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## General Terms and Conditions (.T&Cs.)

The following are the General Terms & Conditions (.T&Cs.) that dictate the transaction between the Parties to the Invoice located on the reverse of this document. By accepting goods from Arpa USA Incorporated (Arpa USA), Buyer hereby agrees to each and every one of the T&Cs.

### Authority of Arpa USA's Agents.

No agent, employee or representative of Arpa USA has any authority to bind Arpa USA to any representation or warranty concerning the goods or materials comprising the System or Panels (collectively, Goods.), or concerning the services or other Deliverables, including without limitation, the Arpa USA Shop Drawings, sold pursuant to the Invoice. Unless a representation or warranty made by an agent, employee or representative of Arpa USA is specifically included in writing in the Invoice, it is no part of the basis of the sale and shall not be enforceable against Arpa USA. Buyer represents that no representations other than those specifically contained in writing in the Invoice have been made or relied upon.

### Transportation and Claims.

All Goods received by Buyer from Arpa USA shall be deemed to be accepted and received in good and marketable conditions unless Buyer indicates otherwise on the carrier's Bill of Lading upon receipt of product. Risk of damage shall be on the Buyer when Goods are delivered to a common carrier F.O.B. shipping point.

### Title to System and Deliverables.

Title to the Goods remains with Arpa USA until the System Price is paid in full. Title to each Deliverable remains with Arpa USA until such time as the price of such Deliverable is paid in full. Arpa USA reserves a security interest in the Goods until the System Price is paid in full and reserves a security interest in each Deliverable until the price of such Deliverable has been paid in full.

### Time for Bringing Action.

Any legal action brought by Buyer pertaining to the Invoice must be commenced within one (1) year after the cause of action has accrued.

### Delay and Non-Delivery.

This Invoice is subject to and Arpa USA shall not be responsible or liable for delay and/or non-delivery directly or indirectly resulting from and/or contributed to by any foreign or domestic embargoes, seizure, acts of God, insurrections, terrorist acts, war or the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with or rendering more burdensome the production or delivery hereunder, the lack of the usual means of transportation, fires, water damage, floods, explosions, strikes or other accidents, events or contingencies beyond Arpa USA's control, either of the foregoing nature or of any other kind, nature or description.

### Applicable Law & Venue.

The Invoice and the transaction to which it pertains shall be interpreted in accordance with laws of the State of Florida, without regard to the principles and applications of choice of law provisions. In event that any dispute should arise between Arpa USA and Buyer pertaining to the Invoice and the transaction to which it pertains, Buyer agrees and consents to having exclusive jurisdiction over it and the subject matter of the transaction established in the courts of Duval County, State of Florida.

### Limitation of Liability.

ARPA USA SHALL IN NO EVENT HAVE ANY OBLIGATION OR LIABILITY TO BUYER OR ANY OTHER PERSON OR ENTITY (INCLUDING BUYERS CUSTOMERS OR CONTRACTORS) FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS, GOODWILL, OR LOSS OF USE, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF ARPA USA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF) ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF ANY OF ARPA USA'S GOODS OR DELIVERABLES PURSUANT TO THE INVOICE.

### Indemnification.

Buyer agrees to indemnify and hold Arpa USA, its parent and affiliated companies, and their employees, officers, board members, agents, successors and assigns (collectively, Indemnified Parties.) harmless from any and all claims or obligations (including but not limited to any claims for cost, damage, expense or liability of any kind) arising out of or related to acts or omissions in connection with the System and/or the Deliverables done by Buyer and/or anyone claiming by, through or under Buyer, including, but not limited to, any unauthorized representation and/or warranty with regard to the System or the Deliverables.

### Maximum Liability.

ARPA USA'S LIABILITY ARISING OUT OF THE INVOICE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE SYSTEM PURCHASE PRICE. IN NO EVENT WILL ARPA USA BE LIABLE FOR THE COST OF SUBSTITUTE GOODS BY BUYER, BUYERS CONTRACTORS, CUSTOMERS, OR ANY OTHER PERSON OR ENTITY.

### Liability.

In the event that any provision or provisions of the Invoice shall be construed to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not be deemed to affect the remaining provisions thereof, and the Invoice shall be construed and enforced as if such invalid or unenforceable provision or provisions had never been included therein.

### Waiver.

The failure of either party to enforce, at any time or for any period of time, the provisions of the Invoice will not be interpreted to be a waiver of such provisions or of the right of such party to thereafter enforce each and every provision. Commencement of performance and/or delivery under the Invoice will not be considered to be acceptance of the Buyers different terms and conditions, which will be of no further force and effect whatsoever in respect to Buyers purchases under the Invoice.

### Disclaimer of Agency.

The relationship between Arpa USA and Buyer established under the Invoice is that of seller and purchaser. Buyer shall in no way be construed as acting as agent or representative of Arpa USA in any dealings which Buyer may have with any other person, firm or corporation, and Buyer shall have no power to act for or to legally bind Arpa USA in any such transaction or transactions. Buyer agrees that it will not in any way conduct its affairs to conveyor suggest to third parties a status or identify inconsistent therewith.

### Assignment.

Buyer shall not assign this Invoice or any rights hereunder without Arpa USA's prior written consent. Any purported assignment without the prior written consent of Arpa USA shall be void. For purposes of this paragraph, the transfer by Buyer of a controlling stock interest in Buyer without Arpa USA prior written consent shall constitute a prohibited assignment under the Invoice. Arpa USA may assign the Invoice to any person, firm, corporation or other entity without Buyers consent, prior, written or otherwise. Subject to the terms of this paragraph, the terms and conditions of the Invoice shall be binding upon and inure to the benefit of the respective parties hereto, and their successors, representatives and assigns.

### Notice.

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given provided such notice, request, demand or other communication is transmitted to the address (and facsimile number) of recipient last known to sender in by first class U.S. mail, postage prepaid and by facsimile.

### Attorneys Fees.

In the event suit is brought by either party to the Invoice to enforce the terms or to collect money damages for breach thereof, the prevailing party shall be entitled to reasonable attorneys fees, expert or consulting fees, court costs, costs of investigation, and other related expenses incurred in connection with such suit.

### Past Due Sums.

Any sums not paid when due shall bear a late charge percent rate of one and one half (1.5%) per month, annual percentage rate of 18%, until paid provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, Arpa USA shall have the right to withhold further Goods or Deliverables until payment is made, or to terminate the Invoice and receive damages until paid.

### Bankruptcy.

In the event Buyer is adjudicated bankrupt or files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver over a substantial part of Buyers property, Arpa USA shall have the right to terminate the Invoice and collect for all work performed there under.

### Credit Acceptance.

Arpa USA reserves the right to secure full or partial payment in advance if, in Arpa USA's opinion, the financial condition of Buyer does not justify credit extension.