GOODS AND SERVICES SOLD BY ATLANTIC FASTENERS CO., LLC. ("ATLANTIC FASTENERS") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER’S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON ATLANTIC FASTENERS UNLESS AGREED TO IN WRITING BY AN ATLANTIC FASTENERS’ CORPORATE OFFICER. BUYER’S ACCEPTANCE OF SHIPMENT OR PAYMENT OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF ATLANTIC FASTENERS’ TERMS AND CONDITIONS.

PRICE: Prices in effect at time of shipment of Materials or performance of services shall prevail. All prices quoted by ATLANTIC FASTENERS are net and do not include sales, use, excise, value added or similar taxes. Where applicable, such taxes shall be charged to Buyer as an additional cost and paid by Buyer. All prices quoted by ATLANTIC FASTENERS are subject to change without notice and without obligation on the part of ATLANTIC FASTENERS to hold such quotation in effect until otherwise notified by Buyer or until shipment is made. Buyer shall be responsible for payment of all charges and taxes associated with each shipment based on the value and/or weight of the shipment. Additional charges for local delivery may also apply.

PAYMENT TERMS: Unless otherwise agreed in writing, terms of payment are thirty (30) days net, without setoff or deduction. From date invoiced was mailed or Materials are delivered, whichever is earlier. If Buyer’s credit has been approved prior to shipment, Buyer shall pay within five (5) days of shipment. If payment is not received within five (5) days of shipment, all past due balances and charges on all past due accounts and Buyer shall pay ATLANTIC FASTENERS all costs incurred by it in collecting any amounts due and all interest, late charges and other charges. If any charges and/or interest exceed the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accommodate payment. Alternatively, payment may be made in accordance with any other terms which may be agreed to in writing between Buyer and ATLANTIC FASTENERS. Unless otherwise agreed in writing, if Buyer assigns, transfers or otherwise disposes of all or any of the goods or sales proceeds, Buyer agrees to assign, transfer or otherwise dispose of all such obligations and rights to respect to such sales. ATLANTIC FASTENERS SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

DELIVERY: Unless otherwise noted, all sales of Materials are f.o.b. point of shipment and, in all cases, title shall pass upon delivery of Materials. Delivery dates given in advance of actual shipment of Materials or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Buyer shall notify ATLANTIC FASTENERS promptly in writing of any changes in the delivery address or shipping instructions and, if any damage to theMaterials occurs while in transit, Buyer must file claim with carrier immediately.包装, freight and/or any additional costs associated with each shipment based on the value and/or weight of the shipment. Additional charges for local delivery may also apply.

CREDIT BALANCE: Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED TOWARDS ONE OR MORE INVOICES, THEN SUCH CREDITS WILL BE NULL AND VOID. ATLANTIC FASTENERS SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

LIMITATION OF LIABILITY: ATLANTIC FASTENERS MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE EXCLUDED.

HEREBY EXCLUDED:Buyer is responsible for installation and use in accordance with manufacturer’s instructions. Products are sold for commercial use only and are not intended for use by consumers. ATLANTIC FASTENERS specifically disclaims any warranty of fitness for consumer use or installation. ATLANTIC FASTENERS personnel are not authorized to alter this policy.

LIMITATION OF LIABILITY: In no event shall Atlantic Fasteners be liable for any claim for loss or damage arising out of this contract or from the performance or breach thereof, or connected with any Materials or services supplied hereunder, or the sale, resale, operation or use of Materials, whether based on contract, warranty, tort (including negligence) or otherwise, and in no event shall the price allocable to such Materials or services or part thereof involved in the REGARDLESS OF CAUSE OR FAULT. This limitation of liabilities reflects a deliberate and bargained-for allocation of risk between ATLANTIC FASTENERS and Buyer. If for any reason, ATLANTIC FASTENERS would not have agreed to the price or terms of this contract, ATLANTIC FASTENERS shall not be liable for any and all loss or damage due to breach of contract, breach of warranty, tort (including negligence) or otherwise, and in no event shall the price allocable to such Materials or services thereafter incurring or termed to be owed to Buyer. Buyer represents that it is purchasing products and services of a nature that is not intended for use in connection with any nuclear equipment, nuclear materials or nuclear facility or any other application or hazardous activity where failure of a single component could cause substantial harm to persons or property. If so used, ATLANTIC FASTENERS disclaims any and all liability for any nuclear damage, contamination, radioactivity, toxic or hazardous characteristics, or any other harm or damage resulting from such liability whether as a result of breach of contract, warranty, tort (including negligence) or otherwise. If such Materials shall be used in any manner which may result in any non-compliance with applicable export laws and regulations, Customer agrees to indemnify and hold ATLANTIC FASTENERS harmless from any and all claims, costs, expenses, losses, demands, actions, costs, fines, penalties, liabilities, judgments and/or damages in respect of any violation of the Foreign Corrupt Practices Act of 1977, as amended, or to the applicable anti-corruption laws, rules or regulations.

SHIPPING AND FREIGHT: Unless otherwise agreed in writing, all shipments shall be made F.O.B. point of shipment. Buyer shall pay all costs of transportation. For any shipment with a value of $10,000 or greater, if Buyer requests delivery at a location other than the nearest commercial carrier’s point of origin, Buyer shall pay the additional charges. All freight charges and transportation costs incurred in connection with the shipment of Materials hereunder shall be borne by Buyer. Delivery may also apply. Export orders may be subject to other special pricing.

GENERAL DESCRIPTION OF PRODUCTS: Unless specifically agreed to in writing by an authorized officer of ATLANTIC FASTENERS, ATLANTIC FASTENERS are prepared by the manufacturers and available from ATLANTIC FASTENERS immediately upon demand via facsimile or U.S. mail. Please contact ATLANTIC FASTENERS to obtain them or to continue receiving them for all shipments of applicable products.

INVENTORY OR OTHER AWARENESS: Unless specifically agreed to in writing by an authorized officer of ATLANTIC FASTENERS, ATLANTIC FASTENERS makes no express or implied warranty, representation or assurance concerning the availability of any or all of the products or services specified in this invoice. The availability of any or all of the products or services specified in this invoice are subject to inventory, order cycles, production and delivery schedules of the manufacturer or suppliers of the products or services specified in this invoice, which may be influenced by matters outside of ATLANTIC FASTENERS’ control including, but not limited to, raw materials availability, labor shortages, force majeure, power failures, changes in governmental regulations, other civil disturbances, insolvency or other inability to perform by the manufacturer, delay in transportation; or, (iii) other grounds. If, in the opinion of ATLANTIC FASTENERS, any of the foregoing causes shall exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accommodate all such payments.

SUBTESTIONS: INTERCHANGEABILITY: Unless specifically restricted on a purchase order, ATLANTIC FASTENERS reserves the right to interchange an equivalent usable product available in place of the product ordered when the interchange is based on interchangeability.

EQUAL OPPORTUNITY AND LABOR PRACTICES: The contract provisions in Section 202 of Executive Order 11246 and the regulations thereunder promulgated thereunder are incorporated by reference as if fully written with respect to any order. ATLANTIC FASTENERS certifies that the Materials covered by this invoice have been produced in accordance with the Fair Labor Standards Act of 1938, as amended.

SAFETY IN THE FOREST: The parties agree that the products and services sold and delivered hereunder by ATLANTIC FASTENERS are prepared by the manufacturers and available from ATLANTIC FASTENERS immediately upon demand via facsimile or U.S. mail. Please contact ATLANTIC FASTENERS to obtain them or to continue receiving them for all shipments of applicable products.

TITLE TO GOODS: Title to the Materials shall pass to Buyer at the time and place of delivery. Unless otherwise noted, all sales of Materials are f.o.b. point of shipment and, in all cases, title shall pass upon delivery of Materials. Title to the Materials shall remain in ATLANTIC FASTENERS, and Materials furnished by ATLANTIC FASTENERS are sold “AS IS” and “IN GOOD AND SERVICEABLE CONDITION.” Buyer agrees to accept any documents or furnished information necessary to perfect this security interest. A copy of the invoice may be sent to the holder of this security interest. ATLANTIC FASTENERS’ security interest. ATLANTIC FASTENERS may, in its sole discretion require, and Buyer hereby grants to ATLANTIC FASTENERS, a continuing purchase money security interest in all inventory, equipment, and Materials sold by or on account of Buyer to Buyer. Buyer promptly shall deliver to ATLANTIC FASTENERS all such inventory, equipment, and Materials and all products and all proceeds from the sale thereof; and all accounts and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. ATLANTIC FASTENERS’ purchase money security interest is specifically limited to the transaction between ATLANTIC FASTENERS and Buyer.

ASSIGNMENT OR DELEGATION: Buyer shall not assign or delegate any or all of its duties or rights hereunder without ATLANTIC FASTENERS’ prior written consent.