

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. The price does not include any tax or any other governmental charges, unless the price indicated by Seller specifically lists such tax or governmental charge as a line item.

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 (special) | Full Cost Absorption |
| • Non-standard O.E.M. components | If returnable, subject to 30% return fee; If not returnable, full cost absorption |

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.

WARRANTY

ACTA Standard warranty applies. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

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.

LIMITATION OF LIABILITY

ACTA's cumulative liability arising out of, or in relation to or resulting from the order or contract or the performance or breach thereof, or the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, service, operation or use of any product or service shall be limited to the actual purchase price amount paid by buyer to ACTA for the specific product/service giving rise to the claim, whether a claim is based on warranty, contract, negligence or otherwise.

NO CONSEQUENTIAL DAMAGES

ACTA shall not be liable for any consequential, indirect, incidental, or special damages (including but not limited to loss of profits or revenue, loss of total or partial use of the products or services, downtime costs, and delay cost) howsoever arising, whether a claim is based on warranty, contract, negligence or otherwise, regardless of whether ACTA was advised, knew, or should have known of the possibility of such damages.

This quotation is based upon information and specifications received at the time of quotation. Lacking of proper information, time, parts or assistance necessary 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>> for more company and product information