



INVOICE

(603) 898-5966 Fax (603) 898-6129

VISIT US AT www.MOSAICTEC.com

Invoice Number **0074375-IN**
 Invoice Date: 6/16/2017
 Order Number: 0061255
 Order Date: 6/16/2017
 Salesperson: 0015
 Customer Number 60-DNI

BILL TO:

Kosmos Technology
 Stenholm 16
 9400 Norresundby
 DENMARK,

SHIP TO:

Kosmos Technology A/S
 Stenholm 16
 9400 Norresundby
 DENMARK,

Attn: Accounts Payable

CONFIRM TO:	Dennis Nielsen	Tele:	+45 7734 3181	Fax:	+45 7734 3180
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CUSTOMER P.O.	SHIP VIA	FOB	TERMS	INVOICE DUE DATE
3003	UPS INTL SAVER	ORIGIN	Wire 30	7/16/2017

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACKORDERED	PRICE	AMOUNT
Tracking 1Z 431 86W 04 9207 3574;						
774172-001	EA	2	2	0	125.00	250.00
Whse: 002 16GB, 2133MHz, PC4-2133P-R, DDR4, dual-rank x4, 1.20V, CAS-15-15-15, registered dual in-line memory module (RDIMM) Serial #'s REBAH04TZ9A29P; REBAH04TZ9A29N *** Country of Origin: CHINA ***						
WARR-030	EA	0	0	0	0.00	0.00
Whse: 001 THIRTY (30) DAY WARRANTY						
HARMONIZED-CODE	EA	0	0	0	0.00	0.00
Whse: 001 Harmonized Code: 8471.80.4000						

NLR - "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations.
 Diversion contrary to US law is prohibited - DENMARK
 CHRISTINE MCCARTHY

BANK DETAILS: PENTUCKET BANK / Acct # 53-500640-8, One Merrimack St / Haverhill, MA 01831-2701/ Routing # 211370066
 THANK YOU FOR YOUR BUSINESS!!!! PLEASE MAKE ALL CHECKS PAYABLE TO: MOSAIC TECHNOLOGY CORPORATION - (Salem, NH Location)

Net Invoice:	250.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total USD:	250.00

THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE INCORPORATED IN AND
 MADE PART OF THIS INVOICE

Terms and Conditions

1. Agreement. This invoice and these terms and conditions confirm the agreement (the "Agreement") between you ("Buyer") and Mosaic Technology Corporation ("Seller") for the goods described herein ("Goods"). Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever occurs first: Buyer making of an offer to purchase product from Seller; Buyer's written acknowledgement hereof; Buyer's acceptance of any shipment of any part of the items specified for delivery. This Agreement is the entire agreement of the parties as to the Goods.
2. Pricing; Late Payments; Taxes. The price for the Goods is stated in the invoice and, unless otherwise specified by Seller, is payable within 30 days. If Buyer does not make payment when due, Buyer shall pay a fee on past due amounts of 1.5% per month or the maximum rate allowed by law, whichever is less. Pricing excludes federal tax, state and local sales tax, use and other taxes, any customs charges/duties, or any charges within the country designated for delivery by Buyer. Buyer shall bear responsibility for all such taxes, duties, and/or charges.
3. Risk of Loss; Delivery Charges. Title to the Goods passes upon delivery to Buyer, and thereafter all risk of loss or damages are the responsibility of Buyer, provided however, that deliveries by common carrier are F.O.B. shipping point, title passes to Buyer upon delivery to the carrier, and thereafter all risk of loss or damage is the responsibility of Buyer.
4. Time Not of the Essence. Seller will endeavor to deliver the Goods by any agreed date or within any agreed period. These dates and periods, however, are only estimates given in good faith and, consequently, Seller will not be liable for any failure to deliver the Goods by such a date or within such a period. Time for delivery will not be of the essence.
5. Installment Sales. Each shipment or delivery of any Goods will be deemed to have been sold under a separate and independent contract. Failure by Seller to deliver any installment will not entitle Buyer to treat the Agreement as repudiated.
6. Configured Goods. Goods are configured by Seller to the specifications of the given manufacturer part number using manufacturer-original new, like-new, bulk or refurbished parts. Configured goods may contain remanufactured parts, components, or materials equivalent to new in performance.
7. Seller Warranties. Goods sold by Seller are not manufactured by Seller, and Seller has made no affirmation of fact or promise relating to the Goods. All warranty claims shall be asserted exclusively against the manufacturer of the Goods. EXCEPT AS TO TITLE, THERE ARE NO WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE APPLIES TO THE GOODS.
8. Buyer Representations. Neither Buyer nor any of its Affiliates (i) is, or is controlled by, a "restricted party" within the meaning of the Anti-Terrorism Laws, (ii) has received funds or other property from, or engaged in any other transaction with, a restricted party, or (iii) is the subject of any action or investigation under any Anti-Terrorism Law. Buyer and its Affiliates are in compliance with the Anti-Terrorism Laws. Neither Buyer nor any of its Affiliates, or any of their respective officers, directors, employees, agents or other representatives, has taken any action that violates or will violate the Foreign Corrupt Practices Act (FCPA), or any similar law to the extent applicable. Buyer shall not: (i) conduct any business or engage in any transaction or dealings with any "restricted person" including the making or receiving any contribution of funds, goods or services to or for the benefit of any restricted person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the USA PATRIOT Act, the OFAC Sanction Programs, or any other Anti-Terrorism Law.
9. Limitation on Liability. Seller's liability on any claim relating to the Goods or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, will not exceed the price allocable to such Goods. SELLER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOST DATA OR ANY DAMAGES TO THIRD PARTIES PAID BY BUYER, LOSS OF WARRANTY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES.
10. Returns. Buyer may return defective Goods for replacement or refund (as elected by Seller) within 30 days of purchase. Non-defective, special order products are normally not accepted for return; other returns are handled on a case-by-case basis in Seller's sole discretion. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after the date of issuance, and returns of non-defective normally stocked items in resalable condition will be accepted for credit subject to a restocking charge of no less than 15% of the sales price.
11. Authority/Agency/Solvency. Unless otherwise expressly disclosed in the purchase order from Buyer to Seller, Buyer warrants that it is purchasing the Goods as part of a bona fide commercial transaction in which the Goods are intended for resale to an end user or reseller; that Buyer is not entering into the transaction for the purpose of obtaining information about Mosaic Technology, its vendors or its customers; and that Buyer is not acting as the agent for or on behalf of any other Company.
12. Security Interest. To secure payment of the sales price of the Goods and all other obligations of Buyer under this Agreement, Buyer hereby grants to Seller a security interest in the Goods and all products and proceeds thereof. Seller is authorized by Buyer to take such action as may be appropriate to perfect the security interest granted herein. Buyer agrees to execute any additional documents necessary to perfect such security interest.
13. Waiver and Modification. No waiver or modification of this Agreement will be binding upon Seller unless agreed to by Seller in a signed writing. Failure by Seller to enforce strict compliance with this Agreement will not constitute a waiver of any of the provisions of this Agreement.
14. Severability: Force Majeure. If any provision of this Agreement is or becomes void or unenforceable for any reason then the validity of the remaining provisions will not be affected. Seller will not be in breach of this Agreement because of delays or nonperformance caused by circumstances beyond its reasonable control or other force majeure.
15. Choice of Law; Jurisdiction; Waiver of Jury Trial; Attorney Fees. This Agreement will be governed by the laws of the State of New Hampshire (without regard to principles of conflict of laws). Any claims arising out of or related to this Agreement or the Goods shall be brought exclusively in Rockingham County, New Hampshire; provided that if the Goods or Buyer are not located in Rockingham County, New Hampshire, Seller may also bring suit at the location of the Goods and/or the Buyer. Buyer submits to the jurisdiction of all such courts. BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE, DEFEND, CONSTRUCT OR OTHERWISE CONCERNING THIS AGREEMENT OR THE GOODS. If it is necessary for Seller to commence collection efforts against Buyer for any indebtedness due or to otherwise enforce this Agreement, Seller will be entitled to recover from Buyer its reasonable attorneys' fees and costs, including the reasonable fees of in-house counsel.
16. MOSAIC TECHNOLOGY CORPORATION IMPORT AND EXPORT CONTROL COMPLIANCE PROVISION: Import Clearance and Documentation. Distributor/Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Distributor/Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations. Import Documentation Requirements. Distributor/Customer shall provide the following information for each item shipped: * Correct Harmonized Tariff Codes * Product Description * Value per item * Country of Origin - Documents to be sent to: AccountsReceivable@mosaictec.com. Export Controls. (i) Distributor/Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations. (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government. (iii) Distributor/Customer acknowledges that transfers of Product and any related parts, components, accessories, know-how and technology may be fully with the terms of any licenses, license exceptions or authorizations and to provide Mosaic Technology Corporation access to records needed to confirm such compliance upon request. (iv) Distributor/Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.