

Legal Notices - Terms and Conditions of Sale of Merchandise

Advanced Tracking Technologies, Inc.

1. Company shall mean and refer to Advanced Tracking Technologies, Inc., a Texas Corporation.
2. By signing an invoice or an open account, supply or other agreement with Company; asking for a Quote; placing an Order; accepting delivery of Merchandise and/or paying Company for Merchandise, Customer shall be bound by these Terms and Conditions of Sale of Merchandise with respect to any purchased Merchandise.
3. Any terms or conditions of sale proposed by Customer, whether in Customer's purchase order or otherwise, that are inconsistent with the Standard Terms and Conditions shall not be binding upon Company, whether or not Company accepts a purchase Order or ships Merchandise.
4. An Order by Customer is not binding until accepted by Company at its home office. After Company accepts an Order, Customer may not cancel or modify the Order in whole or in part without Company's prior written consent, which Company may condition upon an adjustment of prices and/or other terms and Customer's reimbursement of Company's costs, damages and/or a handling charge in connection with the Order. A fee of 15% of the purchase price will be charged for all orders cancelled prior to shipment.
5. Customer shall pay Company the standard price for Merchandise published by Company on the date Company accepts Customer's Order or any other price expressly Quoted by Company to Customer.
6. A Quote is valid only for an individual Order and for thirty (30) days unless another time period is specified in the Quote.
7. Pricing includes Company's standard packaging, labels and raw material and production costs; it does not include the following, which Customer shall pay (Company may prepay the following charges and add them to the invoice price for reimbursement by Customer): federal, state and local sales, use, excise and other taxes; customs duties; freight; special packaging; and any insurance desired by Customer.

8. If Customer is exempt from an applicable tax or duty, then Customer must provide Company with a valid exemption certificate before shipment of Merchandise.
9. Company shall ship Merchandise to Customer F.O.B. place of shipment, with packaging and carriers as designated by Company, unless otherwise specified in an accepted Order. Company's title to Merchandise passes to Customer upon delivering the Merchandise to the carrier for shipment, with the carrier acting as Customer's agent. Customer assumes the risk of loss and damage of Merchandise during transit and shall be responsible for obtaining insurance, if desired. Any shipping or delivery dates indicated by Customer or Company are estimates only, and Company shall have no liability to Customer for failure to complete or deliver an Order by the date indicated or for any damages of Customer of any kind arising from a delay. In its sole discretion, Company may ship an Order in partial installments, in which case Company may invoice Customer for each separate installment. If Merchandise is damaged in transit, then the responsibility to file and prosecute damage claims with the carrier shall lie with Customer, if the Merchandise is sent freight collect, or with Company, if Company prepays freight charges and adds them to an invoice. In the latter case, Company will not consider any claim for Merchandise damaged in transit unless Customer provides Company with the following information in writing promptly (**but in no event later than 10 days**) after Customer receives the Merchandise: evidence of receipt of Merchandise shipment signed by Customer and indicating the damage; and details regarding the shipment, including date of purchase, invoice number and any return authorization number (obtained from Company's customer services department). Except for defective Merchandise, Customer may not return Unopened Merchandise to Company without Company's prior written consent. If a return is authorized, then Customer shall return the Merchandise as set out in the **RMA Terms and Conditions. All returned Merchandise requires a Return of Merchandise Authorization.** The procedure for and terms and conditions of Return of Merchandise Authorization for Unopened Merchandise and for Diagnostic Services are contained in the **RMA Terms and Conditions.**
10. No course of prior or current dealings between the parties and no usage of trade shall be relevant to supplement or explain any of these Terms and Conditions of Sale of Merchandise.
11. If Company becomes liable to Customer hereunder for any reason, the total liability of Company (including its subcontractors and suppliers) for all claims, whether in contract, tort (including negligence, willful misconduct and product liability), or otherwise, arising out of, connected with, or resulting from the manufacture, delivery, repair, replacement, maintenance, training, or use of any Merchandise item of software shall not exceed \$75.00.

12. If Customer exports the Merchandise outside the United States of America, Customer agrees to comply with all relevant laws and regulations, whether of the U.S. or otherwise, limiting or prohibiting the export of goods.
13. Company shall not be liable to Customer for any breach or delay due to events beyond Company's reasonable control, including, but not limited to: acts of God; civil disturbances; weather related disruptions; labor shortages or disputes; the unavailability of materials; or failures or delays in energy or transportation.
14. Photocopies and facsimile transmissions of documents and Quotes shall be effective as originals.
15. To the fullest extent permitted by law, and except as explicitly provided otherwise, these Terms and Conditions of Sale of Merchandise and any disputes arising out of or relating hereto, will be governed by the laws of the state of Texas without regard to its conflict of law principles. Venue for any dispute arising hereunder shall be in the Texas State Courts of Fort Bend County, Texas, and Customer expressly consents to jurisdiction there; ATTI shall have the sole option of bringing suit or transferring suit to the United States District Court for the Southern District of Texas, Houston Division, and Customer consents to jurisdiction there.
16. The Quote, the final Order accepted by Company, and the Standard Terms and Conditions of Sale of Merchandise represent the complete and final expression of Customer and Company regarding Company's sale of Merchandise to Customer and supersedes all prior oral or written discussions, representations and agreements of the parties with respect to the subject matter hereof.
17. No employee, agent or representative of Company has authority to modify the Terms and Conditions of Sale of Merchandise or to make any representation or warranty concerning the Merchandise.
18. These Terms and Conditions of Sale of Merchandise shall be severable and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect.