

Terms and Conditions of Sale

Payment Terms

Net thirty (30) days from date of invoice, unless otherwise stated.

Prices

All prices are F.O.B. Seller's plant and do not include transportation costs or any applicable Federal, State and Local Sales or Excise Taxes or other surcharges unless otherwise specifically indicated. Notwithstanding anything herein to the contrary, prices are subject to increase, immediately upon notice by Seller, due to taxes, tariffs, duties or manufacturer or supplier price increases.

Payments

Remittance should be made to A-T Controls, Inc. P.O. Box 934100 Atlanta, GA 31193-4100 unless otherwise stated. If the financial condition or credit of the Buyer at any time shall, in the judgment of the Seller, not warrant shipment of products ordered, the Seller may at its option require full payment prior to shipment or refuse to ship and terminate any order outstanding without liability to Buyer.

Design

The Seller or the Seller's manufacturers reserve the right to make design improvements without notice.

Warranty

The Seller warrants its product against defects in material or workmanship, when used on those services approved by the Seller, for a period of one (1) year from the date of original shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services. The Seller's liability under this warranty shall be limited to repair or replacement at Seller's option of such defective products, F.O.B. factory, upon proof of defect satisfactory to Seller. Seller shall have no further liability for damages of any kind, including but not limited to personal injuries and property damage, resulting from use of Seller's product. This warranty is expressly in lieu of all other warranties, either expressed or implied, including any implied warranty or merchantability or fitness for any particular purpose.

Seller shall not be responsible for providing working access to the nonconforming Products, including disassembly and re-assembly of non-Seller supplied products, or for providing transportation to or from any repair facility, all of which shall be at Buyer's risk and expense. Seller's warranty obligations hereunder shall not apply if the non-conformity or failure was caused by (a) failure to properly store or maintain the Products, goods, or serviced equipment or items; (b) the unauthorized modification, repair or service of the Products, goods, or serviced equipment or items; (c) utilization of replacement parts not manufactured or supplied by Seller; or (d) use or handling of the Products, goods, or serviced equipment or items in a manner inconsistent with Seller's recommendations. Further, Seller's warranty obligations under this section terminate if (a) Buyer fails to perform its obligations under this Agreement, or (b) Buyer fails to pay any charges due Seller. Seller does not warrant any goods, equipment or parts not manufactured by Seller and Seller shall assign the applicable manufacturer's warranty for the same to Buyer, without recourse, at the time of delivery, provided such warranties are assignable. Seller shall have no obligation hereunder with respect to any Products which (a) are comprised of materials provided by or a design specified by Buyer; or (b) have failed as a result of ordinary wear and tear.

THIS SECTION SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING PRODUCTS, GOODS, EQUIPMENT, PARTS, SERVICES, REPAIRS, OR RENTAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS SECTION, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Disclaimer

Due to continuous product improvements, we reserve the right to modify or change design without incurring any liability to furnish or install such modifications or changes on products previously or subsequently sold.

Cancellations and Returns

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL GOODS AND PRODUCTS ARE NON-RETURNABLE AND NON-CANCELLABLE BY BUYER WITHOUT EXCEPTION UNLESS APPROVED BY SELLER PRIOR TO RETURN AND SUBJECT TO SELLER'S THEN IN EFFECT RESTOCKING/CANCELLATION FEE AS PROVIDED BY SELLER IN WRITING WITH RETURN APPROVAL. ALL APPROVED RETURNS ARE LIMITED TO STANDARD STOCKED ITEMS IN NEW AND RESALEABLE CONDITION PER SELLER'S SOLE AND REASONABLE DISCRETION. **Claims**

All claims for corrections must be made within ten (10) days after delivery of goods.

Shipment and Delivery

Shipping Terms are F.O.B. Seller's shipping point. Shipment dates are based on the Seller's best estimate only. The Seller will exercise his best efforts to ship on schedule, but shall not be liable for any damages or loss caused by any delay in delivery, including but not limited to delay caused by strikes, flood, fires, accidents, inability to obtain sufficient materials or products from suppliers, supply chain delays, inability to obtain sufficient labor, or any legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department or office thereof. The responsibility for goods lost or damaged in transit rests with the carrier.

Destination Control Statement

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Modifications or Additions of Terms and Conditions

No modification of, addition to, or waiver of any of the terms and conditions stated here in shall be binding upon the Seller, except by the written consent of an authorized officer of the Seller.

Acceptance

Any order by Buyer placed pursuant to a quotation is subject to acceptance and acknowledgement by Seller or the Seller's manufacturers. If Buyer accepts any portion of the merchandise ordered, he will be deemed to have assented to the terms and conditions stated herein.

Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE: (I) FOR CLAIMS OR DAMAGES TO THE EXTENT ARISING FROM THE ACTS OR OMISSIONS OF BUYER OR ANY THIRD

PARTIES NOT RELATED TO SELLER; (II) FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR (III) FOR DAMAGES IN EXCESS OF AMOUNTS ACTUALLY PAID BY SELLER'S INSURERS.6

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