

ADVANCE CONTROLS, INC. - GENERAL TERMS AND CONDITIONS OF SALE

Possession of any Advance Controls' (ACI) Catalog, CD Rom and/or WEB Page does NOT represent a commitment for sale. These items are for information purposes only and are subject to change without notice. All orders for products or services of ADVANCE CONTROLS, INC., (ACI) are subject to these conditions of sale by the purchaser named below ("PURCHASER").

ORDERS

All orders are received subject to acceptance by an authorized representative of ACI and must be accepted on ACI's Acknowledgment Forms. All orders must be firm commitments giving complete item description, catalog numbers, prices, quantity, shipping requirements, and must be sent to ACI's Corporate Headquarters @ 4505 18th Street East, Bradenton, FL. 34203. Typographical and clerical errors in quotations, orders and acknowledgements are subject to correction.

CREDIT:

To establish a CREDIT ACCOUNT with ACI, PURCHASERS must complete the **CREDIT APPLICATION**. PURCHASER and GUARANTOR authorize ACI to investigate their respective credit history, bank references, and any other information deemed necessary to extend credit. PURCHASER and GUARANTOR authorize their suppliers/banks to release all relevant credit information to ACI. Please note, ACI will not set up a CREDIT ACCOUNT unless it is accompanied by an order. Credit Accounts normally require TWO (2) business days to verify credit information, so please allow ample time for us to process your credit information when you place the order. Purchasers not having established a CREDIT ACCOUNT with ACI must send satisfactory credit information with first order and/or can use Visa, MasterCard or Discover for their purchases. ACI does NOT accept American Express.



TERMS OF PAYMENT:

Payment Terms from Purchasers of satisfactory credit are NET 30 days from Date of Invoice. Discounts of 1% / 10 will be given to customers who pay by electronic transfer (contact ACI Corporate headquarters for more information.) VISA, MASTERCARD and DISCOVER are accepted for Payment of Invoices. ACI does NOT accept American Express. Any account over 30 days past due is subject to interest charges of 1.5% per month (18% APR) on the unpaid balance where allowable by law, as well as attorney's fees, court costs and other costs of collections. Our terms and conditions apply to all orders. We do not accept any deviations from these terms. If PURCHASERS Purchase Order lists terms that are different from the above, we will process the Purchase Order, but ACI will not accept the different terms.

MINIMUM BILLING:

ACI's Minimum Billing is \$75.00 NET - EXCLUSIVE of any Freight Charges.

Orders amounting to less than \$75.00 (exclusive of freight) will be charged a \$25.00 processing fee up to a maximum of \$75.00.

PRICING:

Prices shown in any ACI Catalog, CD Rom and Web Site and all published discounts are subject to **CHANGE WITHOUT NOTICE** and are not to be construed as a definite quotation or offer to sell by ACI. Such publications are maintained only as a source of general information, and any prices shown therein are subject to confirmation with a specific quotation. Specific quotations expire **THIRTY (30)** calendar days from the date of quotation and are valid only when signed by an officer of ACI at its Corporate headquarters. All prices are quoted exclusive of all freight delivery charges, federal, state and local taxes including without limitation all sales, use, excise, personal property or other taxes assessed upon any sales and which ACI is obligated to prepay and shall be added to the purchase price of the equipment. ACI assumes no liability for import duties or other taxes imposed by any foreign country. Price discrepancies must be submitted for review and approval in writing no more than 30 days from the invoice date. Those received after 30 days will not be considered for review. ACI will provide written notification of the final credit adjustment or denial.

SELECTION OF EQUIPMENT:

Because of the variety of uses for the products described in ACI's Catalog, CD Rom and Web Site, those responsible for the application and use of this control equipment must satisfy themselves that all necessary steps have been taken to assure that each application and use meets all performance and safety requirements, including any applicable laws, regulations, codes and standards. Any **DIMENSIONS** shown are approximate. **SPECIFICATIONS** are subject to change without notice and should not be used for construction purposes. All information contained in the Catalog, CD Rom or Web Site is assumed to be accurate and correct at time of distribution. ACI reserves the right to make changes in **DIMENSIONS** and/or **SPECIFICATIONS** at any time without prior notice. ACI assumes NO responsibility for the effects of any such changes.

SHIPMENT AND RISK OF LOSS:

All shipments are F.O.B. Bradenton, FL.

ACI, in the absence of specific direction from PURCHASER before date of shipment, will select the method of shipment of goods. All claims for loss, breakage and damage (obvious or concealed) MUST be made to the Carrier. Claims for shortages or other errors must be made in writing to ACI within 10 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

TRANSPORTATION ALLOWANCES:

When applicable, ACI will prepay and absorb the lowest cost transportation charges to the common carrier free delivery point of first destination only within the United States (except Alaska and Hawaii) on all items listed in the General Catalog as per our standard transportation policy. If case the specific instructions from Purchaser as to routing involves a higher cost than the routing ACI would have normally selected, the extra cost will be billed to the Purchaser. Transportation allowance does not include cartage charges from warehouse or railroad siding to Purchaser's premises or job site, nor does it affect the place of delivery or liability of ACI, which remain F.O.B. the place of shipment, except as modified above.

SHIPPING - PERFORMANCE:

When requested, ACI will establish estimated shipping schedules as closely as practical in accordance with the Purchaser's needs and will exercise diligence in meeting such estimated schedules. However, ACI will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Purchaser (or any third persons) whether occasioned by the deviations in performance or the nonperformance of any of ACI obligations beyond ACIs' reasonable control. Under no circumstances shall ACI have any liability for penalties or other consequential damages of any kind resulting in whole or in part from ACIs' delay in delivering or failure to deliver any equipment to Purchaser as agreed. Should shipment be held beyond scheduled shipping date for the convenience of the Purchaser, ACI reserves the right to bill Purchaser for goods and charges for warehousing, insurance, trucking and other expenses incidental to such delay.

PENALTY CLAUSE:

Contracts which include Penalty or Liquidated Damage clauses for failure to meet shipping promises are not acceptable or binding on ACI, unless such clauses are specifically accepted in writing by an officer or other authorized representative of ACI at its Corporate Office.

CANCELLATION:

Orders may be terminated by the Purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by ACI. Termination charges on completed items will be 100% of the selling price. Any orders deemed as "special" are not cancelable.

ALL INFORMATION AND SPECIFICATIONS PRESENTED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND CARRIES NO LIABILITY FOR ADVANCE CONTROLS, INC. (ACI)

ACIs' policy is one of continuous and ongoing development and improvement, and ACI reserves the right to supply products which may differ in detail from those described and illustrated in this publication. Any change in details or specifications is at the sole discretion of ACI.