



BUILDING PARTNERSHIPS ONE COMPONENT AT A TIME

TERMS & CONDITIONS OF SALE

1. PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS THE TERMS AND CONDITIONS OF SALE THAT APPLY TO THE PURCHASE OF PRODUCTS FROM ATLANTIC COMPONENTS (ATCOM) ("THE COMPANY"). ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN CUSTOMER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON THE COMPANY UNLESS A SEPARATE AGREEMENT HAS BEEN SIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY. BY PLACING AN ORDER FOR PRODUCTS FROM THE COMPANY, OR BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED ON THE APPLICABLE PACKING SLIP, BILL OF LADING AND/OR INVOICE RECEIVED WITH THE PRODUCTS, YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS OF SALE.

2. **AVAILABILITY AND PRICING:** Product listings, specifications, availability, and pricing are subject to change without notice. Orders are not binding upon the Company until accepted by an authorized representative of the Company. Prices listed and charges discussed herein are in U.S. dollars. The Company reserves the right to refuse service, terminate accounts or cancel orders in its sole discretion. The Company may also change or modify these Terms and Conditions of Sale from time to time without notice.

3. **PAYMENT TERMS:** Standard terms for Customers that are registered businesses and meet the Company's credit criteria are Net 30 days from invoice date. All payments are due within 30 days of the invoice date, without any deductions or setoffs. The Company shall have the right of set-off and deduction for any sums owed. If Customer fails to pay within payment terms, the Company may defer shipments until such payment is made and may, at its option, cancel all or any part of unshipped orders.

4. **OPEN ACCOUNTS/CUSTOMER'S FINANCIAL CONDITION:** A Customer that desires to open a credit account must furnish such information as requested by the Company. The Company reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, or reduce or suspend any credit limit at any time. Company also reserves the right to cancel any order, require payment in advance, or require the Customer to provide adequate assurance of performance, without any liability by the Company, in the event of the Customer's insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Customer, or the execution by Customer of an assignment for the benefit of creditors.

5. **CREDIT CARDS:** We accept credit and procurement cards from American Express®, MasterCard®, VISA®, and DISCOVER®

6. **RETURNS:** Permission for return of products must first be secured from the Company in writing. Products returned without a Return Material Authorization Form will not be accepted. Return Material Authorization Requests showing shipper or invoice number, date, quantities of items and catalog number will be acted upon promptly. All Return Material Authorizations are conditional and are not final until the product is received and inspected by the Company. Credit will be issued at the original price charged less handling and transportation charges, where applicable. Returns may be subject to a minimum 15% restocking charge. All claims for shortages must be made within 72 hours of receipt of product.

7. **INTERNATIONAL ORDERS:** Export orders requiring special handling, packaging, and documentation are subject to additional charges. Export orders are accepted on the basis of payment in advance of shipment by a check in U.S. funds, wire transfer, or credit card. Prices are FOB the Company Warehouse and do not include insurance, freight, brokerage, duty or taxes.

8. **SHIPPING & HANDLING/DELIVERY:** All U.S. domestic shipments are FOB Shipping Point and in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Customer (without regard to which party pays for the shipping costs).

10. **WARRANTY & LIMITATION OF LIABILITY:** Products are sold by the Company with such warranties as may be extended by the manufacturer of the product(s).

11. **DESCRIPTIONS:** All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions or capacity and other details including, without limitation, statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including, without limitation, web sites, invoices or packaging) are intended to give a general idea of the products, but will not form part of this Agreement. If the Descriptions of any products differ from the manufacturers' description, the latter shall be deemed to be correct. The Company relies on such information, if any, as may have been provided to it by the manufacturers of the products and accepts no liability. Products specified as RoHS compliant are done so based on information provided by our suppliers

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12. **INTELLECTUAL PROPERTY RIGHTS:** The products offered for sale by the Company may be subject to patent, trademark, copyright, design and other rights of third parties. The Company shall in no event whatsoever be responsible or liable for any claim of infringement of any such rights.

13. **FORCE MAJEURE:** The Company shall not be liable for loss or damage caused by any delay or failure to perform resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war, risks, shortages, inability to procure or ship product or obtain permits and licenses, insolvency or other inability to perform by the manufacturer, delay in transportation or any other commercial impracticability and/or any circumstances beyond the control of the Company in its business operations.

14. **GOVERNING LAW:** This Agreement and any sales hereunder shall be governed by the laws of the State of Massachusetts without regard to conflicts of law rules and venue shall be in the federal and state courts of Middlesex County, State of Massachusetts, United States of America. The parties expressly exclude the application of the 1980 United Nations Convention of Contracts for the International Sales of Goods, if otherwise applicable.

15. **SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **WAIVER:** The Company's failure to insist on performance of any term or condition contained in this Agreement, or failure to exercise any of the Company's rights hereunder, shall not constitute a waiver of any of the Company's rights or remedies under this Agreement.

17. **Non-Cancelable & Non-Returnable (NC/NR) Products:** Products that are deemed by the Manufacturer will be quoted by the company to the Customer as NC/NR. The Company's standard NC/NR agreement will be signed for each order of product considered to be NC/NR. Any special provisions of the NC/NR agreement will be clearly spelled out in the NC/NR agreement.

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