



## TERMS AND CONDITIONS

1. Buyer agrees to promptly make payments of all Automation Distribution, Inc. invoices within the terms stated on each invoice.
2. Seller reserves a purchase money security interest in all products sold and the proceeds thereof. This security interest shall terminate as soon as Buyer pays for the products. If payment is not received by Seller within the terms of Seller's invoice, Seller shall have the right, in addition to all other rights provided by law or in equity, to repossess the products sold, wherever they may be. The acceptance of one or more late payment by Automation Distribution, Inc. shall, in no case, be a waiver of this provision.
3. Buyer agrees to pay reasonable and customary attorney and collection agency fees which may be incurred by Automation Distribution, Inc. on invoices unpaid more than thirty (30) days from date of invoice.
4. The terms agreed upon here shall be deemed incorporated into each purchase order issued by the Buyer and each invoice issued by the Seller.
5. Prices: All prices are for immediate acceptance and are subject to corrections of clerical or typographical error. All quotations are subject to change in accordance with manufacturers' adjustments at time of shipment.
6. Delivery: All lead times quoted represent estimated manufacturers' production time or time required to prepare material for shipment, exclusive of transportation time. Delivery time quoted is provided as an estimate only. Automation Distribution, Inc. cannot assume responsibility or accept back charges for late deliveries.
7. Terms of Payment: Orders are accepted on open account only after proper credit has been established and account is current. All invoices against open accounts are due in thirty (30) days. Past due invoices are subject to service charge of 1 – 1½% per month.
8. Warranties: All express warranties and implied warranties of merchantability and of fitness for particular purpose are hereby disclaimed. Seller will transfer to buyer any warranties extended by the manufacturer. There are no warranties, express or implied, which extend beyond this description. Damages are limited strictly to the terms of warranties transferred except that all liability for incidental and consequential damages resulting from the use of the products are disclaimed.
9. F.O.B.: Automation Distribution, Inc. items are sold F.O.B. origin. Risk of loss will pass to buyer at the point of shipment.
10. Shipments and Inspections: When specific shipping instructions are not given, we shall use our judgment to determine the most satisfactory routing. All merchandise should be checked and inspected immediately upon receipt and errors reported at once.
11. Confirmations: Confirming orders must be marked "Confirming." Otherwise, we will not be responsible for the expense and inconvenience caused by the duplication of orders.
12. Governing Law: All orders shall be interpreted under and shall be governed by the laws of the state of Pennsylvania.