



STANDARD TERMS OF SALE

Purchase Orders and Shipments

Customers may purchase products directly from any Access Technologies International, Inc. authorized DEALER or DISTRIBUTOR. The Purchase Order submitted to your Access Technologies International Account Salesperson or Business Consultant must specify the product, quantity, shipping method, and shipping address, as well as your company name, contact name, address, telephone number and fax number. Submission of purchase order is automatic acceptance of the Standard terms of Sale. All prices and product specifications are subject to change without notice.

Access Technologies International will acknowledge the receipt of order, and notify customer of expected shipping date. The ship date is a reasonable estimate, not a guarantee on the part of Access Technologies International. When ATI ships any international order, the customer will be notified by telephone, fax, or email within **3** working days. No product will be shipped without a written Purchase Order. All pricing is FOB, Access Technologies International, Inc. Milwaukee-Wisconsin, USA.

All transactions shall be approved by Access Technologies International, Inc. for any validity.

Payment Terms

Terms of sale are 'Pre-Payment With Order' unless prior credit arrangements are established. If credit arrangements are established, the standard terms of sale at most are Net 30 days. If the customer finds an invoice to be in error, it is the customer's responsibility to notify Access Technologies International, Inc. within **15 days** of receipt.

No shipments will be made to customers that are past due on their account. Accounts past due by more than **45 days** will automatically be sent to a commercial credit & collection agency.

Canceled Purchase Orders

Canceled Purchase Orders are subject to a **25%** cancellation charge if canceled within 15 days. After 15 days, a **45%** cancellation charge will be applied.

Relationship of corporate accounts or parties

The purchase of any Access Technologies International, Inc. products does not in any way create the relationship of joint venture, partnership or agent between Access Technologies International, Inc. and customer. Neither party shall have the power or ability to pledge the credit of the other, nor to bind the other to any contract in the name of, nor create a liability in any way against the other.

Warranty

Access Technologies International's warranty does not extend to any product that has been misused or subjected to improper storage, incorrect installation or maintenance, or alteration or due to environmental conditions in excess of those set forth in the product manuals.

All products sold or licensed by Access Technologies International provides warranty service, repair, credit or exchange. All warranty exchanges or repairs require a Return Merchandise Authorization "**RMA**" from Access Technologies International prior to the warranty exchange. Access Technologies International warrants that its products shall be free from defects in materials and workmanship for a period of **TWO YEARS** from the date of shipment. Satisfaction of the warranty shall be limited to the repair or replacement of the product covered under warranty.



There are no warranties which extend beyond this provision. This warranty is in lieu of all other warranties, whether express, implied or statutory, including implied warranties of merchantability or fitness for any particular purpose. No representation or warranty of the distributor shall extend the liability or responsibility of Access Technologies International beyond the terms of this provision. In no event shall Access Technologies International, Inc. be liable for any re-procurement costs, loss of profits, loss of use, incidental, consequential, or special damages to any person resulting from the use of Access Technologies International products.

Return Merchandise Authorization “RMA”

No merchandise may be returned to Access Technologies International without prior authorization. Unauthorized returns will be refused and returned to sender at the sender’s expense. A customer may request a RETURN MERCHANDISE AUTHORIZATION (RMA) number from Access Technologies International. With an RMA number, the customer may receive either a replacement product or a credit subject to RMA restocking charges. Products returned within 30 days shall be subject to a **25%** restocking charge. Products returned after 30 days and before 45 days shall be subject to a **35%** restocking charge. Products returned after 45 days (from date of shipment) shall be subject to a **45%** restocking charge. Products returned after the warranty term will not be accepted for return. Custom cards will not be accepted nor may be returned for credit.

Title and Risk of Loss

Title and risk of loss shall pass to the customer upon ATI’s delivery of the product to the carrier. All freight charges shall be billed to the customer.

Liability, and Indemnification

Access Technologies International sole liability and the customers exclusive remedy for damages, regardless of theory, shall not exceed the cost of correcting the defect and in no event shall such a liability be greater than the purchase price paid to Access Technologies International for the products. Access Technologies International shall not under any circumstances be liable for special, indirect or consequential damages of any kind.

Customer shall hold Access Technologies International harmless and indemnify from all claims, demands, losses and liability arising out of damage to property or injury to persons occasioned by any acts or omissions of customer and its agents and employees. Access Technologies International will be held safe from and against all claims, demands, losses and liability for costs of fees, including reasonable attorney’s fees, in connection herewith.

Trademarks, logo, and proprietary marks

Customers under the written permission may use the trade name of Access Technologies International, Inc. or any of Access Technologies International, Inc. trademarks, logos, or proprietary marks in connection with the customers sales, advertisements and promotions of Access Technologies International products. Customer specifically disclaims any right to any Access Technologies International trademark or logo.

Fire Safety and Liability Notice

Access Technologies International hereby notifies the installer that card readers should be connected in accordance with all fire and life safety codes or regulations in areas or exit points that requires fire safety.