

Legal Notices – Terms and Conditions Purchase Orders

Advanced Tracking Technologies, Inc.

STANDARD TERMS AND CONDITIONS OF PURCHASE ORDERS

1. Company shall mean and refer to Advanced Tracking Technologies, Inc., a Texas Corporation. Supplier shall mean and refer to that entity providing goods or services to Company pursuant to a Purchase Order.
2. All Purchase Orders issued by Company are subject to the Terms and Conditions of Purchase Orders hereinafter set out. If Supplier objects to the Terms and Conditions of Purchase Orders, that objection must be in writing and shall invalidate the Purchase Order unless and until Company and Supplier agree in writing to remove or amend any objectionable terms and conditions.
3. By signing a Purchase Order, issuing an invoice or delivering goods pursuant to a Purchase Order, Supplier shall be bound by these Standard Terms and Conditions of Purchase Orders.
4. Subject to Paragraph 2 above, any terms or conditions of sale proposed by Supplier, whether in Supplier's confirmation, invoice or otherwise, that are inconsistent with the Standard Terms and Conditions of Purchase Orders shall not be binding upon Company, whether or not Company accepts such confirmation, invoice or goods.
5. A Purchase Order is not binding until accepted by Supplier at its home office. After Supplier accepts a Purchase Order, Supplier may not cancel or modify the Purchase Order in whole or in part without Company's prior written consent, which Company may condition upon an adjustment of prices and/or other terms and Customer's reimbursement of Company's costs, damages and/or a handling charge in connection with the Order.
6. Shipment dates and shipment shall not be deemed an essential part of the contract. Delayed shipments are not grounds for a claim for damages or for cancellation.
7. Company shall pay Supplier the price for goods specified in the Purchase Order. Such price shall be modified only in writing signed by both Company and Supplier.
8. A Purchase Order is valid only for an individual Order and for thirty (30) days unless another time period specified in the Purchase Order.

9. If Company is exempt from an applicable tax or duty, then Company must provide Supplier with a valid exemption certificate before shipment of Goods.
10. Supplier shall ship Goods to Customer DDP (Delivered, Duty Paid) the home office of Company, with packaging and carriers as designated by Supplier, unless otherwise specified in an accepted Purchase Order. Supplier's title to Goods passes to Company upon delivering the Goods to the home office of Company, with the carrier acting as Supplier's agent. Supplier assumes the risk of loss for Goods during transit and shall be responsible for obtaining insurance, if desired. Unless specified that "time is of the essence," any shipping or delivery dates indicated by Supplier or Company are estimates only, and Supplier shall have no liability to Customer for failure to complete or deliver an Order by the date indicated or for any of Customer's consequential or incidental damages arising from a delay. Similarly, Company shall have no liability to Supplier for failure to complete or accept an Order by the date indicated or for any of Supplier's consequential or incidental damages arising from a delay in accepting Goods. If Goods are damaged in transit, then the responsibility to file and prosecute damage claims with the carrier shall lie with Supplier. In the event of non-conforming Goods, Company may return Unopened Goods to Supplier without Supplier's prior written consent.
11. Supplier warrants the Goods will be free from defects in materials and workmanship under normal use and service for a period of 90 days from the delivery date or supplier's standard warranty period, whichever is greater. Replacement Goods and software will be warranted for the remainder of the original warranty period.
- 12. SUBJECT TO PARAGRAPH 2, COMPANY EXPRESSLY REJECTS ANY TERMS OR CONDITIONS, WHETHER ADDITIONAL, SUPPLEMENTAL OR CONTRADICTORY, THAT MAY BE CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR INVOICE FROM SUPPLIER.**
13. No course of prior or current dealings between the parties and no usage of trade shall be relevant to supplement or explain any of these Terms and Conditions of Purchase Orders.
14. If Company becomes liable to Supplier under this Purchase Order for any reason, the total liability of Company (including its subcontractors and suppliers) for all claims, whether in contract, tort (including negligence, willful misconduct and product liability), or otherwise, arising out of, connected with, or resulting from the manufacture, delivery, repair, replacement, maintenance, training, or use of any Goods item or software shall not exceed \$75.00.

15. Supplier shall not be liable to Company for any breach or delay due to events beyond Supplier's reasonable control, including, but not limited to, acts of God; civil disturbances; weather related disruptions, labor shortages or disputes; the unavailability of materials; or failures or delays in energy or transportation.
16. Company shall not be liable to Supplier for any breach or delay due to events beyond Company's reasonable control, including, but not limited to, acts of God; civil disturbances; weather related disruptions, labor shortages or disputes; the unavailability of materials; or failures or delays in energy or transportation.
17. Photocopies and facsimile transmissions of documents, Quotes and Purchase Orders shall be effective as originals.
18. The venue for any action or proceeding to enforce any Purchase Order, invoice or sale of Goods arising from an Order governed by these Standard Terms and Conditions of Purchase Orders shall be the Texas State Courts located in Fort Bend County, Texas, and Supplier submits to the jurisdiction of such court; Company shall have the sole option of bringing suit or transferring suit to the United States District Court for the Southern District of Texas, Houston Division, and Customer consents to jurisdiction there..
19. Texas law shall be applied to any and all disputes arising out of or as a consequence of any Purchase Order, without regard to its conflict of laws principles.
20. The Purchase Order and the Standard Terms and Conditions of Purchase Orders represents the complete and final expression of Supplier and Company in the sale of Goods and supersedes all prior oral or written discussions, representations and agreements of the parties.
21. No employee, agent or representative of Company has authority to modify the Standard Terms and Conditions of Purchase Orders or to make any representation or warranty concerning the Goods.
22. These Standard Terms and Conditions of Purchase Orders shall be severable and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect.