

# Conditions of Sale & Ordering Instructions

The following standard Terms & Conditions apply unless otherwise stated in the attached proposal

## TERMS

Net 30 days, U.S. Funds - Subject to credit approval.

## SHIPPING CHARGES

All products are sold F.O.B. Auburn Hills, Michigan - Freight Collect. Air ride required for electrical panels.

## ORDER ACCEPTANCE:

All orders are subject to acceptance by the home office of the Company. Accounts will be opened only after approval of credit.

## SHIPPING PROMISES:

Time required for shipment is based on estimates and conditions prevailing at time of quotation. Shipping promises date from day of receipt of an order complete with sufficient parts for testing and complete manufacturing details at Auburn Hills, Michigan. All agreements as to delivery are subject to the contingencies of floods, fires, strikes, accidents or other causes of delay beyond our control. In the event of the occurrence of any such contingencies and its consequent inability to supply to total demands for Atlas Copco products. The Company may allocate its available supply among any and/or all Buyers, as well as departments and divisions of the Company, upon such basis as the Company may deem fair and practical, without liability for any failure of performance which may result therefrom.

Delivery to a common carrier or licensed trucker shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer.

The shipping date specified in the proposal may be an approximate date based on current production conditions.

The Seller will not be liable for any damages suffered by the Buyer due to non-delivery of equipment or material covered by this quotation.

Shipment delays for reasons beyond our control, due to lack of engineering information, process changes, or inability to obtain tryout parts, will subject prices to inflationary factors relative to a new, extended delivery date.

## PLACEMENT OF ORDER:

Place orders with the Atlas Copco Tools and Assembly Systems Customer Center from which you received the proposal. Please reference current proposal number and part numbers on proposal. Unless otherwise stated in this proposal, the prices quoted herein are exclusive of all sales, use, and similar taxes and, whenever applicable, such taxes will be added to the invoice as separate items.

## FORCE MAJEURE

Any delay or failure by the Seller to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the Seller and without its fault of negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days.

## CONTRARY TERMS AND CONDITIONS

All orders shall make reference to Seller's proposal number. Seller's proposal expressly limits acceptance to these terms and conditions. Seller objects to terms and conditions additional to or different from these terms and conditions, whether or not material, any acceptance of Buyer's order is expressly made conditional upon Buyer's assent to these terms and conditions. No change in or waiver or modification of any of the provisions of this instrument, or any addition or deletion, will be accepted by or binding upon Seller unless in writing and signed by an authorized representative of Seller at its home office. The provision of any purchase order or other writing inconsistent with the terms and conditions stated herein shall not constitute a part of this contract. The terms and conditions of this instrument are intended by the parties as the complete, exclusive and final expression of their agreement, and any understandings, representations or agreements outside the provisions of the instrument do not constitute any part of or in any way affect this contract.

## CANCELLATION

Orders are not subject to cancellation except without the written consent of the seller given by an authorized representative of the seller, and are subject to then-mutually agreed upon cancellation charges which will compensate the seller for all losses, including loss of profit on such project, resulting from such cancellation. Cancellation charges are outlined below:

Standard ACTA assemblies	Subject to 30% Restocking Fee
Manufactured parts, Engineering, Assembly and Test Labor	Cost Plus 20%
Non-Returnable Items	Full Cost Absorption
Non-standard O.E.M. components	If returnable, subject to 30% return fee If not returnable, full cost absorption
All drawings specific to the project would be returned to the customer	

## NOTICE

Any notice relating to this contract shall be considered given if and when deposited in the U.S. mail, postage prepaid and addressed to the other party at the address given herein.

## EXPIRATION

This proposal expires sixty (60) days from its date and, in the interim, is subject to change upon notice.

## FINAL SALE

This product is built special for the customer. Upon shipment and installation all sales of this system are considered final, no credits or returns will be accepted.

## PROPRIETARY INFORMATION

All specifications, drawings, designs, trade secrets, technical data, programs, and software that may be developed or improved during the performance of seller's services ordered by Buyer are copyrighted property. The above, as well as all other information, regardless of form, marked confidential (but not including information in the public domain) which are disclosed by seller to buyer shall be the sole and exclusive property of seller. Buyer agrees to retain all such proprietary information in confidence and not disclose it to third parties.

This quotation is based upon information and specifications received at the time of quotation. Lacking complete part prints, sample parts and related specifications, Atlas Copco Tools and Assembly Systems, Inc. reserves the right to re-quote should changes be necessary.

Thank you for the opportunity to propose our world class products and services. Please visit us on the World Wide Web at [www.atlascopco.com/tools/us](http://www.atlascopco.com/tools/us) <<http://www.atlascopco.com/tools/us>> for more company and product information.