

CONDITIONS OF SALE

All Black Nova Group Companies

[conditions, sales rules, sales agreement]

18 April 2018
Release 1.0

Introduction

Aegean Free Zone, Nilufer Sk 40/15-16, Gaziemir Izmir/TURKEY

In these Conditions of Sale "Black Nova" shall mean Atlas AI Limited and all its group companies, "the Customer" shall mean the purchaser of the goods including all agents, employees, contractors, sub-contractors and other persons acting on its behalf under these Conditions, "the goods" shall mean the goods referred to in the quotation supplied by Black Nova.

1. Scope of Contract

The placing of an order by the Customer entails acceptance by him of the following terms and conditions, and no goods will be supplied by Black Nova, its employees, agents or representatives except in accordance therewith. These conditions shall operate in substitution for the Customer's conditions of purchase (if any) and to the exclusion of all other conditions or stipulations unless the contrary is expressly agreed in writing by Black Nova.

2. Validity and Acceptance

Black Nova reserves the right to amend any accidental errors and/or omissions on quotations at the time of acceptance of order. Quotations by Black Nova do not constitute an offer and Black Nova reserves the right to withdraw or amend the same at any time prior to the issue by Black Nova of any acceptance of order. No binding Contract shall come into effect until the Customer's order has been accepted in writing by Black Nova.

3. Price

Black Nova reserves the right to increase prices to allow for any design or quantity change which may occur before delivery. The prices do not include any export duties or tariffs payable in respect of the goods, nor any costs of insurance relating thereto. Prices are quoted exclusive of VAT except where stated to the contrary.

4. Insurance

Where Black Nova insures the equipment at its discretion or at the Customer's request, charges for such insurance may be made on the invoice. Black Nova liability shall be limited to the amount received by Black Nova under such insurance or the value of the goods whichever is less from which amount deduction may be made by Black Nova in respect of any expenses incurred by Black Nova. Black Nova shall be under no liability to affect any insurance in respect of the goods for any period after the passing of the risk as stated in Clause 17 below, notwithstanding that title remains with Black Nova.

5. Carriage

Carriage is not included in the price, which is quoted ex-works. Carriage to the Customer's premises will, if required by the customer, be arranged by Black Nova and charged as an extra. Any costs of insurance incurred by Black Nova in respect of such carriage shall also be charged as an extra.

6. Destination

Black Nova reserves the right to decline or cancel contracts received directly or indirectly where the ultimate destination of the goods is a country with which it is not lawful from time to time for a Turkish company to trade, or where the law of the destination country prohibits the importation of the goods.

7. Regulations

The Customer in placing an order with Black Nova is deemed to warrant his compliance with every applicable legal or regulatory requirement of any Government or other relevant Authority, and that necessary licenses or permits required in connection with the contract have been lawfully obtained.

8. Consignment

Black Nova may make any extra charge if required to dispatch goods in consignments smaller than quoted for.

9. Illustrations and Brochures

All descriptive literature and illustrations given are intended as a general guide of the goods described and none of these shall form part of the contract nor shall any provision contained therein be deemed to be a representation warranty term or condition of or relating to the contract or constitute a collateral contract. All drawings prepared by Black Nova in connection with the goods, and the copyright in such drawings, shall remain at all times the property of Black Nova.

10. Specifications

Black Nova follows a policy of continual product or component development which may be implemented without notice and without affecting the validity of this contract. Black Nova shall not be liable for failure to attain performance figures stated in the contract unless these have been guaranteed within a specified margin or tolerance.

11. Weights and Measurements

Black Nova drawings, descriptive matter, weights and shipping specifications are approximate only, unless specifically guaranteed.

12. Cancellation

Contracts may only be altered or cancelled by the Customer with the consent of Black Nova who shall, upon giving such consent, be entitled to invoice the customer for all and any costs incurred or to be incurred as a result of the cancellation.

13. Pre-delivery Inspection

There shall be no special tests except as provided for either in Black Nova quotation or in the Customer's order and if the Customer fails, after seven days' notice, to attend or to be represented at any such tests they may be conducted by Black Nova in the Customer's absence, the results of such tests being binding upon the Customer.

14. Indicated Delivery Dates

Delivery dates are approximate only and Black Nova shall be under no liability to the Customer in respect of any delay or non-delivery of the goods howsoever caused.

15. Part Deliveries

Black Nova reserves the right to dispatch part of the order and the Customer shall be invoiced in respect of such delivery in accordance with the settlement terms set out herein.

16. Date and Place of Delivery

Delivery shall be at Black Nova unless otherwise agreed and shall take place when Black Nova invoice, addressed to the Customer and informing him that the goods are ready for dispatch, is received by the customer. Where such invoice is sent to the Customer by post it shall be conclusively presumed to have been received by the Customer on the second working day after posting.

17. Risk

The risk in the goods will pass to the Customer on delivery in accordance with paragraph 16. above.

18. Not Used

19. Storage and Delayed Delivery

If the Customer fails to give instructions for dispatch within fourteen days of receiving advice from Black Nova that the goods are ready for dispatch (as provided by Clause 16 above), payment shall be due forthwith and Black Nova shall be entitled to store the goods at any available place and at the Customer's risk and expense.

20. Property

Ownership of the goods will pass to the Customer when Black Nova has received payment in full, and until such time as this shall occur the goods shall be stored by the Customer separately from all other goods, and shall be clearly marked by the Customer as being the property of Black Nova.

21. Shortage in Delivery or Damage or Loss in Transit

Black Nova shall in no way be responsible for any breakage or loss of goods-in-transit, and shall be under no liability to affect any insurance in this respect unless otherwise agreed. Both the carrier concerned and Black Nova must be advised in writing of all shortages in quantity delivered and any breakage or loss within 3 days of receipt of the consignment. In the event of the goods failing to reach their destination, both the carrier and Black Nova must be notified of this in writing within 7 days after the date on which the Customer was advised that the goods had been dispatched.

22. Commissioning

The quotation does not include commissioning and installation services unless expressly stated otherwise. If Black Nova is requested to supply:

(a) descriptive literature or instructions, other than one copy in English, for the operation of the

equipment, or

(b) the services of any engineer on site for the purpose of checking, servicing or commissioning, an extra charge will be made. Any complaints regarding the quality of such services must be made within 7 days of the said services being carried out.

23. Terms of Payment

(a) Advance payment against presentation of Black Nova Proforma Invoice.

(b) All other accounts are due and payable on presentation of Black Nova invoice.

In the case of (b) above, the payment shall be done within 2 weeks after dispatching or the informing the Client about readiness of the Goods, whichever comes earlier.

24. Determination of Non Payment

If the Customer shall fail to pay any invoice on its due date in accordance with condition 23 above. Black Nova may suspend performance of this or any other contract and shall be entitled to payment both for equipment already delivered and for equipment in the course of manufacture.

25. Interest on Overdue Accounts

Interest on overdue accounts shall be chargeable at 4% over Turkish Garanti Bank current base lending rate from time to time in force, without prejudice to any other rights or remedies of Black Nova whether under this contract or otherwise.

26. Overseas Sales

In any case where goods are sold CIF or on the basis of any other international trade terms contained in Incoterms (2000) such term shall apply as if expressly incorporated herein except so far as any part of the same is inconsistent with any of the provisions contained in these terms.

27. Guarantee

If, within a period of 12 months from dispatch by Black Nova, any defect in materials or fault in manufacture of the goods shall be found to exist or be reported to Black Nova in writing within 14 days of any such defect becoming apparent Black Nova will repair or at its option replace the defective part free of charge provided that:

(a) the goods are returned carriage paid to Black Nova.

(b) this guarantee shall not cover components not manufactured by Black Nova in respect of which Black Nova shall extend to the customer the benefit of such guarantees, warranties and conditions as may be given or obtained from the relevant manufacturer.

(c) this guarantee does not cover damage in transit (see condition 21) or matters dealt with under conditions 9, 10 and 11.

(d) this guarantee does not cover damage by misuse and fair wear and tear, or damage which is due to the fault, act or omission of the Customer.

(e) the goods are and have been operated in accordance with the instructions contained in the product user and maintenance manuals.

(f) the goods are maintained, serviced and repaired in accordance with Black Nova guidelines and at the intervals specified therein either by Black Nova or by an authorised contractor. Black Nova will not be liable pursuant to this clause or otherwise if the Customer fails to ensure that such service requirements are complied with or if work is carried out on the goods by persons not authorized to do so by Black Nova.

All other terms and conditions and warranties implied by statute, common law or otherwise in relation to the goods are hereby excluded. Furthermore Black Nova shall be under no liability to the Customer for any damage, loss of earnings, or injury directly or indirectly, resulting from defective materials, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of Black Nova, its servants or agents (except for death or personal injury arising as a result of Black Nova negligence). Under no circumstances shall the Customer be entitled to reject all or any of the goods on the basis of any breach or alleged breach of these Conditions by Black Nova.

28. Repairs

Goods returned for repair must be sent carriage paid and after repair or exchange the item will be returned carriage forward to the Customer.

29. Turkish Law

The contract shall be governed by and construed and interpreted in accordance with the laws of Turkey and for the purpose of the determination of any dispute arising out of or in connection with the contract, the parties hereby submit to the jurisdiction of the Istanbul Courts.

30. Force Majeure

Black Nova shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of Black Nova being prevented, hindered, or delayed in the manufacture of the goods by reason of any circumstances whatsoever outside the control of Black Nova including, but without limit to the generality of the foregoing, any act of God, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport.

31. Variation of Conditions

No employee, servant, representative, agent, distributor or any other such person or organisation is empowered to vary these conditions. Any variation can only be expressly made with the written agreement of the Board of Directors of Black Nova.

32. Non-Assignment

The benefit to the Customer of this Contract shall not be assigned in whole or in part to any other person save with the express prior written consent of Black Nova.

33. Default and Insolvency

Black Nova may by notice in writing to the Customer terminate any Contract forthwith if:

(a) the Customer shall commit any breach of any of the terms (including the terms concerning payment of the purchase price) of any Contract with Black Nova provided that if such breach is capable of being remedied that Black Nova has previously given to the Customer notice thereof and that the same has not been remedied within 7 days thereafter.

(b) the Customer compounds with or negotiates any composition with its creditors generally or permits any judgements against it to remain unsatisfied for 7 days.

(c) being an individual, the Customer shall die or have a receiving order made against him or commit any breach of bankruptcy, or being a company, the Customer shall call any meeting of its creditors or have a receipt of all or any of its assets appointed or enter into any liquidation or administration.

In the event of termination:

- i) the Customer shall, forthwith upon demand, deliver to Black Nova any goods which are in the possession or control of the Customer the property in which remains with Black Nova, and in default thereof Black Nova shall be entitled to repossess the same and for such purpose to enter into and upon the premises of the Customer without being liable for any damage caused thereby, and the Customer shall indemnify Black Nova from and against all actions, proceedings, claims and such like arising; and
- ii) Black Nova shall be entitled by notice in writing to the Customer to declare that all amounts due are immediately payable (whether under this or any other contract) and all such amounts shall bear interest in accordance with condition 25 from the date of the notice until actual payment.

34. Intellectual Property Rights

Unless specifically varied by a signed agreement between Black Nova and the Customer all Intellectual Property Rights in the goods remain with Black Nova in perpetuity. Intellectual Property Rights are defined as copyrights, design rights (whether registrable or not), patent rights and any other intellectual or industrial property rights or other rights of a similar nature (whether registrable or not) in any place including, but not limited to, Turkey.

35. Headings

The headings used in these Conditions are for convenience only and shall not affect the construction thereof.

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This document supersedes Conditions of Sale issued by EMT Kontrol Elektronik Ltd on Aug 20, 2007