

ATAS International, Inc. TERMS AND CONDITIONS

APPLICABILITY: The following terms and conditions apply to the sale of goods and services by **ATAS International, Inc.** ("Seller") to the applicant ("Buyer") named on page 1 of the application. **By signing on bottom of this document, the Buyer agrees that s/he has read and accepts Seller's Terms and Conditions.**

STANDARD TERMS:

1. Initial orders will be shipped with payment in advance unless open terms have been established.
2. Standard terms are Net 30 days from date of invoice, subject to credit approval.
3. Returned checks will result in a \$50.00 per check charge and all applicable discounts and allowances will be voided.
4. All discounts and allowances that are part of Seller's terms will be cancelled if remittance is not made within Seller's terms.
5. Accounts past agreed upon terms are subject to a service charge of 1.5% per month and/or loss of open terms going forward.
6. All freight and handling charges and sales tax are excluded from discounts.
7. Except for warranty claims, no other claims, charges, etc. will be accepted after 72 hours of shipment of goods.
8. Buyer shall pay the gross amount of any sales, use, excise, value-added or other similar tax applicable to the price, sale or delivery of any product by Seller, or Buyer shall furnish Seller with a valid and appropriate resale or tax exemption certificate with the order; \$100 service charge will be added if certificate is not supplied with the order.

QUOTATIONS: Quotations are valid for 30 days. Seller reserves the right to modify Quotation at any time.

ORDER PLACEMENT: Orders may be placed using customer order forms; however, all customer terms and conditions shall be superseded by the Seller's terms and conditions, unless expressly agreed to in writing by the Seller.

CREDIT & CREDIT WORTHINESS: Seller may withdraw or extend additional credit privileges at its sole discretion. Seller reserves the right to demand payment prior to production if Seller deems it necessary. If during the performance of this agreement, Seller has reasonable doubt that Seller will be paid for Seller's materials, Seller has the right to stop production or delivery of these materials or terminate this agreement without liability for any losses, which that may cause.

MATERIALS SELECTION: Seller assumes no responsibility for selection and installation of materials. No warranty is implied or expressed for installation or suitability. Oil-canning appearing during and after installation is not just cause for rejection of materials. Fabrication/installation of Seller products shall be deemed as acceptance of material.

SHIPPING & HANDLING: Seller reserves the right to decide on the method of shipment of materials. All shipments are ex-works Seller plant or Seller designated shipping plant, making the handling of carrier claim's the responsibility of the consignee. Failure of Buyer to provide complete instructions and/or directions to Seller at its office at least four (4) days prior to date of shipment will extend shipping time to next available time for Seller to deliver after complete shipping instructions are received. Buyer acknowledges and accepts that all delivery dates provided by Seller are good faith estimates that may be impacted by factors including, but not limited to, change order requests, vendor material shortages, and delays in freight. Furthermore, Seller will not be responsible for any delay or failure to fabricate or deliver materials resulting directly or indirectly from fire, other casualty, acts of God, embargo, transportation stoppage, labor unrest, inability to secure materials from suppliers, or any other situation beyond Seller's control.

LOST, DAMAGED OR SHORT SHIPMENT: Consignee must accept all shipments, regardless of condition. Refusal of a shipment only complicates claim handling and does not relieve Buyer of their financial responsibility. If damaged or shortage, note on the delivery receipt and request the freight company to make a damaged inspection report. Use invoice covering the original shipment to support the claim with the freight company. The Buyer is responsible for both the original shipment and the replacement shipment, since the freight claim will be reimbursed to the Buyer. The copy of the Bill of Lading covering each shipment shows the number of packages picked up by the freight company and caution should be used to ensure that only those materials received are acknowledged when signing. If a shortage occurs, note on the delivery receipt and ask the freight company to trace the lost materials.

CLAIMS and LIMITS OF LIABILITY: No claim of any kind shall be greater in amount than Seller's sales or agreement price with reference to the goods concerning damages claimed. Failure to give written notice of claim within 72 hours from shipment of goods shall constitute a waiver by Buyer of all claims in respect to such goods. In no event shall Seller be liable for incidental or consequential damage. No charges of any kind, either for labor, expense or otherwise, suffered or incurred by the Buyer in replacing defective goods, or occasioned by them, will be accepted. Furthermore, if customer/Buyer's material is not used after 1 year, the material shall be considered abandoned. Seller is not responsible for any direct or consequential loss or damage resulting from delays, or any other reason.

RETURNS and BACK CHARGES: Seller will not accept returns or back charges unless Seller has previously authorized them in writing. All returns must have a Return Authorization Number prior to returning any material. See <http://www.atas.com/terms-of-use> for Freight Claim Procedures; contact Seller for the Return Authorization Number and to file initial claim. Seller makes no warranties that the material meets any specific construction or installation requirements. The Buyer agrees to indemnify and hold Seller harmless from all losses, claims, injury to persons or property damages and expenses (including Attorney's fee) arising out of the use or misuse of the material. Buyer will be responsible for all legal and professional fees and expenses incurred by Supplier, regarding these Terms & Conditions.

STORAGE: Buyer shall pay any demurrage or storage charges incurred by Seller as a result of Buyer's failure to take possession of goods. Seller will not be responsible for condition of materials delivered after being stored as a result of Buyer not taking initial delivery as scheduled.

CANCELLATION: All orders cancelled prior to the start of production will be charged 15% of the agreement price plus engineering charges and the cost of any special materials ordered or manufactured for this project. The customer will be billed for the portion of material processed or ordered including transportation, engineering, and related costs, for all orders cancelled after the start of processing.

CHANGES: At any time, Seller reserves the right to change Terms and Conditions without prior notification. Typographical errors are not binding and are subject to correction.

GOVERNING LAW: This agreement shall be construed and enforced in accordance with the laws of the State of Pennsylvania, irrespective of the location of the work performed by Seller or the location of the site to which the goods are shipped. The parties agree that the exclusive jurisdiction and venue for any dispute that may arise out of this agreement shall be in Lehigh County, Pennsylvania.

Applicant agrees that s/he has read and accepts Seller's Terms and Conditions, and that said Conditions are incorporated into this Agreement and take precedence over any Terms and Conditions contained in the Buyer's purchase order or subcontract. The applicant further states that s/he is authorized and empowered to enter into this agreement binding the applicant to all of the Terms and Conditions listed above.

Buyer/Company's Legal Name: _____

Buyer's Signature and Date: _____