



3505 Hutchinson Rd., Cumming, GA 30040

1-800-633-0405 fax: 770-889-7876

www.automationdirect.com

Terms and Conditions of Sale

1. TERMS OF PAYMENT

Net 30 days on all invoices. Buyer will pay all sales, use, customs, excise, or other taxes associated with this transaction. Unpaid invoices will accrue interest at a rate of 1.5% per month, or the highest rate allowed by law.

2. PAYMENT, PRICE, SHIPPING TERMS

Seller shall have the continuing right to approve Buyer's credit. Seller may at any time demand advance payment, additional security or guarantee of prompt payment. If Buyer refuses to give the payment, security or guarantee demanded, Seller may refuse to deliver any undelivered goods and Buyer shall immediately become liable to Seller for the unpaid price of all goods delivered & for damages as provided in Paragraph 5 below. Buyer agrees to pay Seller cost of collection of overdue invoices, including reasonable attorney's fees incurred by Seller in collecting said sums. EXW Seller's Warehouse applies to all shipments.

3. DELIVERY, TOLERANCES, WEIGHT

Upon due tender of goods for delivery at Seller's Warehouse, all risk of loss or damage and other incident of ownership pass to Buyer, but Seller retains a security interest in the goods until purchase price is paid. All deliveries are subject to weight at shipping point which shall govern.

4. WARRANTIES

IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES BY THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SELLER GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED HEREIN, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller specifically does not warrant the accuracy of sufficiency of any advice or recommendations given to Buyer in connection with the sale of goods hereunder.

5. DEFAULT

Buyer shall be liable for Seller's damages including loss of reasonable profits, caused by Buyer's default hereunder. If Seller, upon Buyer's default, repossesses or retains any goods sold hereunder, Seller's damages shall be the contract price of the goods plus freight, storage, handling & all other disposal costs incurred, less the then-current reasonable scrap value of the goods.

6. REMEDIES

If goods supplied are not merchantable, Seller at its option may replace them or refund the purchase price upon their return. Buyer shall not return goods until Seller has had reasonable opportunity to investigate goods, and then only after receiving Seller's written shipping instructions. *THIS SHALL BE BUYER'S EXCLUSIVE REMEDY.* Buyer further agrees that Seller will not be liable for any lost profits nor or any claim for demand against Buyer by any other party.

7. FORCE MAJEURE

Seller shall not be liable for any damages resulting from: any delay or failure of performance arising from any cause not reasonably within Seller's control; accidents to, breakdowns or mechanical failure of machinery or equipment, however caused; strikes or other labor troubles, shortage of labor, transportation, raw materials, energy sources, or failure of usual means of supply; fire; flood; war, declared or undeclared; insurrection; riots; acts of God or the public enemy; or priorities, allocations or limitations or other acts required or requested by Federal, State or local governments or any of their sub-divisions, bureaus or agencies.

8. WAIVER, MISTAKE

Seller's waiver of any provision herein or any breach thereof, shall not constitute a waiver of any subsequent breach thereof, nor of any other provision herein. Seller may correct any errors herein, on any invoice issued to Buyer, or on its published price sheets, and such correction shall operate to amend this Agreement.



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9. CHOICE OF LAW AND ARBITRATION

This contract is deemed to be made in the State of Georgia. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Atlanta, GA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

10. CONFLICTING PROVISIONS

Buyer expressly WAIVES all provisions contained in any of Buyer's correspondence or forms involved in this sale which negate, limit, extend or conflict with provisions herein and agrees that this Agreement constitutes the entire contract between Buyer and Seller except as expressly negated, limited, or extended by Seller IN WRITING and signed by an officer of Seller.