

Adhesives Technology Corp. TERMS & CONDITIONS

Unless otherwise noted in writing, these terms and conditions apply on all standard **ATC** brand sales.

FREIGHT

Due to the volatility in freight costs the following is a guide at time of publication only. Please check with a sales representative for prevailing minimums. Transportation charges are prepaid from the warehouse of **Adhesives Technology Corp's** (hereinafter referred to as **ATC**) choice, to one destination in the continental United States on qualifying orders of \$1500 and will be the carrier and routing of **ATC's** choice. All other orders are F.O.B. warehouse of shipment. The customer is required to pay any additional fees including (but not limited to) lift gate, limited access, appointment or residential delivery charges.

All bulk adhesives ship F.O.B., warehouse of shipment, however, special pre-negotiated prepaid terms may apply on large volume shipments. **ATC** reserves the right unconditionally to alter this policy prior to any order confirmation. All Hard-Rok & Jet Patch cementitious products are F.O.B. point of warehouse. Any deviation from this policy must be agreed to by **ATC** and the Customer at the time an order is entered, and cannot be altered thereafter for said order.

MINIMUM ORDER

Minimum order shall be \$150, based on **ATC's** current Net Customer Prices. Orders of less than \$150 will be processed with a \$150 Net Invoice.

TITLE AND RISK OF LOSS

Risk of loss shall pass to the Customer upon delivery if **ATC** is paying freight. If the customer is paying freight risk of loss passes once the customer's freight line or own delivery vehicle picks up the merchandise. Until payment is made in full by Customer for the product, title to the product shall remain with **ATC**. Until the total purchase price for the product sold hereunder is paid by Customer, **ATC** shall be and is hereby granted by the Customer, a purchase money security interest in such product. The Customer further agrees to execute such financing statements and other documents as **ATC** may reasonably require in order to perfect such security interest. The Customer authorizes **ATC** to file such financing statements with respect to such security interest without additional signature of the Customer wherever such filing any financing statements required by **ATC** in order to perfect its security interest herein provided for.

RETURNS

Materials returned for credit or exchange will be accepted only under the following conditions:

1. Materials must be returned within 60 days from the invoice date. Returns of promotional items, custom orders, non-stock items or discontinued products, as defined at the sole discretion of **ATC**, is not permitted.
2. Prior to returning any product to **ATC**, an approval and a return authorization number must be obtained from **ATC**. Freight carrier and routing must also be approved by **ATC**. All transportation charges must be paid by the customer.
3. Materials received by **ATC** without prior approval and authorization number will be returned, freight collect, to the Customer. The return authorization number must be printed on the outer carton.
4. If **ATC** determines the product to be defective, the Customer's account will be credited, including the appropriate freight charges.
5. Materials returned for credit or exchange are subject to a minimum restocking charge of 20% plus freight expenses originally incurred by **ATC** in the delivery of said materials. All returns must be in saleable condition. The restocking charge may be greater based on the condition of the product when it is received by **ATC** or because of other circumstances surrounding the return.

TERMS

ATC's standard terms of sale are Net 30 days from date of invoice, payable in U.S. funds. Any invoice remaining unpaid beyond **ATC's** stipulated terms date will be assessed a finance charge which will be indicated on the invoice and/or on a statement listing past due invoices. Any and all costs resulting from, or incurred in connection with the collection of any monies due from the buyer, including court costs, appellate court costs and reasonable attorney's fees will be the responsibility of the buyer.

Credit cards will only be accepted as payment for invoices of \$1,000 or less.

All information is believed to be accurate as of 5/24/19

Information is subject to change without notice.

Not responsible for typos, errors or omissions.

Visit www.atcepoxy.com for most current up to date information

1. Additions to orders already processed can only be made prior to that order being shipped. If order has shipped, the addition will be treated as a new and separate order and all standard rules and conditions regarding minimums, freight, etc. will apply.
2. Cancellations from unshipped or partially shipped orders may, at the sole discretion of **ATC**, result in charge backs to the Customer.
3. Special orders are not subject to cancellations.

DELAY

ATC shall not be liable for any failure or delay in delivery caused by any reason beyond the control of **ATC** or its suppliers. Definition of control is at the sole discretion of **ATC**. In the event of delay deemed by **ATC** to be under its control, liability is limited to a maximum of \$150 or the cost of shipping the delayed materials expeditiously, which ever is less, and at the sole discretion of **ATC**.

DISCLAIMERS/WARRANTY

Adhesives Technology Corporation (**ATC**) warrants to the Buyer that this product is in good quality and conforms to the manufacturer's specifications in force on the date of manufacture and when used in accordance with the Manufacturer's Printed Installation Instructions (MPII) and when stored as directed in the technical literature. Manufacturer cannot warrant or guarantee any particular method of use, performance or application under any particular condition and Buyer is responsible for determining the suitability of intended purpose and assumes all risks therein. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** **ATC** shall not be liable for any injury, loss, cost of labor or consequential damages either directly, indirectly or incidentally, arising out of the use or misuse of any product sold by **ATC** or another distributor. If the product is proven to be in nonconformance with the manufacturer's specifications, the Buyer's sole remedy shall be a refund of the purchase price or replacement of product.

DIFFERING AND/OR ADDITIONAL TERMS AND CONDITIONS OF SALE

All orders are subject to acceptance by **ATC**, and may be refused by **ATC** at its sole discretion. These terms and conditions constitute the full agreement between the parties. Any additional, difference or contradictory terms or conditions which might be contained in the Customer's purchase order form shall not be of any effect, and shall not be part of this agreement between the parties without express written consent by **ATC**.

VENUE

Venue shall be in Broward County, Florida for any actions taken under these terms of sale.

ACCEPTANCE OF TERMS AND CONDITIONS

Purchase of any product sold through **ATC** implies complete and unconditional acceptance by purchaser of terms and conditions of sale as stated herein.

CUSTOMER CREDITS

All invoicing disputes that require a customer credit must be resolved within sixty days of receipt of invoice. **ATC** must be notified of all discrepancies in shipping within 72 hours.

C.O.D. SHIPMENTS

\$250 minimum order applies to all C.O.D. Shipments in excess of \$500 must be paid by cashiers check or money order.