**TERMS AND CONDITIONS OF SALE**

**YEA Engineering LLC**

The terms and conditions detailed herein (“Agreement”) apply to your (“Customer”, “Buyer” or “You”) purchase from YEA Engineering LLC (hereinafter – Company) (together referred to as Parties, and solely as Party) of Company hardware (“Hardware”), licenses to use COMPANY software (“Software”), and Non-COMPANY Products (collectively “Product(s)"), as well as COMPANY services and support ("Services"). This Agreement shall be considered as a contract between the Parties and apply unless Customer and COMPANY have entered into a separate signed agreement applicable to the purchase of the Products or Services, as well as to the relations between Parties not regulated by the signed agreements. The terms and conditions herein may NOT be altered, supplemented, or amended by the use of any additional document(s) that purport to be an entire agreement of the Parties. Any attempt to supplement or amend these terms and conditions or to enter an order for Products which is subject to additional or altered terms and conditions shall be null and void. The forgoing constitutes acceptance of this Agreement: 1) placing an order and making payment thereof OR 2) placing an order and accepting Products by not returning in original packaging unopened.

1. **ACCEPTANCE AND CLAIMS**

Buyer must inspect Products or Services promptly upon receipt and within thirty (30) days after receipt notify Company by phone, followed by writing, of any claims for shortages, discrepancies or defects, if any. If Buyer fails to duly notify COMPANY, the Products and Services are conclusively deemed to conform to the Agreement, and the Buyer is deemed irrevocably to have accepted the Products and Services. Upon completion of supply of Software or Services, if Company delivers the Software of Services via Internet or any other electronic means, Parties conclude an acceptance act, and if not concluded or rejected by Customer within thirty (30) days after presenting by COMPANY thereof, it will be deemed to have been mutually concluded.

1. **INTELLECTUAL PROPERTY / SOFTWARE LICENSES**. The Software or components and applications, if any, accompanying the Products are licensed and not sold to Buyer. Upon receipt of full payment thereof, COMPANY grants to Buyer a nonexclusive, personal, nontransferable, limited and royalty-free license to use and execute such Software in object code form only and only in conjunction with the operation of the associated Product, and in the environment, operation system defined by Company and according to all other specification thereof. Buyer shall receive no rights to the Software except as expressly provided herein. No license to use the source code of the Software is provided hereunder unless agreed by Company in writing. When Buyer is the end-user it agrees that it shall not use, distribute, license, sublicense, resell or otherwise transfer all or any part of the Software or supporting documentation other than as expressly permitted hereunder without the prior written consent of COMPANY. When Buyer is not the end-user, its whole function is to act as an intermediary between Company and end-user, and in such case Buyer has the responsibility to transfer all intellectual property licenses specified herein to one end-user only without any other right to distribute, license, sublicense, resell or otherwise transfer all or any part of the Software or supporting documentation to third parties. Buyer agrees that it shall not, nor shall it permit any employee, end-user or agent of Buyer to, adapt, modify, copy, reproduce, reverse engineer, decompile, or disassemble the Software in any way without the prior written consent of Company. Unless otherwise specified by COMPANY, all applicable licenses are granted for the use in the territory of the place of registration of Buyer.
2. **SHIPMENT, TITLE and RISK OF LOSS.** Unless otherwise agreed by Company in writing delivery shall occur, title to the Products (except for title to any Software which shall at all times remain with COMPANY unless specifically waived by COMPANY in writing) shall pass from COMPANY to Customer, and Customer shall assume all risk of loss or damage, upon shipment from Company. Shipping dates are approximate. COMPANY shall not be liable for any claim, loss or damage caused, in whole or in part due to delay.
3. **QUOTES AND PURCHASE ORDERS.** Prices are set forth in the quotation issued to Customer (“Quote”). All prices include only applicable local taxes in the place of registration of COMPANY. All Quotes expire thirty (30) days from date indicated in the Quote, unless otherwise stated in the Quote. All orders are subject to acceptance at the sole discretion of COMPANY. Notwithstanding any order confirmation or other communications sent by COMPANY, your order shall not be deemed accepted by COMPANY until COMPANY ships the Products.
4. **PAYMENT.** Unless otherwise indicated, the purchase price of Products will be billed in full before the Product is shipped. If Customer is approved for full or partial credit, remaining payment shall be due within thirty (30) days from the date of invoice issued after shipment. If COMPANY receives the payment from a third party other than Customer, COMPANY may consider this as a proper payment in case there are adequate identifications to understand that payment is made on behalf of Customer.
5. **CONFIDENTIAL INFORMATION.** Any technical, financial information, design or data provided by COMPANY to You is confidential (“Confidential Information”). You shall maintain such Confidential Information in strict confidence. You shall not disclose any Confidential Information to any person or entity other than Your own employees who are under confidentiality obligations equivalent to those of this Agreement.
6. **LIMITED WARRANTY.** With respect to Company branded Products, Company makes warranties only to the extent stated in the Company limited warranty cards accompanied with the Products, or, in the Quote. For warranted Products COMPANY at its sole discretion may elect to repair or replace Products, and in such case COMPANY may use new or refurbished parts or products. Customer will pay all shipping expenses to send and receive the affected Product to COMPANY. With respect to NON-Company Products, such Products are sold by Company AS IS. However, the third party manufacturer or supplier of these Products may offer its own warranties, and you agree to look solely to such manufacturer or supplier for any warranty related claims. The Limited Warranty does not apply if the defect of the Products resulted from inadequate installation, repair, maintenance or calibration performed by Customer or third party; unauthorized modification; improper environment; accident or a hazard or any force majeure event. Customer is ultimately responsible for verifying the suitability and reliability of the Products or Services with its or other party’s system or application whenever they are incorporated, installed or combined with such systems of applications.
7. **SERVICES.** Services, performed by COMPANY, shall correspond to the agreements on service rendering and technical assignments (statement of work), agreed by Parties in a written form AND to Terms and Conditions of Integration Services.
8. **SPECIAL USE.** The Products are not authorized for use as critical components in life support systems or situations where failure to perform can reasonably be expected to cause significant injury to users or others or cause any significant material damage or loss.
9. **LIMITATION OF LIABILITY.** Both Customer’s and COMPANY’s liability shall be limited to the price paid for the Products and Services. In no event shall either You or COMPANY be liable to the other for any indirect, special, incidental or consequential damages, loss of profit or opportunity resulting from performance or failure to perform under this Agreement or use of any Products or Service sold pursuant hereto, whether due to a breach of this Agreement, breach of warranty, negligence, or otherwise. Either Customer or COMPANY shall NOT have any liability to the other for indirect or punitive damages or for any claim by any third party except as expressly provided herein.
10. **INTELLECTUAL PROPERTY INDEMNITY.** COMPANY shall indemnify and hold harmless Buyer from any damages in any suit or proceeding against Buyer based upon a claim that a Product sold or licensed hereunder infringes any patent or copyright of a third party. COMPANY shall defend, at its expense, any such suit or proceeding provided that: (a) Buyer gives COMPANY prompt notice in writing of any such suit (b) Buyer gives COMPANY all the needed information and authority to enable COMPANY to defend such suit. The foregoing indemnity shall not apply to the extent such alleged or actual infringement arises as a result of (i) the use or inclusion of such Product or Software or in combination with any other products not provided by COMPANY, or (ii) modifications of such Product or Software made by Buyer or any party. COMPANY shall, at its option, either (1) obtain for Buyer a non-exclusive license or any other right to continue using such Product or Software; (2) replace the infringing Product or Software with a non-infringing one; or (3) refund the purchase price to Buyer and remove the Product or Software.
11. **FORCE MAJEURE.** Either Party shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control (force majeure). In such event the delayed Party must promptly provide the other Party with written notice of the Force Majeure, but not later than 10 working days after the occurrence of force majeure. The delayed Party’s time for performance will be excused for the duration of the force majeure, but if it lasts longer than thirty (30) days, the other Party may immediately terminate this Agreement or any pending order by giving written notice to the other Party.
12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the place of registration of COMPANY, without regard to principles and rules of conflicts of laws. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Products will not apply to this Agreement. All disputes arising out of or in connection with the execution, interpretation or implementation of this Agreement, or the breach, termination or invalidity thereof (“Dispute”), shall be referred for final settlement to the ADR Center of ADR Partners LLC for arbitration in accordance with the Mediation and Arbitration Rules of the ADR Center (the “ADR Rules”). The Parties commit and submit themselves to the said ADR Rules. Arbitration shall be carried out by a single arbitrator appointed in accordance with the said Rules. The seat of the arbitration shall be in Yerevan, Armenia. The language of arbitration shall be English. The Award of the arbitration conducted in accordance with the ADR Rules shall be final, binding and enforceable against the Parties and may be entered into any court of competent jurisdiction for enforcement.
13. **UPDATES.** COMPANY reserves the right to update this Agreement at any time. Terms, effective at the moment of the purchase, will be applicable to the specific purchase of Products or Services. Customer shall make sure that each and consecutive purchase will be regulated by the same terms and provisions, effective at the moment of the previous purchase, and Customer bears the risks of consequences of updates of the present Agreement.

1. **NOTICES**. Any notice under this Agreement shall be given to the other Party via registered carrier to the official address and received within 5 working days after the notice has been sent OR via e-mail upon a condition that the receiving Party has acknowledged the receipt by confirming e-mail. The notice is deemed to have been received by the Party if it is received at the place of its registration by an employee or any other authorized person OR in case of e-mail at the e-mails mutually agreed by Parties.