



## TERMS AND CONDITIONS:

1. **Acceptance:** The sales contract incorporating these terms and conditions becomes a binding contract on the terms set forth herein, when it is accepted by acknowledgment or commencement of performance. This contract can be accepted only on the exact terms set forth herein (including the modes of acceptance specified in the immediately preceding sentence) and no terms which are in any manner whatsoever additional to or different from those set forth herein shall become a part of or in any way alter this contract without the express written consent of Atlantis Technologies LLC, a Pennsylvania corporation ("ATLANTIS").
2. **Terms of Payment:** Unless otherwise stated on the invoice face ATLANTIS's domestic terms are net 30 days after the date of ATLANTIS's invoice. INTEREST WILL BE CHARGED AT THE RATE OF 1 1/2% PER MONTH OR THE MAXIMUM LEGAL RATE, WHICHEVER IS LESS, ON PAST DUE ACCOUNTS AFTER 30 DAYS FROM DATE OF INVOICE. Export terms require a confirmed irrevocable letter of credit to be opened by Purchaser at its expense including bank confirmation charges through a prime US bank unless otherwise specified. All letters of credit shall be in favor of and acceptable to ATLANTIS, shall be maintained in sufficient amounts and for the period necessary to meet all payment obligations, shall be irrevocable and shall be issued or confirmed by the bank to ATLANTIS within sixty (60) days after acceptance of the order by ATLANTIS, shall permit partial deliveries and shall provide for pro-rata payments upon presentation of ATLANTIS's invoices and certificate of delivery, or of delivery into storage with certification of cause therefor, and for the payment of any cancellation charges. Boxing, cartage, freight, insurance, handling, labor, rental and similar expenses are net cash upon receipt of invoice. All deliveries are at ATLANTIS's docks at its plant in Oakdale, Pennsylvania, unless otherwise specified in ATLANTIS's sales order or quote. In the event that collection of invoices is placed in the hands of an attorney, Purchaser agrees to pay all reasonable costs and attorney's fees.
3. **Prices:** Prices in effect at time of delivery will apply unless otherwise stated in writing. Cost of export boxing and preparation is based on 3% of total net price. ATLANTIS's minimum charge for export boxing is \$15.00.
4. **Limited Warranty, Remedy, Disclaimer:** ATLANTIS warrants that for a period of one year from the date of delivery equipment manufactured by ATLANTIS shall be free of defects in materials and workmanship under normal use and service, and provided the equipment is installed, operated and maintained in accordance with instructions supplied by ATLANTIS. THIS LIMITED WARRANTY IS ATLANTIS'S SOLE AND EXCLUSIVE WARRANTY. If a defect in ATLANTIS's equipment appears within one year from the date of delivery, and Purchaser has given written notice of such defect within thirty (30) days from the discovery thereof, ATLANTIS will repair or replace the defective part, at its option. ATLANTIS requires the return to a designated ATLANTIS location, of the defective part, transportation prepaid, to establish Purchaser's claim. A return goods authorization must be received prior to the return of the defective part. No allowance will be made for repairs undertaken without ATLANTIS's written consent or approval. This limited warranty does not cover normal wear, or wear caused by or related to abrasion, corrosion, abuse, negligence, accident, faulty installation, or tampering which impairs normal operation of the equipment. This limited warranty applies only to equipment manufactured by ATLANTIS. Warranties, if any, on equipment manufactured by others including but not limited to electric motors (if applicable), are assigned to the Purchaser by ATLANTIS (without recourse) at time of delivery. Any descriptions of the equipment drawings, specifications, and any samples, models, bulletins, or similar material, used in connection with this sale are for the sole purpose of identifying the equipment and are not to be construed as an express warranty that the equipment will conform to such description. Any field advisory or installation support is advisory only. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL NOT APPLY. ATLANTIS'S WARRANTY OBLIGATIONS AND PURCHASER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. The Purchaser's sole and exclusive remedy, whether based upon warranty, contract or tort, including negligence, will be to proceed under this warranty. All liability of ATLANTIS shall terminate one year from the date of delivery of the equipment.
5. **Limitation of Liability:** ATLANTIS shall in no event be liable for special, indirect, incidental or consequential damages, including environmental damage claims. ATLANTIS's total liability on any claim of any kind arising out of this sales contract shall in no case exceed the price paid by Purchaser for the equipment or the part thereof giving rise to the claim. ATLANTIS disclaims all liability, whether in contract, tort, warranty, or otherwise, to any party other than Purchaser.
6. **Shipping Dates:** The time given for shipment is approximate and is estimated from the date of receipt of the order together with complete manufacturing information and approval of drawings as may be necessary. Partial deliveries shall be permitted.



ATLANTIS shall not be liable for any losses or damages for delay or non-delivery due to the acts of civil or military authority, fuel shortages, acts of the Purchaser or by reason for "force majeure" which shall be deemed to mean all causes whatsoever not reasonably within the control of ATLANTIS including, but not limited to acts of God, war, riot, insurrection, boycott or other civil disturbances, blockages, embargoes, sabotage, epidemics, fires, strikes, lockouts, or other industrial disturbances, delays of carriers, and inability to secure materials, labor or manufacturing facilities. The foregoing extension of delivery will apply even though such cause(s) may occur after ATLANTIS's delivery has been delayed for other causes. If any part of the equipment cannot be delivered when ready due to any cause referred to above, ATLANTIS may place such equipment in storage. In such event (1) ATLANTIS's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Purchaser, (2) any amounts otherwise payable to ATLANTIS upon delivery shall be payable upon presentation of ATLANTIS's invoices and its certification as to such cause, and (3) all expenses incurred by ATLANTIS such as for preparation for and placement into storage, handling, inspection, preservation and insurance, shall be payable by Purchaser upon submission of ATLANTIS's invoices.

The delivery dates are based on standard quality control checks as a part of the normal production sequence. Additional inspection or testing required by Purchaser which affects normal production sequence, will be considered as extending the shipping dates accordingly.

7. **Payments:** The prices specified are in US currency, payable in Oakdale, Pennsylvania exchange free of all expenses to ATLANTIS for collection charges. Pro rata payments shall be made for partial shipments. If delivery is prevented or postponed at the Purchaser's request, or by reason of any other cause set forth specifically or by implication in paragraph 6 above, then all dates of payment related to delivery shall relate instead to the placement of such equipment in storage. Letters of credit or other credit instruments established to provide payment for the equipment shall make provision for payment as set forth above where delivery is prevented or postponed under such circumstances. Storage of such equipment shall be at Purchaser's expense and risk. When in the opinion of ATLANTIS the financial condition of the Purchaser renders it necessary, ATLANTIS may require cash payment or satisfactory security before shipment.

8. **Changes and Drawings:** ATLANTIS reserves the right to change or modify the design and construction of equipment and to substitute other suitable material. ATLANTIS is not required to retrofit units in the field because of an engineering change.

If Purchaser for any reason makes changes within the general scope of this contract which affect the (1) drawings, designs or specifications of equipment being specifically manufactured for Purchaser; (2) method of shipment or packing; (3) place of delivery; and, (4) delivery schedules, and any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule or both. Changes in this contract shall, however, only be considered if they are directed in writing to ATLANTIS by Purchaser's Purchasing Department and accepted in writing by ATLANTIS. On receipt of such written directions ATLANTIS shall within 30 days notify Purchaser of its claim for adjustment.

9. **Cancellation:** The Purchaser may cancel his order only upon written notice and payment to ATLANTIS of ATLANTIS's cancellation charges. Equipment or parts of special design, size or materials are normally not returnable. Written permission must be secured before returning standard equipment or parts, and these returns will be subject to a restocking charge as determined by ATLANTIS. No rubber products may be returned for credit after six (6) months from date of delivery.
10. **Suspension:** If ATLANTIS's performance of the work is delayed for a period of more than six (6) months at the request of Purchaser or by reason of the acts of civil or military authority, or "force majeure", upon removal of the cause for any such delay, performance shall be resumed, delivery will be rescheduled, and the purchase price shall be adjusted to that in effect at the time of resumption of performance subject to such price adjusted clause as may then be applicable. If Purchaser is unwilling to accept the adjusted price and projected delivery date, Purchaser may cancel its order by giving written notice thereof to ATLANTIS at any time within thirty (30) days after Purchaser has been advised of ATLANTIS's adjusted price and projected delivery date and upon payment of reasonable cancellation charges specified by ATLANTIS.