



Atlas Machine & Supply, Inc.

Terms and Conditions of Sale

All of Atlas Machine & Supply, Inc ("Seller") price lists, quotations, order confirmations and acknowledgments, and sales invoices relating to the sale of industrial products, service and or repairs as it relates to those or any other products or for the rendering of services by seller to the buyer ("Customer") are subject to the following terms and conditions:

Acceptance of Terms. Seller's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth in these "Terms and Conditions of Sale". Customer's assent to these terms and conditions shall be presumed from customer's receipt of Atlas "Terms and Conditions of Sale" or from customer's acceptance of all or any part of the goods or services ordered unless otherwise provided in the scope of work. No addition or modification of terms and conditions shall be binding upon Seller unless agreed to by Atlas Management in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in this "Terms and Conditions of Sale", Seller's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by Atlas Management of any of the terms and conditions contained in this "Terms and Conditions of Sale". Any additional inconsistent or different "Terms and Conditions of Sale" or Conditions of Purchase of Buyer contained in Buyer's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Atlas Machine & Supply, Inc.

Substitutes, Changes and Improvements. With Customer notification and approval, Seller may at its option, furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority or unavailability of materials from suppliers. Details of design and construction as stated in the quotation may be only approximate and are therefore subject to revision by Seller. If any changes in the layout or arrangement for Product are desired or required by conditions of which Seller was unaware or which were unforeseen at the time the quotation was submitted, the price is subject to revision.

Equipment Installation. When specified in Seller's quotation, the services of a competent service technician to supervise the starting and/or installation or erection of the equipment and /or to instruct the Purchaser's representative in its operation are included. These Services will be supplied for the specified number of days. If such Services are required for a period in excess of that time, the Purchaser will pay for such additional Services at the specified rate per day plus additional living expenses and travel expenses as may be incurred by reason of the extension of the period of service. Supervision of installation shall run concurrently with dryout time, start up time and instruction of the Purchaser's personnel. When installation, assembly or erection is specified in the quotation, Purchaser shall deliver all of Seller's material to erection site, obtain all necessary licenses and permits and pay all inspection fees. Also Purchaser shall provide, at its expense, the following: erection site; all building modifications, pits, covers, grates, stairs, ladders, rails, foundations, floor reinforcements and bolts, footings, shims, grouting; cleared floor space maintained free of water, debris and obstructions on ground and overhead; safe and convenient storage area adjacent to the installation site for Seller's equipment and material; crane with operator, and all electric current, compressed air, fuel, clean water, drains, sewers, ventilation, hoods, stacks, terminal circuit breakers, cut-off valves, etc. as required for erection or installation, and operation at the site of erection. Purchaser shall also supply all indirect supplies (fluids, oils, filters, electrical switches and supplies, etc.) as they relate to the said service except for those expressed in the original quote. The current, and kind of electricity, and the pressure and quality of fuel, air, water, etc. shall be maintained within the specifications set forth in the quotation. If work is required in freezing or severe weather, Purchaser will furnish heat and covering as required by Seller for suitable installation progress. Seller may delay such installation or erection until work conditions at installation site have been prepared so as to permit work to proceed without interruption due to elements or other causes. Surplus materials supplied by Seller remain Seller's property and will be disposed of by it. Seller will not be responsible for work done or material furnished by the Purchaser for Seller's benefit without written orders signed by authorized representatives of both parties at agreed-upon total rates. Back charges will not be recognized without Seller's prior written acceptance of such charges and approval of amounts.

Payment Terms. For customers with approved credit, **standard open account terms are net thirty (30) days from date of shipment.** If credit is not established, please include payment with order or purchase through Visa or MasterCard. Seller shall have the right of set-off, offset and deduction for any sums owed. If customer fails to make payment within thirty (30) days after shipment, Seller may defer shipments and or service until such payment is made, or may at its option cancel all or any part of unshipped order and/or other unshipped orders. A service charge of 1.5% per month (18% per annum) or the maximum permitted by law, whichever is less, shall be added to past due balances. If at any time the financial condition of the Purchaser does not justify the terms of payment specified, Seller may demand full or partial payment and other assurances in advance before proceeding with the work, or at its option without prejudice to other remedies, Seller may defer delivery or cancel this contract. If delivery is deferred, the Products may be stored and Seller may submit a new estimate and cost for completion based upon prevailing conditions. A standard storage fee of \$10 a day will be charged to all items or equipment in which the work or delivery is delayed in excess of 90 days. Higher storage fees may apply to larger items.

Payment Terms for Large & Installed Jobs. Pending credit approval and at the discretion of Atlas Management, terms for large jobs and equipment purchases by Seller may be considered. Upon approval, these terms will be as follows:

25% advance payment due with order
25% halfway point of production
50% due upon delivery.

Atlas Management reserves the right to modify and or accelerate the above pay schedule as credit and conditions warrant. All other payment terms and remedies apply as stated above.

Sales Tax. Seller is required to charge applicable state and local tax on every item for which sales tax exemption certification has not been provided. When ordering please indicate clearly which items are tax exempt and provide your tax exempt number and a copy of said certificate. Customer assumes all tax liability when certificate is presented.

Credit Balance. Customer agrees that any credit balance issued will be applied to purchases from Seller Management within one (1) year of its issuance. If not applied within one (1) year, any balance remaining will be subject to cancellation and Seller Management shall have no further liability. No cash payments shall be made for unapplied credits.

Shipping Charges. All products shall be shipped F.O.B. shipping dock. Freight is prepaid and added to merchandise shipped (before tax and freight), unless otherwise stated, to customer's place of business anywhere in the contiguous United States, using routing of choice. Customer must pay any extra charges incurred for additional services, such as customer's carrier or special handling at the destination. If any item is backordered, on an order qualifying for freight prepayment, that item will be shipped prepaid. Title and risk of loss pass to customer on delivery to the carrier. If product was damaged in transit, customer must file claim with carrier.

Limited Warranty Parts & Equipment. New equipment and parts are warranted only to extent of that which is provided by the Original Equipment Manufacture (OEM). No other warranties expressed or implied exist. Products, components and services provided by OEM have different warranty specifications, including the period during which the product is warranted after date of purchase. Contact Seller for details on the specific warranty period and limitations for the item(s) purchased. Any product that is returned to Seller requires a "returned goods authorization" with shipping costs prepaid. Returned products under warranty, as determined by Atlas Management will be expedited through the OEM for credit.

Limited Warranty Labor. Atlas guarantees workmanship of all labor & material provided up to the purchase price of contracted said labor & material up to twelve (12) months or the normal useful life of the repair, which ever is the lesser. No other warranties or guarantees exist. Atlas will not be responsible for liquidated damages outside its control nor outside the scope of its insurance's liability.

Warranty Disclaimer. The limited warranty is Seller's sole warranty. Descriptions in product literature or elsewhere are not warranties. No warranty or affirmation of fact, express or implied, other than as set forth in these Terms and Conditions is made or authorized by Atlas Management.

Limitation of Liability. Any liability for consequential, indirect or incidental damages arising from breach of warranty or any other reason is expressly disclaimed. Seller's liability in all events is limited to, and shall not exceed, the purchase price paid.

Force Majeure. Seller Management shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to produce product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Seller in the conduct of its business.

Cancellation. Cancellation or returns must be first approved in writing by Seller, and are subject to restocking fees and other charges determined exclusively by Atlas Management. Items that are partially completed or a work in process will be billed on a cost plus 25% basis.