



Sales Terms and Conditions

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

GENERAL

PT. Esprite Nomade ("Seller") hereby offers for sale to the buyer named on the invoice hereof ("Buyer") the products listed on the invoice hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt and payment of Invoice will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

PAYMENT TERMS

Terms of payment are 50% on order, 25% on the start of production and 25% before delivery of the goods on the site (storage space) before delivery. A finance charge of 1.5% will be charged to any balance not paid within 30 days. Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. If installation or shipment has been made against this rule and payments are not made by the Buyer, the Seller has the right to take back the products up to the amount not paid for. The Buyer will give permission to its staff to let pass the Esprite Nomade carrier to deliver or pick up the goods without any delay.

Unless otherwise stated, all orders will be invoiced at the Company's prices in effect on the date of shipment, which purchaser agrees to pay. Prices do not include sales, use, excise, import, export, value added or taxes. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

SHIPPING/HANDLING/RISK OF LOSS

Shipping is ex Works Bali, Indonesia unless otherwise agreed between both parties. Product prices do not include shipping packing and handling. PT. Esprite Nomade will provide a quotation with a reputable carrier and appropriate means of shipment. Any contract will always be between the buyer and the shipping company. PT. Esprite Nomade will not bear any responsibility for any price increase by the shipping company. The shipping company will determine the type of container and arrange for suitable packing of goods for transportation and delivery. We are making a load plan based on previous experience and if any changes in the design the result of the load plan will be different. Risk of loss or damage to Products in transit is the Customer's. In the event of Product damage or loss during transit, it is the responsibility of the Customer to file a claim with the carrier. Goods are to be inspected upon tender by Buyer. The signature of the Buyer or it appointee shall be equivalent to acceptance of the goods. Claims or shortages must be made within five days after receipt of goods.

INSTALLATION and ASSEMBLY

Installation and assembly videos and handbooks shall be provided for by PT. Esprite Nomade. Buyer shall be responsible for all necessary flooring, water, gas, and electrical hookups including (MEP), but not limited to, providing all necessary lines, adapters, and or necessary parts needed and related to MEP to install product. These include the toilets to be installed, shower pole and showerheads, kitchen sink, and all cables ready to be installed to the frame. Mechanical, Electrical and Plumbing staff needs to be finished before the tents are set up. In case of an Air Conditioned tent, the Buyer is responsible to buy and install. PT. Esprite Nomade provides the drawings and the type of AC needed.

An installation agreement and cost estimate can be made on request. Our team will assemble the tents in the therefore allocated time, and under normal conditions. To set up one-tent takes 1 to 2 days, depending on the size. Any delays in construction, whether it be the weather conditions or late arrival of the shipment due to the carrier, or any other reason for delays are not the responsibility of PT. Esprite Nomade, and extra cost related to the delays will be paid for and charged based on a daily waiting or installation fee. The installation team will come to the site when 100% guaranteed accessibility and availability of the location where the tents are to be set up. Every time the team arrives and the location is not available Esprite Nomade will charge normal daily fees until the available date and Buyer will take care of lodging and food for the staff. Waiting time cannot be more than 2 days, if more than 2 days the staff will return to home base and the transportation cost will be paid for by the Buyer. Esprite Nomade is a tent manufacturer and not a contractor. Any work related to contract and building work is the responsibility of the Buyer. This includes the building of the deck, the foundation and all Electrical Mechanical and Plumbing

Once flooring and basic MEP are ready, the installation of the tent frame can start either by Esprite Nomade team as per what is agreed or installed by the Buyer and their team following the video and handbook instructions sent by Esprite Nomade. The electricity cables and lighting are installed before Esprite Nomade staff covers the tent with its fabrics. Once one tent is done MEP installs the extended electricity cables to the roof frame while Esprite Nomade continues adding the wall panels before the last ceiling fabric cover has been installed. Esprite Nomade provides Buyer with detailed drawings for the platform/deck as well as all MEP drawings. The foundation poles will be delivered before Buyer installs the floor. When interiors are part of the order, the toilets, shower pole, bathtubs will be delivered by Esprite Nomade to the site for Buyers MEP staff to install at the same day the tent frame is being installed.

STORAGE

On occasion, PT. Esprite Nomade may at its sole discretion agree to store merchandise paid in full for a limited period of time. It is solely PT. Esprite Nomade's right to determine the duration of the storage period. In the event that a customer does not return to PT. Esprite Nomade's warehouse to collect the merchandise after the agreed upon date of the storage term, PT. Esprite Nomade reserves the right to:

- A. Charge the customer a packing fee (to be determined by PT. Esprite Nomade) to store the merchandise. These charges are due in full upon the customer returning to collect the merchandise. Merchandise will not be released until all fees have been paid.
- B. Charge a monthly storage fee per item (prices to be determined by Esprite Nomade Ltd). All unpaid invoices may incur a late fee penalty to be determined by PT. Esprite Nomade Merchandise will only be released to the customer once all storage and penalty fees have been paid in full.

PT. Esprite Nomade assumes no responsibility for any damage or loss to purchased merchandise stored beyond the agreed upon storage period.

In the event that goods remain unclaimed for a period of 12 months from the purchase date, PT. Esprite Nomade reserves the right to sell and dispose of the purchased goods at its own discretion and no reimbursement will be given to the customer.

Trademark

The trademarks of PT. Esprite Nomade, branded Escape Nomade "Living Without Walls" and legally affiliated brands including the look and feel is owned by PT. Esprite Nomade and our affiliates may not be used without our written consent. Trademarks include but are not limited to the PT. Esprite Nomade name and logo, graphics, logos, page designs, button icons, scripts, product names or descriptions of PT. Esprite Nomade products, services, and programs, and those of our affiliates. All other trademarks that appear here are the property of their respective owners and are governed by their proprietary policies and the laws of Indonesia and cannot be used by Buyer unless a separate contract has been made.

As a customer of PT. Esprite Nomade, we permit you to electronically print hard copies of our materials with the sole purpose of placing an order with PT. Esprite Nomade Intentional or unintentional commercial use of any elements or information relating to the PT. Esprite Nomade is strictly prohibited unless express permission is attained in advance.

MOCK UP COST

When a prototype needs to be made to test out the weather circumstances and location conditions, all cost incurred during the installation process such as changes or additions will be paid for by the Buyer. Depending on the changes and improvements that need to be made, the specified extra cost of the prototype price is additional to the original price and can add 50% - 100% to the original price. The additional cost is to be paid in full upon receipt of the invoice.

DELIVERY; CANCELLATION OR CHANGES BY BUYER

The Products will be shipped to the destination specified by Buyer. Seller will have the right, at its election, to make

partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller.

TITLE TO PRODUCTS AND RISK OF LOSS

Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the buyer's shipping address; provided, that all and final bills have been paid. All products remain the property of PT. Esprite Nomade until final balance has been paid.

INDEMNIFICATION BY SELLER

By Seller

PT. Esprite Nomade is not responsible to pay for any claims, injury of persons or damage to property on the Buyer's premises.

By Buyer

Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

ENTIRE AGREEMENT

The terms and conditions herein may NOT be altered, supplemented, or amended by the use of any additional documents or terms that claim to be an agreement of the parties. Any attempt to supplement or amend these terms and conditions or to enter an order for Product(s), which is subject to additional or altered terms and conditions, shall be null and void.

CUSTOMER'S INSPECTION

Customers are advised to inspect all products received from Esprite Nomade to insure accuracy. Esprite Nomade guarantees its products to be dimensionally accurate and in conformance with customer approved and/or customer supplied plans and drawings.

If upon receipt of the goods by purchaser the same shall appear not to conform to the purchase order, purchaser shall within forty-eight (48) hours after receipt thereof notify the Company of such condition and afford the Company a reasonable opportunity to inspect the goods and make any appropriate adjustment or replacement. The remedies afforded purchaser under the paragraph entitled "WARRANTY" shall be the exclusive remedies for the defective goods whether or not discovered upon inspection by purchaser. Purchaser therefore shall not delay payment for the goods pending their late inspection or for any other reason not agreed on. Purchaser cannot change or amend the Sellers sales conditions and apply Buyers rules.

The Company's sole liability and the exclusive remedy shall be, at the Company's option, the repair or replacement of the Product within the one year Warranty period. Beyond the one-year period parts of the composition of the tents can be bought separately. The Company makes no additional representations or warranties, express or implied, regarding the Product and/or its use. Purchaser assumes the responsibility for the selection of the Product as being adequate for and appropriate for purchaser's purposes.

PRODUCT SPECIFICATION

PT. Esprite Nomade continually updates and revises Products. PT. Esprite Nomade may revise and/or discontinue Products at any time. Changes between what is shipped and what is described in marketing materials (ads, catalogs, specification sheets, etc.) are possible.

RETURN POLICY/RA#

Shipping, packing and handling is not refundable. Damaged and missing parts are non-returnable, but shall be replaced within the 15-day limit of reporting. A photocopy of your invoice must accompany your return. Customer shall be responsible for and prepay all shipping charges and shall assume all risk of loss or damage to Product while in transit to PT. Esprite Nomade's return address.

ORDER/SHIPPING ERROR

If you receive a package in error or receive the wrong Product(s), please contact us within 48 hours of receiving the package to arrange for a pickup and re-shipment of the correct Products with no charge for shipping. It is the customer's responsibility to make sure the ordered Product is correct. Return freight is non-refundable for improperly placed orders.

DELIVERY AND PICK UP

PT. Esprite Nomade may deliver according to the terms stated herein at the location designated by the Buyer. In the event Buyer authorizes access through adjacent properties for delivery, Buyer is required to obtain permission from the owners of such adjacent properties for such use and Buyers agree to hold Seller harmless for any liability or damages incurred as a result of the use of such adjacent properties.

LIMITS OF LIABILITY

Esprite Nomade is responsible for manufacturing products in a manner conforming to customer approved dimensional accuracy, customer approved materials selection and for manufacturing products to Industry Standards. All value added manufacturing labor, materials, installation, freight or other efforts performed by anyone other than Esprite Nomade is the sole responsibility of that person, company, or organization. If a product supplied by Esprite Nomade is found to contain a manufacturing defect, Esprite Nomade will replace the product found to be defective. Esprite Nomade is not responsible for any consequential damages incurred or to be incurred in connection with any products sold, including but not limited to the cost of labor, the lost productivity, delay damages, management time, capital costs, materials, installation, freight, or any other costs incurred or to be incurred, without limitation. The purchaser of Esprite Nomade' products recognizes and understands that the obligation of Esprite Nomade is to only replace the product found to be defective is the sole remedy arising out of this Agreement.

Esprite Nomade warrants its products for a period of one (1) year from the date of original product manufacture. Certain fabrics, materials, and other components used in the fabrication of Esprite Nomade' products may carry warranties and prorated warranties of differing lengths provided by their manufacturer(s). In all cases, Esprite Nomade warranties do not exceed one (1) year from the date of original product manufacture. Esprite Nomade' warranties specifically exclude product damage or personal injury due to neglect, improper use, improper installation, or improper maintenance and for damage or injury due to acts of nature. PT. Esprite Nomade passes on the fabric supplier's limited 5 and 10-year warranties to the Buyer.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT OF EXTREME WEATHER CONDITIONS.

MANUFACTURER'S INSPECTIONS

The materials used by Esprite Nomade are known to be First Quality material goods. All value added labor performed by Esprite Nomade has been inspected by Esprite Nomade unless otherwise specified; Esprite Nomade does not inspect roll goods or other products requiring no manufacturing. Esprite Nomade is not responsible for the quality of Customer Furnished Materials (CFM) received or other materials not provided by Esprite Nomade.

CUSTOMER/TECHNICAL SUPPORT

PT. Esprite Nomade expects its technical support people will be able to handle problems involving PT. Esprite Nomade Products. However, PT. Esprite Nomade's support people may not be able to understand or resolve a particular problem not related to their required skills as tent installers. While PT. Esprite Nomade may be able to assist you and may make recommendations, they are NOT authorized to vary or waive this disclaimer. Purchasers must determine for

themselves the suitability and compatibility of the products in each and every particular instance. The technical support is for the tents and its interiors not for building, construction of the decks, MEP and other not related to “tents” and “interiors”

VENUE/GOVERNING LAW/WAIVER OF JURY TRIAL

Governing Law: All disputes will be governed under the laws of Indonesia without regard to its conflicts of laws and principles. Any action arising under this Agreement must be brought within one (1) year from the date of first proof that the cause of action arose.

ATTORNEYS' FEES

In any action or proceeding between or among the parties hereto to interpret or enforce any of the provisions hereof, the prevailing party shall, in addition to any other award of damages or other remedy, be entitled to reasonable attorneys' fees and costs.

HEADINGS

The section headings used herein are for convenience or reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

FORCE MAJEURE

PT. Esprite Nomade shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failures, or any other causes beyond the control of PT. Esprite Nomade Quantities are subject to availability. In the event of shortage, PT. Esprite Nomade may allocate sales and deliveries at its sole discretion.

MISCELLANEOUS

(a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties shall be governed by and construed in accordance with the laws of Indonesia, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction according to Indonesian law, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

BY PLACING AN ORDER, THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THE FULL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

WAIVER/INVALIDITY

Failure of PT. Esprite Nomade to insist upon strict performance of any provisions hereof shall not be deemed a waiver of its right and remedies. If any provision of this Agreement is deemed by a court to be unenforceable, the remainder shall stay in effect.

PT. Esprite Nomade