



# Sales Quote

**INDUSTRIAL BUSINESS INTL CORP**

1580 Sawgrass Corporate Parkway  
 Suite 130, Sunrise, FL 33323  
 Tel: 954-315-4781  
 Fax: 954-838-7746  
 E-mail: ibicorp@intech-ie.com

**Quote #** IBI-2026-0011  
**Date:** Jan 28<sup>th</sup>, 2026  
**Customer ID** PETROPIAR Jose

**Bill To:**  
**INDUSTRIAL DEVELOPMENTS C.A.**  
 URB. BRISAS DEL MAR CALLE 06  
 RESIDENCIA No. 39 - Barcelona Edo Anzoategui.  
 Tel: 0281-2763073  
 Attn: Ramon Aleman – Depto Procura  
 inddevelopment.ve@gmail.com

**Ship To:**  
 Custom Agent to be informed at La Guaira port  
 Venezuela

| Your #          | Our #                    | Sales Rep             | CIF            | SHIP VIA | Terms       | Validity |
|-----------------|--------------------------|-----------------------|----------------|----------|-------------|----------|
| 2025-574-XV-AAI | 2026-0011 // 2501-29054B | L. Zuñiga<br>W. Brito | La Guaira Port | BWPPD    | See details | 60 days  |

| Item | Qty | Units | Description  | Unit Pr (US\$) | Total (US\$) |
|------|-----|-------|--|----------------|--------------|
| 1    | 1   | Sys   | <p><b>APPLIED ANALYTICS OMA-300 Process Analyzer UV-Vis</b><br/>           Product Code: OMA-300<br/>           Tag # 45-AIT-201</p> <p>Data Sheet: <a href="https://aai.solutions/documents/AA_DS001A_OMA300.pdf">https://aai.solutions/documents/AA_DS001A_OMA300.pdf</a><br/>           Measurements:<br/>           H2S: 0-5000ppm<br/>           Item Customizations:<br/>           +Enclosure: Stainless Steel 304 (NEMA 4X)<br/>           +O-rings: FFKM<br/>           +Vortex Cooler<br/>           +Tag Plates<br/>           +MODBUS RS-485 Capabilities</p> <hr/> <p>(A) nova II™ UV-Vis Spectrophotometer<br/>           &gt;&gt; <a href="http://www.a-a-inc.com/documents/AA_DS201A_novall.pdf">www.a-a-inc.com/documents/AA_DS201A_novall.pdf</a><br/>           • Full UV-Vis 200-800 nm spectrum acquisition at ~1nm resolution<br/>           • Pulsed xenon light source with average 5 year lifetime<br/>           (B) 1.8 Meter 600 µm Core Size Fiber Optic Cable [Qty=2]<br/>           &gt;&gt; <a href="http://www.a-a-inc.com/documents/AA_DS206A_FiberOptics.pdf">www.a-a-inc.com/documents/AA_DS206A_FiberOptics.pdf</a><br/>           (C) Flow Cell – SS316L<br/>           &gt;&gt; <a href="https://aai.solutions/documents/AA_DS207X_FlowCell_All.pdf">https://aai.solutions/documents/AA_DS207X_FlowCell_All.pdf</a><br/>           (D) Human Machine Interface [HMI]<br/>           &gt;&gt; <a href="http://www.a-a-inc.com/documents/AA_DS202A_HMI.pdf">www.a-a-inc.com/documents/AA_DS202A_HMI.pdf</a><br/>           • 8.0" TFT touch-screen LCD<br/>           • Ports: 2x serial, 1x Ethernet<br/>           (E) ECLIPSE™ Runtime Software<br/>           &gt;&gt; <a href="http://www.a-a-inc.com/documents/AA_DS203A_Eclipse.pdf">www.a-a-inc.com/documents/AA_DS203A_Eclipse.pdf</a><br/>           • Displays all active measurements<br/>           • Controls Auto-Zero by automated relay activation sequences<br/>           (F) Solid State Drive<br/>           &gt;&gt; <a href="http://www.a-a-inc.com/documents/AA_DS204A_SSD.pdf">www.a-a-inc.com/documents/AA_DS204A_SSD.pdf</a><br/>           (G) NEMA 4 Painted Carbon Steel Analyzer Enclosure – Wall Mounted<br/>           &gt;&gt; <a href="http://www.a-a-inc.com/documents/AA_DS401X_Enclosures.pdf">www.a-a-inc.com/documents/AA_DS401X_Enclosures.pdf</a><br/>           (H) Outputs &amp; Communication<br/>           &gt;&gt; <a href="http://www.a-a-inc.com/documents/AA_DS205A_VCIM.pdf">www.a-a-inc.com/documents/AA_DS205A_VCIM.pdf</a><br/>           • 1x galvanically isolated 4-20 mA analog output per measured parameter<br/>           • 2x digital outputs for fault/relay control (I) USB Hub<br/>           • 4x USB Port</p> <p><b>INCLUDES:</b></p> | 264,200.00     | 264,200.00   |



|   |   |     |  |            |            |
|---|---|-----|--|------------|------------|
|   |   |     | <ul style="list-style-type: none"> <li>• <b>One Z-Purge (Anodized Aluminum)</b><br/>Product Code: 910-8105</li> <li>• <b>One Grab Sample Cylinder w/ quick connects</b><br/>Product Code: CST-0610</li> <li>• <b>One Extractive Sample Conditioning System</b><br/>Product Code: 830-2301</li> <li>• <b>One FREE STANDING Rack with Sunshade</b><br/>Product Code: 950-0261</li> <li>• <b>One OMA - Nova II Spare Parts Package (2-year)</b><br/>Product Code: CST-1283 + 330-1000</li> <li>• <b>One Factory Acceptance Test - Functional &amp; Visual</b><br/>Visual inspection and full, hands-on testing of systems' functionality (including testing with calibration gases) by two END USERS' representatives at AAI facility or attended remotely/virtually . Any special testing is subject to prior agreement and extra charges. The end user is required to approve the procedures and sign the drawings before the Factory Acceptance Test occurs.<br/>If a Factory Acceptance Test is ordered, engineering will provide the Factory Acceptance Test Procedure with the Approval Documents Package.<br/>The travel expenses for transportation and lodging of representatives must be responsibility of End user</li> <li>• <b>One FAT Report</b><br/>Report from Factory Acceptance Test</li> <li>• <b>One Certificate of Origin – CST-0174</b></li> <li>• <b>One Oversized Crating &amp; Handling Charge - International</b><br/>Product Code: CST-0977</li> <li>• <b>On-site Assistance on Commissioning, Start-up to be done at CHEVRON PETROPIAR, JOSE COMPLEX Jobsite, Venezuela, by One (1) Certified Technician during Three (3) Working days</b></li> </ul>   |            |            |
| 2 | 1 | Sys | <p><b>APPLIED ANALYTICS MicroSpec MCP-200 Standalone Infrared Process Analyzer</b><br/>         Product Code: MCP-200<br/>         Tag # 22-AIT-105</p> <p>Data Sheet: <a href="http://www.a-a-inc.com/documents/AA_DS003A_MCP200.pdf">http://www.a-a-inc.com/documents/AA_DS003A_MCP200.pdf</a><br/>         Comment from your salesperson:<br/>         - Exd box for MCP flow cell<br/>         Item Customizations:<br/>         +Enclosure: Stainless Steel 304 (NEMA 4X)<br/>         +Vortex Cooler<br/>         +MODBUS RS-485 Capabilities</p> <hr/> <p>(A) Detector + Flow Cell<br/>         -- <a href="http://www.a-a-inc.com/documents/AA_DS003A_MCP200.pdf">www.a-a-inc.com/documents/AA_DS003A_MCP200.pdf</a><br/>         (B) Human Machine Interface (HMI)<br/>         -- <a href="http://www.a-a-inc.com/documents/AA_DS202A_HMI.pdf">www.a-a-inc.com/documents/AA_DS202A_HMI.pdf</a><br/>         (C) Eclipse™ Runtime Software - Version 11<br/>         -- <a href="http://www.a-a-inc.com/documents/AA_DS203A_Eclipse.pdf">www.a-a-inc.com/documents/AA_DS203A_Eclipse.pdf</a><br/>         (D) Solid State Drive (SSD)<br/>         -- <a href="http://www.a-a-inc.com/documents/AA_DS204A_SSD.pdf">www.a-a-inc.com/documents/AA_DS204A_SSD.pdf</a><br/>         (E) Voltage/Current Interface Module (VCIM)<br/>         -- <a href="http://www.a-a-inc.com/documents/AA_DS205A_VCIM.pdf">www.a-a-inc.com/documents/AA_DS205A_VCIM.pdf</a><br/>         (F) Analyzer Enclosure<br/>         -- <a href="http://www.a-a-inc.com/documents/AA_DS401X_Enclosures.pdf">www.a-a-inc.com/documents/AA_DS401X_Enclosures.pdf</a><br/>         Standard Enclosure: NEMA 4 painted carbon steel</p> <p>INCLUDES:</p> | 233,900.00 | 233,900.00 |



- **One Z-Purge (Anodized Aluminum)**  
Product Code: 910-8105
- **One Grab Sample Cylinder w/ quick connects**  
Product Code: CST-0610
- **One Extractive Sample Conditioning System**  
Product Code: 830-2301
- **One FREE STANDING Rack with Sunshade**  
Product Code: 950-0261
- **One MCP-200 Spare Parts Package (2-year) – CST-1193**
- **One Factory Acceptance Test - Functional & Visual**  
Visual inspection and full, hands-on testing of systems' functionality (including testing with calibration gases) by two END USERS' representatives at AAI facility or attended remotely/virtually . Any special testing is subject to prior agreement and extra charges. The end user is required to approve the procedures and sign the drawings before the Factory Acceptance Test occurs.  
If a Factory Acceptance Test is ordered, engineering will provide the Factory Acceptance Test Procedure with the Approval Documents Package.  
The travel expenses for transportation and lodging of representatives must be responsibility of End user
- **One FAT Report**  
Report from Factory Acceptance Test
- **One Certificate of Origin – CST-0174**
- **One Oversized Crating & Handling Charge - International**  
Product Code: CST-0977
- On-site Assistance on Commissioning, Start-up to be done at CHEVRON PETROPIAR, JOSE COMPLEX Jobsite, Venezuela, by One (1) Certified Technician during Three (3) Working days

**Delivery Time**  
**24-30 Weeks after Receipt of Drawing Approvals and Advanced Payment 100%**

**Payment Terms**  
• **100% Prepayment with Order**

**Volume & Weight**  
• **Aprox 10 M3 , 900 Kgs**



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|  |  | <p><b>APPLIED ANALYTICS TERMS:</b></p> <p><b>1- ANALYZERS PAYMENT SCHEDULE FOR CANCELLATION OF ORDER (ItemS # 7, #8)</b></p> <p>CANCELLATION: Purchaser may terminate or cancel its order by written notice, provided Purchaser pays all costs and expenses incurred by Applied Analytics, including normal and reasonable profit margin up to the time Applied Analytics receives written notice of such termination or cancellation. In consideration of the obligations of Applied Analytics to achieve the required delivery schedule and the fact that it may be difficult to access the residual value of materials procured or labor invested in design activities, the Purchaser and Applied Analytics agree to accept the payment schedule below as full and complete payment for cancellation of a purchase order resulting from this proposal.</p> <p>Payment Schedule for Cancellation</p> <p><b>Days After Contract Award Percent of Original Contract Value</b></p> <p><b>0 to 30 20%</b><br/> <b>31 to 60 40%</b><br/> <b>61 to 90 60%</b><br/> <b>91 to 120 80%</b><br/> <b>120+ 100%</b></p> <p>In the event that only a portion of the original purchase order value is canceled, then the schedule above will apply to the dollar value that is canceled. In the event that Applied Analytics receives notice of cancellation of a portion of the purchase order which is to be performed by a supplier under contract to Applied Analytics, the Purchase agrees to pay the full amount of any cancellation charges which Applied Analytics may be obligated to pay regardless of the schedule above and if Applied Analytics is not required to pay cancellation charges will be limited to ten percent (10%) of the value of the contract to be cancelled</p> <p><b>2- SOFTWARE LICENSE</b></p> <p>A. LICENSE GRANT: All software programs which are embodied in human readable source form or machine readable object form and which include, but are not limited to, programs having a series of instructions, statements and data, and related materials provided by Applied Analytics are the property of Applied Analytics and/or others and are subject to the terms set forth in this License, in which Purchaser is provided solely with a personal and nonexclusive license to use such programs solely for their internal business purposes in the country in which the software was furnished and for execution on the system for with which it was provided.</p> <p>B. COPYRIGHT AND TITLE: No title to the intellectual property in the software programs or material is transferred to Purchaser under this license. All software and its copyrights are owned by Applied Analytics and/or its suppliers. The software is protected by United States copyright laws and international treaty provisions. Therefore, Purchaser must treat the Software like any other copyrighted material (e.g., a book or musical recording) except that Purchaser may make copies of the programs for use only with the system for which such programs were acquired. Purchaser must reproduce and include the copyright notice on any backup copy. The written materials and firmware may not be copied.</p> <p>C. RESTRICTED USE: Purchaser shall not export or re-export the programs or material without the appropriate United States and Foreign government licenses. Purchaser agrees not to reverse engineer, decompile, or disassemble the Software. Purchaser may not rent or lease the Software to any third parties, but may transfer the Software and written materials on a permanent basis provided no copies are retained and the recipient agrees to the terms of this Software License. Storage media which Purchaser received from Applied Analytics may contain certain Software for which Applied Analytics has not accepted an order from Purchaser for a Software License. If Purchaser desires to license this Software, Purchaser must obtain the appropriate Software License from Applied Analytics.</p> <p>D. DOCUMENTATION: The following quantities of applicable standard Drawings and Instructions will be supplied as softcopies by Applied Analytics to the Purchaser unless otherwise specified in writing. Hard copies can be furnished for an extra charge. All documentation will be in the English language unless expressly agreed upon in writing. Hard copies of documents are available at the following rates:<br/> Operating Manuals \$150.00 Each<br/> Drawing Reproducibles \$10.00 Each</p> |  |  |
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|  |  | <p>Prints \$2.00 Each</p> <ol style="list-style-type: none"> <li>1. DRAWINGS: One copy of the As-Built prints will be supplied with the analyzer. Drawings for Resale or Compatible Products shall be those provided by Applied Analytics suppliers.<br/>Applied Analytics, Inc. Appendix A: Terms &amp; Conditions, Etc. — Page A9</li> <li>2. CUSTOM DRAWINGS: When drawing approval applies, after formal Purchaser review of the approval drawings, one revision of each drawing will be made at no additional charge provided the changes do not alter the scope of the contract.</li> <li>3. INSTRUCTIONS: One set of applicable standard instructions for installation, operation, and maintenance, all as defined by Applied Analytics.</li> <li>4. STANDARD SOFTWARE: Electronic documentation on tape and/or diskette as defined by Applied Analytics. "Software" is hereby defined to include firmware unless otherwise specified.</li> <li>5. RESALE AND COMPATIBLE PRODUCTS: As defined by the Resale or Compatible Products vendor.</li> <li>6. CUSTOM PRODUCTS: Additional stand-alone documentation is furnished for custom options; standard system documentation is not modified.</li> <li>7. ANALYTICAL PRODUCTS: Applied Analytics will supply at no charge one set of dimensional drawings, one set of operating instructions, and one set of parts lists on all standard products. Applied Analytics will supply at no charge one print giving dimensions and schematic piping and wiring on all custom products including sample preparation equipment and custom electrical equipment.</li> </ol> <p><b>3- PRODUCT SUPPORT</b></p> <ol style="list-style-type: none"> <li>A. Applied Analytics will provide support as long as needed by the end user for STANDARD PRODUCTS, STANDARD SOFTWARE PRODUCTS, MISCELLANEOUS PRODUCTS and RESALE PRODUCTS as defined below:</li> <li>B. STANDARD PRODUCTS: It is Applied Analytics policy that functionally equivalent products and/or parts will be available to support and/or upgrade Standard Products. Either repair capability at the nearest authorized Applied Analytics Repair/Manufacturing location or functionally equivalent parts and/or products will be available.</li> <li>C. STANDARD SOFTWARE PRODUCTS: It is Applied Analytics policy that functionally equivalent Software Products will be available to support and/or upgrade Standard Software Products. New Releases of Standard Software will be offered periodically.</li> <li>D. MISCELLANEOUS PRODUCTS: It is Applied Analytics policy to provide on a best efforts basis, spare parts availability, repair capability or functionally equivalent products for custom products or systems custom options.</li> <li>E. RESALE PRODUCTS: Resale Products support is that which is offered by the original equipment manufacturer.</li> </ol> <p><b>4- WARRANTIES:</b></p> <ol style="list-style-type: none"> <li>A. APPLIED ANALYTICS EXPRESSLY WARRANTS THE PRODUCTS MANUFACTURED BY IT AS MEETING THE APPLICABLE APPLIED ANALYTICS SPECIFICATIONS. APPLIED ANALYTICS MAKES NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). PURCHASER RETAINS RESPONSIBILITY FOR THE APPLICATION AND FUNCTIONAL ADEQUACY OF THE OFFERING. THE WARRANTY PERIOD OF ALL APPLIED ANALYTICS PROCESS AND ANALYTICAL INSTRUMENTS (ANALYZERS AND ANALYZER SYSTEMS) BEGINS ON THE DAY OF START-UP AND ENDS ONE (1) YEAR LATER, BUT IN NO EVENT MORE THAN EIGHTEEN (18) MONTHS FROM THE DATE OF DELIVERY. FOR ALL OTHER INSTRUMENT SYSTEMS ,THE WARRANTY BEGINS ON THE DATE THE SHIPMENT IS RECEIVED. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE EXCLUSIVE REMEDIES FOR ANY BREACH BY APPLIED ANALYTICS OF ITS WARRANTIES HEREUNDER.</li> <li>B. MATERIAL, WORKMANSHIP, AND TITLE: Applied Analytics warrants to Purchaser that all products manufactured by it shall be free from defects in material, workmanship, and title, and agrees to either replace or repair, free of charge, any such product, component, or part thereof which shall be returned to the nearest authorized Applied Analytics repair facility within eighteen (18) months from date of shipment, transportation charges prepaid for the account of Purchaser. Some products may contain refurbished components and if so shall be equivalent to new products. The cost to diagnose defects at the job site, if required, shall be for the account of</li> </ol> |  |
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|  |  | <p>Purchaser. Any product or component, or part thereof so replaced or repaired shall be warranted by Applied Analytics, Inc. Appendix A: Terms &amp; Conditions, Etc. — Page A10 Applied Analytics for the remainder of the original warranty period or three (3) months, whichever is longer. Any and all such replacements or repairs necessitated by inadequate preventative maintenance, or by normal wear and usage, or by the fault of the Purchaser, or power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions shall be for the account of Purchaser. Applied Analytics shall not be obligated to pay any costs or charges including "back charges" incurred by Purchaser or any other party except as may be agreed upon in writing in advance by Applied Analytics.</p> <p>C. RESALE AND COMPATIBLE PRODUCTS: Resale and Compatible Products shall carry only the warranty as defined by the Resale or Compatible Product vendor. Applied Analytics shall have no responsibility for the functioning of Resale or Compatible Products specified by Purchaser or its agent unless otherwise agreed in writing by Applied Analytics.</p> <p>D. PARTS: The warranties specified in Paragraph V.A are modified to three (3) months for parts.</p> <p>E. SYSTEM PRODUCTS: Applied Analytics warrants that all Systems Products will meet applicable specifications (System Product or approved System Functional Specification) and agrees to correct any hardware or software which Purchaser can demonstrate does not meet the applicable specifications, provided written notice is given to Applied Analytics within six (1) months from date of shipment of the system. The cost associated with diagnosing defects at the job site, if required, shall become the responsibility of the Purchaser. This warranty is void in the event of influencing deficiencies, including but not limited to, input signal of poor quality, incomplete or inaccurate process data supplied to Applied Analytics by Purchaser, and unauthorized modification by Purchaser. Any additional Applied Analytics expenses which result from such deficiencies, inaccuracies, etc., shall become the responsibility of the Purchaser.</p> <p>F. STANDARD SOFTWARE: Applied Analytics warrants that the Standard Software programs supplied with the system will be free from clerical errors and will perform the functions defined in the applicable specifications (Product Specifications or approved System Functional Specification). Applied Analytics agrees to correct any such error or failure to perform which affects the functional performance of the system in which the program is used, provided written notice is given to Applied Analytics within one (1) year from the date of shipment of the system. The cost associated with diagnosing errors or failures at the job site, if required, shall become the responsibility of the Purchaser. This warranty is void if any program or equipment with which it is used is modified or if programs are improperly loaded by Purchaser. Any additional Applied Analytics expenses resulting from such Purchaser's modifications or improper loading shall become the responsibility of the Purchaser.</p> <p>G. ANALYTICAL PRODUCTS: Applied Analytics warrants that products supplied by it for the analysis of chemical composition will perform that analysis for which it is specified within the accuracy specified in its offering, providing the product is installed in accordance with instructions supplied by Applied Analytics and provided that the chemical composition and physical conditions of the sample are within the limits specified by Purchaser in its request for <b>quotation</b>, purchase order, and/or application data sheet. Should such product fail to perform such analysis, Applied Analytics, at its option, shall modify, replace parts, replace subassemblies, replace or reclaim the product and reimburse Purchaser the sum paid, provided written notice is given to Applied Analytics within six (6) months from date of shipment. The cost to diagnose defects at the job site, if required, shall become the responsibility of Purchaser. Notwithstanding the foregoing, should the product perform satisfactorily on a sample having the same chemical composition and the same physical conditions as specified in the Purchaser's order, Applied Analytics shall not be responsible for failure of the product to perform on the actual stream of Purchaser.</p> <p>H. CUSTOM PRODUCTS: Those warranties specified above are modified to three (3) months for the custom option portion of the products and software programs furnished. The custom options are warranted for use with the product as originally designed and shipped, but no guarantee is made or implied that Custom Products be compatible with future products and/or software program generations or future versions of System Products.</p> <p><b>5- PATENTS AND COPYRIGHTS:</b></p> <p>A. PATENTS: Applied Analytics shall defend Purchaser and pay any award of</p> |  |  |
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|  |  | <p>damages assessed against Purchaser in any suit or proceeding so far as same is based on any claim that the equipment, hardware or software products, or any part thereof Applied Analytics, Inc. Appendix A: Terms &amp; Conditions, Etc. — Page A11</p> <p>furnished hereunder (except for such products basically of Purchaser's specifications) shall in design or construction infringe any patent of the country of its manufacture, provided Purchaser gives Applied Analytics prompt notice in writing of such claim and permits Applied Analytics to contest same through its counsel or, at its option, to settle by securing for Purchaser the right to continue to use such products or by modifying them to avoid infringement, or by reclaiming them and reimbursing Purchaser the sum paid therefore; and provided Purchaser gives Applied Analytics all necessary authority and assistance, at the expense of Applied Analytics, to enable Applied Analytics to do so.</p> <p>B. COPYRIGHTS: Applied Analytics shall defend Purchaser and pay any award of damages assessed against Purchaser in any suit or proceeding so far as same is based on any claim that Software and/or documentation (excluding Resale and Compatible Products) furnished hereunder shall infringe any copyright of the country of its manufacture, provided Purchaser gives Applied Analytics prompt notice in writing of such claim and permits Applied Analytics to contest same through its counsel or, at its option, to settle by securing for Purchaser the right to continue to use such Standard Software and/or documentation or by modifying it to avoid infringement, or by reclaiming it and reimbursing Purchaser the sum paid therefore; and provided Purchaser gives Applied Analytics all necessary authority and assistance, at the expense of Applied Analytics to enable Applied Analytics to do so.</p> <p>C. FORCE MAJEURE: Neither party shall be considered in default in performance of obligations hereunder to the extent that performance of such obligations, or any of them, is affected by Force Majeure. Force Majeure shall include, but not be limited to, hostilities, restraint of rulers or peoples, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, blockade, or embargo, lack of or failure of transportation facilities or any law, proclamation, regulation or ordinance, demand or requirement of any Government or Governmental agency having or claiming to have jurisdiction over the work or with respect to materials purchased for the work, or over the parties hereto, or any Act of God, or other act of Government, or any cause whether of the same or different nature existing or future, which is beyond the control and without the fault or negligence of the parties hereto.</p> <p>D. LIMITATION OF LIABILITY: Applied Analytics agrees to indemnify and save <b>harmless</b> Purchaser only against liability imposed on Purchaser by law with respect to bodily injury or property damage to the extent such liability results from the performance of Applied Analytics under this contract. Applied Analytics does not agree to indemnify and save Purchaser harmless except as set forth herein. Purchaser agrees to indemnify and save harmless Applied Analytics for all loss, cost or damage incurred by Applied Analytics as a result of Purchaser's or third party's misuse or misapplication of Applied Analytics supplied products. <b>IN NO EVENT, REGARDLESS OF CAUSE, SHALL Applied Analytics BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE, EITHER REAL OR ALLEGED.</b></p> <p>E. Arbitration / Dispute Resolution. AAI and the buyer agree to settle any and all disputes, controversy, claims, actions, suits and proceedings (whether in contract, tort, or otherwise), whether pre-existing, present or future, arising out of or in connection with or in relation to these terms and conditions, or relating to this Agreement or the breach or non-performance of any provision hereof, shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim or controversy arises. AAI and Buyer agree that any arbitration shall be administered and conducted in Middlesex County, Massachusetts, USA. The arbitrators shall have no power to add to, subtract from or modify any of the terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Massachusetts or in the United States District Court for the District of Massachusetts in Boston, Massachusetts, to whose jurisdiction for such purposes AAI and Buyer each hereby irrevocably consents and submits. The buyer hereby agrees that a service of process can legally be done by an overnight courier to the address of the buyer as specified in the quote. In any Dispute, Neither AAI or the Buyer shall be entitled to join or consolidate claims by or against other vendors, or arbitrate any claim as a representative or class action capacity. The individual (non class) nature of this Dispute provision goes to the essence of our dispute resolution agreement, and if found non-</p> |  |  |
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|  |  | <p>enforceable, the entire arbitration and dispute resolution provisions set forth herein shall not be enforced. The arbitrator shall be empowered to grant whatever relief would be available in Applied Analytics, Inc. Appendix A: Terms &amp; Conditions, Etc. — Page A12</p> <p>court under law or in equity. You acknowledge that you are giving up your rights to litigate claims in a court or before a jury or to participate in a class action or representative action with respect to such a claim. Other rights that you would have if you went to court, such as access to discovery, may also be unavailable or may be limited in arbitration. You hereby waive (a) any right to object to venue or jurisdiction based on inconvenient forum or for any other reason; and (b) any statutory or other right pursuant to the laws of the jurisdiction in which you are resident to have a court case or arbitral hearing relating to your sale the product.</p> <p>F. Governing Law. This Agreement shall be deemed to have been made in Middlesex County, Massachusetts, and shall be governed by, construed, and enforced in accordance with the internal, substantive laws of the Commonwealth of Massachusetts, without giving effect to conflicts of law principles. The Convention for the International Sale of Goods shall not apply to any case or controversy arising out of or related to this Agreement. Seller hereby submits to the exclusive jurisdiction of the courts of Middlesex County, Massachusetts with respect to any claim or controversy arising out of or related to this Agreement.</p> |  |  |
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**PLEASE TRANSFER TO OUR ACCOUNT AT:**  
 Truist Bank  
 450 North Pine Island  
 Plantation, FL 33324  
 Account #: 0140953040  
 ABA# 053-101-121  
 Routing/Transit Number: 2631-9138-7  
 Swift Code: BRBTUS33

**THANK YOU FOR YOUR BUSINESS**

|                  |             |                   |
|------------------|-------------|-------------------|
| <b>Subtotal</b>  | <b>US\$</b> | <b>498,100.00</b> |
| <b>Freight</b>   | <b>US\$</b> | <b>Included</b>   |
| <b>Insurance</b> | <b>US\$</b> | <b>Included</b>   |
| <b>Docs.</b>     | <b>US\$</b> | <b>Included</b>   |
| <b>TOTAL</b>     | <b>US\$</b> | <b>498,100.00</b> |