



Terms & Conditions

Terms:

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

Prices:

All prices are F.O.B. Seller's plant Cincinnati, Ohio and do not include any applicable Federal, State and Local Sales or Excise Taxes or other surcharges unless otherwise specifically indicated. All prices subject to change without notice.

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 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.

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.

Returns:

No goods may be returned without Seller's or Seller's manufacturers written permission. In issuing credit for such shipments, Seller reserves the right to deduct a minimum handling charge of 25%.

Claims:

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

Cancellations:

The Buyer may cancel upon the written consent of the Seller's manufacturers but the Seller is entitled to reasonable cancellation charges including but not limited to labor expended, materials, obtained or expended, reasonable overhead expenses.

Shipment and Delivery:

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, 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.

Purchasing Privacy Conditions:

1. Parties agree to provide adequate safeguards with respect to the protection of the privacy of individuals for the processing of personal data in the course of the Agreement.

2. If the performance of the Agreement by Supplier is related to the processing of personal data for which Pon is responsible, Supplier will strictly adhere to the provisions of the Pon Data Protection Agreement and to any and all applicable relevant laws and regulations in respect of the protection of personal data. The Pon Data Protection Agreement will be attached, when applicable, by Pon to these general purchasing terms and conditions and signed by Supplier.

3. Non-compliance or a breach by Supplier of the Pon Data Protection Agreement entitles Pon to terminate the Agreement with immediate effect.

Sales Privacy Conditions:

1. Parties shall render their full cooperation in order to enable the other party to fulfill its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.

2. In performing its obligations in the course of the Agreement, Supplier shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Customer.

3. Supplier shall process personal data relating to Customer only on behalf of Customer, in so far as required for the performance of its obligations under the Agreement.

4. Supplier shall implement appropriate technical and organizational measures to protect personal data relating to Customer against unauthorized or unlawful processing.

5. If deemed necessary, the Pon Data Processing Agreement shall be attached as Attachment to these Terms and conditions of sale by Supplier and signed by Customer.

