

TERMS AND CONDITIONS

1. PAYMENT FOR SERVICES AND/OR PRODUCTS

Customer shall pay Apollo Display Technologies, Corp. (hereinafter "Apollo") as is set forth on invoice(s) the full amount in good funds in United States Dollars. If no payment terms are set forth on the front side of our invoice(s) than payment is due upon receipt from the date of the invoice. All Sales are Final except as provided herein, no set-off's or discounts are allowed against any invoice without prior written approval from Apollo.

2. SALE OF PART(S) AND/OR PRODUCT(S)

All sales are final and are non-cancellable and non-returnable except as provided herein. All sales are FOB Ronkonkoma, New York, 11779, United States of America. All sales are covered under the manufacturer's warranty and guarantees as provide by the manufacturer of such part(s) and or product(s). Apollo makes no claim for the serviceability or usability of the product and relies on the Customer to determine the suitability of the product and/or part(s) for the Customer's use. Title to the product passes to the Customer at our facility. Customer is responsible for all transportation cost and insurance from our plant to the Customer's' delivery point as per the Customer's' purchase order. All international shipments must be paid in advance of shipment by means of a wire transfer to our bank in United States Dollars.

3. TITLE TO PART(S) AND/OR PRODUCT(S)

Customer agrees that title to the purchased part(s) and/or product(s) shall be vested in Apollo until such time as Customer pays to Apollo the full consideration therefore as per the invoice(s) rendered.

4. INTEREST.

Any sums due to Apollo hereunder, which are not paid on or before the date payment is due shall be subject to one and one-half percent (1.5%) per month interest charge commencing from the invoice date.

5. RETURNS OF PART(S) AND/OR PRODUCT(S) FROM CUSTOMER.

All sales are final and are non-cancellable and non-returnable except as provided herein. In the event that the customer wishes to return part(s) and/or product(s) already paid, Apollo may, but shall have no obligation to, authorize such returns and charge a restocking and handling fee equal to twenty percent (20%) of the sale price of such part(s) and/or product(s), or such greater amount as is necessary to compensate Apollo for restocking and handling such part(s) and/or products, as determined by Apollo in its sole discretion. Apollo will accept return of unused

product for a period of seven (7) days following the written authorization of such returns. Subsequently, Apollo, in its sole discretion, may accept return of unused product for a credit equal to the purchase price of such product less a twenty percent (20%) restocking charge (or such greater charge as Apollo may determine as hereinabove provided). For a period of seven (7) days following the date upon which a product becomes non-functional, Apollo may but shall not be obligated to accept for credit or exchange the unused portion of the product as verified and returned to Apollo. **CUSTOMIZED PART(S) ARE NOT RETURNABLE AND ARE NON-CANCELLABLE.**

6. TAXES.

Apollo sells its' services and products on a wholesale level and as such our Customer warrants that it holds a valid resale certificate for the purchase of all parts and/or products and will provide a valid copy of the certificate prior to the delivery of any orders along with any other required documentation signed by an authorized official of the company. Customer agrees to be responsible for the collection and remittance of all local and state sales and/or use taxes imposed or retroactively imposed in connection with this purchase. The Customer certifies that this purchase is not for its' own use and is for resale in conformance with current state and local sales and use tax law(s) any other purchase will be subject to sales and use tax which the Customer acknowledges is the subject to such taxes.

7. PROMOTIONAL, SAMPLES AND EVALUATION MATERIALS AND OR PRODUCTS.

Customer agrees and acknowledges that it is the Customer's responsibility to make certain that any and all promotional, sample and/or evaluation material supplied by Apollo is the property of Apollo and shall be returned to Apollo promptly after a reasonable period of time to test and/or evaluate such product. The Customer agrees to hold such material including but not limited to drawings and know how in strict confidence and not allow or permit any reverse engineering of said material.

8. SERVICES PROVIDED BY APOLLO.

Customer understands and acknowledges that Apollo is both a distributor of part(s) and/or product(s) for various manufacturers and a valued added provider of customized solutions of product(s) and part(s). Customer also understands and acknowledges that Apollo has no control over the product(s) and/or part(s) provided by the various manufacturers that are distributed by Apollo. The Customer understands and acknowledges hereby agrees that Apollo shall not be held responsible for delays in delivery of part(s) and/or product(s) caused by or the result of various manufacturers of such part(s) and/or product(s) for any reason whatsoever. Customer agrees to provide and work on developing proper documentation including design,; plans, specification and other necessary documents for the bidding, pricing and building customized solutions for the Customer. Furthermore, Customer acknowledges that once a product has been modified by Apollo for the benefit of the Customer any cost incurred by Apollo to undo the customization shall be paid for by the customer and billable at the then prevailing hourly billing rate for such

work. The Customer acknowledges that such design intellectual property is the sole property of Apollo.

9. WARRANTY.

Apollo shall pass through to purchaser Customer such warranties as are provided to Apollo by the manufacture of such parts. The manufacturer's warranties passed on to Customer hereunder shall be the exclusive warranties provided to Customer hereunder. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE; AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

10. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, (i) Customer's sole and exclusive remedy relating to purchases under this Agreement shall be the remedy afforded by the manufacturer's warranty to Customer and/or Customer's customers, (ii). in no event shall Apollo be liable under this Agreement for lost profits or revenues, or other incidental, special, or consequential damages, and (iii). in no event shall damages awarded against Apollo exceed the purchase price paid for the product out of which any claim may arise.

11. CONSENT TO PERSONAL JURISDICTION AND VENUE; CHOICE OF LAW.

Any suit, action or other legal proceeding arising out of this Agreement shall be brought in the courts of the State of New York. The parties to this Agreement hereby agree to, contract for and consent to the personal and subject matter jurisdiction of such court in any such suit, action or proceeding, and waive any objection which any of them may have to the laying of the venue of any such suit, action or proceeding in Suffolk County, New York. Except that, in the event that any suit or legal proceeding arising out of the Agreement is based on a claim over which exclusive jurisdiction is vested in the Courts of the United States, such suit, action or legal proceedings shall be brought in the Courts of the United States for the State of New York and venue shall lay only in the United States District Court for the Eastern District of New York.

12. INCORPORATION.

In the event that Customer has entered into any other agreements with Apollo including any other invoices for part(s) and/or product(s), the terms and conditions of this invoice Agreement shall be deemed to be complimentary to and not in lieu of the terms and conditions contained in such agreements. The terms of this invoice supersedes any conflicting terms contained in any purchase order.

13. ATTORNEY'S FEES.

In the event Apollo employs the services of an attorney to effect the collection of any sums due hereunder, or to recover any part(s) and/or product(s), Apollo shall be entitled to recover from Customer reasonable attorney's fees and costs incurred by Apollo in effectuating such collection or recovery.

14. CUSTOMER.

For purposes of this Agreement that term "Customer" shall have the meaning afforded such term in the trade and shall specifically include, Customers' employees, officers, directors, independent contractors, sales representatives, buyers, successors and/or assigns.

15. HEADING AND GENERAL RIGHTS

Headings are for a matter of convenience for the reading of these terms and conditions. Apollo Display Technologies, Corp. reserves the right to modify and change these terms and conditions without prior notice.

LAST UPDATED: March 15, 2011