

Vendor purchase order terms

1. Each Purchase Order ("PO") shall be deemed accepted by Seller if any products are shipped and/or service is commenced (such products and/or services, the "Product(s)") or if the PO is acknowledged by Seller. Product deliveries shall be completed strictly in accordance with terms specified in the PO. Time is of the essence. If no date of delivery is specified, immediate shipment is required. If it appears that Seller may not meet the delivery schedule, Seller shall immediately notify Buyer of the reason for the delay. Seller shall use its best efforts to mitigate the delay by appropriate methods, including overtime and expedited shipment (at Seller's sole expense). Failure by Seller to complete timely delivery shall, at the option of Buyer, relieve Buyer of any obligation to perform hereunder. In addition, Buyer shall be entitled to exercise such other legal rights or remedies as may be available to Buyer.
2. All materials, equipment, drawings, samples or information furnished by Buyer shall remain the property of Buyer, be maintained by Seller in good condition, be used by Seller only for the purpose of complying with this PO, and shall be returned promptly at Buyer's request
3. Seller warrants and represents that (i) all materials or Products delivered hereunder to be of a merchantable quality, fit for their intended purpose, free from defects in design, workmanship, and materials, and in strict conformity with any specifications, drawing, samples or other description furnished or specified by Buyer as part of the PO or contained in any of the Seller's catalogs, advertising or other materials, and (ii) all materials or Products delivered hereunder shall satisfy current governmental safety constraints for toxic and hazardous substances, as well as all environmental considerations applicable to the country of manufacture and sale. Seller further warrants that (i) it will at all times conduct itself in a legal and ethical manner, avoid conflicts of interests, and provide full, fair, accurate, timely and understandable disclosure, and (ii) it provides and maintains a safe and healthy workplace in

accordance with applicable laws and regulations, and (iii) operates its business and facilities in accordance with applicable environmental standards, and (iv) it and the Products it provides hereunder shall comply with all applicable federal, state, provincial and local laws, statutes, rules, acts, regulations, orders and standards (in effect now or in the future and as updated or amended from time to time), as adopted in certain of the United States, applicable to the provision of Products, as they relate to the manufacture, sale, packaging, labeling, handling and transportation of the Products, including those controlling the constituent make-up of the Products, and provision of the services hereunder. Further, Seller warrants that it will timely supply all information needed by Buyer to respond to Buyer's customers' requests for compliance certification as well as information needed for Buyer to achieve or remain in compliance with any applicable law, statutes, rules, acts, regulations, orders and standards (in effect now or in the future and as updated or amended from time to time). These warranties are in addition to any warranties made or claimed by Seller in its advertising or promotional materials and shall survive any inspection of the Products by Buyer.

4. Seller warrants that the prices charged herein are as low as any other price charged by Seller for the same quantity and/or quality of Products and include the same preferential terms (e.g. freight allowances, payment discounts). Changes to Seller's prices must be communicated to Buyer at least sixty (60) days prior to the effective date of the change. All price changes must be accepted by Buyer in writing prior to shipment or invoice of Product at the new price. Payment and discount period will be computed from date invoice is received. Payment terms are 2% 10th net 30th from Buyer's receipt of invoice unless otherwise expressly agreed to by the parties.
5. Transportation charges to Buyer must be as agreed by the purchaser and supported by transportation bill showing weight and rate. Seller shall enclose packing slips in all cases, packages, etc. If a packing slip is not enclosed, Buyer's count shall be accepted as final. Transportation charges must match the quote exactly, and no additional charges will be accepted after receipt of the initial invoice.

6. Seller agrees to pay any taxes imposed by law upon or on account of the Products ordered hereunder, unless otherwise agreed.
7. Unless the PO indicates otherwise, title to the Products herein described and risk of loss shall remain with Seller until such Products are delivered to Buyer's unloading facilities at final destination. FOB terms must match the purchase order. Our standard terms are FOB destination unless different terms are specifically agreed to for corresponding the purchase order.
8. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, officers, employees, agents, contractors, and representatives, from and against all claims, legal proceedings, damages, charges, liabilities, penalties, obligations, and demands (including reasonable attorneys' fees and expenses) arising out of or in connection with any (a) claimed or actual infringement or similar violation, (b) breach of warranty, or (c) acts or omissions of Seller, its employees, agents, and/or subcontractors. Without limiting the foregoing, Seller and its subcontractors shall maintain statutory worker's compensation coverage for its employees and contractors and liability insurance in reasonable limits covering its obligations hereunder. Such obligation shall survive acceptance of such Products or payment therefore by the Buyer.
9. Buyer or Seller may suspend all performance under this PO due to any causes beyond their respective control. In the event of any such disability of Seller, Buyer may cancel this PO without liability to Seller.
10. No waiver or modification of, or exception or addition to, any of the terms, conditions, or provisions contained in this PO shall be valid, including those which may be included in Seller's acknowledgement or confirmation, and any other, additional or different terms and conditions are hereby objected to and rejected. Acceptance by Seller is expressly limited to the terms of this PO.
11. All Products must be of the quality specified or, in the event no quality is specified, must be of the best quality and will be subject to the inspection and approval of Buyer. Substitution by Seller of Products other than those specified herein will not be

permitted except by prior written authority of Buyer. Buyer shall have the right to inspect and verify any Product furnished hereunder. Inspection of Product by the Buyer after delivery shall constitute final acceptance, except as regards latent defects or those that are not discovered until the Product is used during the production process or delivered to the customer. If Buyer rejects any Products, Buyer may request replacement Products that comply with the terms of the PO or, at Buyer's option, Seller shall reimburse Buyer for the price of the rejected Products and other costs related to the rejected Products, including, without limitation, production costs and freight expenses. As applicable, all required MSDS documentation must be supplied to the applicable Buyer facility with the initial delivery for all materials so classified by OSHA regulations.

12. All details of this PO, including, without limitation, materials furnished, prices, specifications and discounts, between Buyer and Seller are considered confidential information, and shall be safeguarded as reasonably required and disclosed only on a need to know basis.
13. Seller shall not delegate any obligations or assign any rights or claims hereunder without the prior written consent of Buyer. Any attempted delegation or assignment by Seller without such written consent shall be void.
14. This PO shall be governed by and construed in accordance with the substantive laws of the State of Nevada. When this PO is executed by Buyer (or its authorized representative), it shall constitute a complete and exclusive statement of the terms of the agreement between the parties with respect to the Products purchased by Buyer hereunder. Authorized signatures include the use of fax, email and electronically generated signatures.
15. The terms and conditions set forth herein are subject to change by Buyer at any time. The current version of these ATI PO terms and conditions may be viewed at: www.atielectrical.com

