sales, use, excise, or other governmental charges upon the production, shipment, or installation of the equipment covered hereby, and where applicable, such taxes or charges, current or future, shall be billed as a separate item and paid by the Purchaser.

**Price warranty** — All prices on residential units and accessories are guaranteed within 90 days of Seller's receipt of the purchase order. Seller reserves the right to revise the purchase order after 90 days to reflect the actual price, at its sole discretion. Purchaser will be notified of the revision by the Seller and must revise the purchase order prior to the order going into production.

**Delivery** — Any indicated delivery date is approximate, and, while the Seller shall use its best effort to make deliveries in accordance therewith, the Seller shall not be liable for any delays in delivery or damages there from. Purchaser only is responsible for conveying proper ship-to information. All charges billed Seller by freight carriers, as a result of an incorrect address furnished by the Purchaser, will be billed to the Purchaser. Unless otherwise specified, method of shipment will be selected by the Seller, at their sole discretion.

**Bill and hold** — Seller reserves the right to invoice the Purchaser in accordance with a Bill and Hold arrangement if the Purchaser fails to take delivery on any scheduled Delivery Date. For each such lot of undelivered Product, Purchaser agrees that: (i) Purchaser has made a fixed commitment to purchase such Product, (ii) risk of loss for such Product passes to the Purchaser, (iii) such Product shall be on a bill and hold basis for legitimate business purposes, (iv) if no delivery date is determined at time of billing Seller shall have the right to ship the Product to the Purchaser within three months after billing, and (v) Purchaser will be responsible for any decrease in market value of such Product that relates to factors and circumstances outside of Seller's control. Purchaser may also be invoiced for reasonable administration and storage costs at the discretion of the Seller.

**Payments and credit** — In the absence of a specific provision to the contrary, terms shall be net and paid in full before shipment is made. Payment terms of net 30 days is subject to our receipt of your purchase order and our determination of credit approval. If partial shipments are made, payments therefore shall be due as above, pro-rate. Seller's prices prevailing at the time of each shipment shall apply. All late invoices shall bear interest at 1.5% per month. Purchaser shall notify Seller in Purchaser of any dispute with any invoice (along with substantiating documentation within 20 days from the date of such invoice. Purchaser will be deemed to have accepted all invoices for which Seller does not receive timely notification of disputes and shall pay all undisputed amounts due under such invoices within the period set forth herein. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Purchaser shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, Purchaser's obligation to pay all due and undisputed invoice amounts.

**Transfer of ownership** — The Seller retains full and complete legal title to, and all legal rights in the ownership of any equipment which is shipped prior to receipt of payment. Transfer of ownership to Purchaser occurs upon receipt in our office of full payment for the equipment, and all related charges incurred in shipping, handling, documentation, service charges or collection fees. Purchaser may not transfer ownership or encumber the subject equipment in any manner prior to full discharge of all debts to the Seller which are directly related to purchase of said equipment. Except as otherwise provided herein, risk of loss passes when delivery occurs.

**Cancellation and returns** — Any order which has been accepted by the Seller may be cancelled only with the consent of the Seller, which shall be given upon Purchaser's agreement to pay the Seller reasonable cancellation charges and expenses incurred by Seller for such cancellation. Seller will not accept return of any merchandise for credit unless its written consent thereto is given in advance.

**General conditions** — Minimum order amount is US\$250.00. Orders for less than US\$250.00, excluding freight or taxes, will be invoiced a "minimum order complement charge of US\$100.00. All orders are subject to acceptance by Seller at its Main Office. No oral or subsequent modification to any of the foregoing general provisions or of any term or condition of any order shall be binding unless agreed to in writing by the Seller and Purchaser. Under no circumstances shall Seller be deemed to have agreed to or accepted the terms stated in any acceptance or purchase order issued by Purchaser that are different or in addition to these terms unless Seller expressly agrees to such terms in writing, regardless of when such acceptance or purchase order is issued. These terms and conditions govern over any other agreement or contract to the contrary between Purchaser and Seller in the event of conflict. Any variations made to the terms and conditions of this Agreement by Purchaser in any purchase order or similar document are void and have no effect.

**Duties & Taxes:** A customs duty is a tariff or tax imposed on goods when transported across international borders. The purpose of Customs Duty is to protect each country's economy, residents, jobs, environment, etc., by controlling the flow of goods, especially restrictive and prohibited goods, into and out of the country. The "Customs Duty Rate" is a percentage. This percentage is determined by the total purchased value of the article(s) paid at a foreign country and not based on factors such as quality, size, or weight.

**Increased Duty Rates:** The United States may impose a much higher than normal duty rate on products from certain countries. Currently, the United States has imposed a 100 percent rate of duty on certain products of Austria, Belgium, Denmark, Finland, France, The Federal Republic of Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden and the Ukraine.

**Choice of Law/ Forum/Disputes.** These terms are governed by, and construed in accordance with, the laws of the State of Florida. As to any litigation between the Purchaser and Seller, each Party irrevocably submits to the exclusive jurisdiction of the courts of Manatee County, Florida. The prevailing party to any litigation Seller is entitled to reasonable attorney's fees and costs. EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION BETWEEN THEM.

**Data Privacy.** The Parties shall comply with all applicable data protection and privacy laws as to all data or sensitive information exchanged among them, and shall adhere to industry-accepted information security practices.

**Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments to the other Party hereunder), when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or other similar disasters or catastrophes, such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party).

**Compliance with Laws.** Purchaser shall at all times comply with all international, federal, state, and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder. Such obligations, include, but are not limited to, compliance with all export control laws and the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78ddd-1, et seq and any similar laws. Without limiting the generality of the foregoing, Purchaser shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement, and shall promptly furnish evidence of the foregoing upon Seller's written request.