



6670 Spring Lake Road, Keystone Heights, FL 32656 | Phone: 352-473-6673 | Web Site: aatomega.com

## CUSTOMER TERMS AND CONDITIONS

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form. No additional or different terms apply unless expressly agreed to in writing by AAT Omega, LLC (Seller). Seller hereby gives notice of its objection to any different or additional terms. Buyer accepts these terms and conditions with the selection of Seller to perform on the referenced quotation.
2. All sales are made f.o.b. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Buyer has risk of loss after delivery at f.o.b. point.
3. Shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or; without limitation by the foregoing, any cause beyond Seller's reasonable control.
4. A) If the goods sold hereunder are the products of manufacturers other than Seller, Seller makes no warranty, express or implied, concerning such products. As respects Seller, such goods are sold with all faults, but Seller shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of any products as may prove defective in workmanship or material.
4. B) If the goods sold hereunder are the products of Seller, they shall be warranted in accordance with the "warranty" paragraph appearing in the applicable, published selling policy in effect as of the date of the order, which policies are hereby incorporated by reference into this agreement.
4. C) The warranty expressed in this paragraph 4 is exclusive and in lieu of all other warranties, express or implied, including any warranties of merchant ability and fitness for purpose.
5. If in Seller's judgment, the financial condition of the Buyer at the time products are ready for shipment does not justify the terms payment specified, seller reserves the right to require full payment in cash before shipment or delivery.
6. Since third-party products sold by Seller are not manufactured by it but are sold under their respective manufacturers' brand or trade names, Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such product.
7. This order may be canceled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
8. Seller shall not be liable for special, indirect, incidental, or consequential damages. The remedies of Buyer set forth herein are exclusive and the liability of Seller with respect to any contract or sale of anything done in connection therewith, whether in contract, tort (including Seller's negligence), under any warranty or otherwise, shall not exceed the price of the product or part on which such liability is based.
9. The prices shown do not include any sales, use or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added to such prices and the Buyer agrees to reimburse Seller for any such taxes or charges. Seller reserves the right to revise its pricing if the scope of work or period of performance has changed. Seller reserves the right to correct estimating and clerical errors.
10. Net payment due per the terms of the final invoice. Down payment may be required. Terms subject to acceptance of Customer Credit Application.
11. No sales representative of Seller has authority to alter, vary, or waive any of the foregoing standard conditions.
12. Buyer agrees in consideration of Seller's execution of this contract that any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action within twelve (12) months after the delivery of the products or other event, action or inaction to which such claim relates. This provision shall survive any termination of this contract, however arising.
13. Neither party shall be liable to the other for consequential or indirect damages, including, without limitation, loss of profit, loss of use, cost of capital or business interruption, irrespective of whether liability is founded on breach of contract or tort (including negligence and strict liability).
14. Buyer and Seller agree that with respect to all claims, demands, and causes of action, suits or other litigation concerning injury to or death of a person, or damage to property of Buyer, in any way arising out of, associated with or related to work performed by Seller: Buyer shall be responsible for, and shall defend, indemnify and hold Seller harmless against Buyer's negligence (whether sole, comparative, contributory or concurrent) and Buyer's liability without fault; and Seller shall be responsible for and shall defend, indemnify, and hold Buyer harmless against Seller's negligence (whether sole, comparative, contributory or concurrent) and Buyer's liability without fault
15. Default: Notwithstanding any other provisions of the agreement between the parties, including Federal Acquisition Regulation (FAR) clauses which may have been incorporated by reference, failure by customer to make payments due and owing under this contract shall constitute a breach of the contract. In the event of such nonpayment, Seller is not required to continue performance of the contract. Failure to perform by Seller as a result of such nonpayment does not constitute a basis for default termination and does not entitle customer to excess costs of re-procurement or any other related termination costs.