Terms & Conditions of Sale (REV 10-2026)

I. GENERAL

A. Customer purchase orders are binding only after written acceptance by Advanced Technology Products (ATP) in the form of an order confirmation. Verbal orders will not be accepted.
B. Prices are effective from date of publication and are subject to change without notice.
C. ATP reserves the right, without prior notice, to:
    a. Change and/or revoke any price.
    b. Change and/or revoke any provisions contained herein.
    c. Discontinue shipments to any customers.
    d. Resolve any inconsistencies, conflicts or ambiguities.
    e. Change discount and credit terms
D. Special production runs or product orders are subject to ATP requirements such as, but not limited to:
    a. Non-stocked minimum quantity production and extended delivery times.
    b. Regarding special production run products, ATP reserves the right to over ship 10% or under ship 5% of the purchase order quantity and invoice accordingly.
    c. Non-Stock minimum quantity production and special orders are subject to cancellation charges and are not cancellable once production begins.
    d. Special or custom-production items and non-stock item orders cannot be cancelled and are not eligible for return without our prior written consent. Some configurations may require advanced payment.

II. PAYMENT TERMS

A. Credit Terms are available after submitting required documentation to ATP's accounting personnel. Credit Terms are generally Net 30, unless otherwise negotiated under special circumstances.
B. Customers without credit terms must pre-pay via ACH, check or credit card before the order is shipped.
C. Credit Card Payment is accepted with the following conditions:
    a. Fees are assessed if the payment is made when the account has established credit terms. These fees are dependent upon the merchant and/or issuing bank.
    b. Fees are not assessed if the credit card is the sole form of payment for the account. (no credit terms have been established)
    c. The types of credit cards accepted is left up to the discretion of ATP's accounting personnel.
D. If credit terms have not been established, pre-payment plus estimated (by ATP) freight charges shall accompany purchase order for non-standard products.
E. Unless otherwise noted, ATP will ship all orders via Ex Works (Incoterms-EXW).
F. ATP reserves the right to revoke any credit extended to customer if:
    a. The customer fails to pay for any shipments when due.

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b. If in ATP's opinion there is a material adverse change in customer's financial condition, ATP shall have the right to suspend further shipments until receipt of adequate assurance of customer's ability to pay therefore.

G. Payment terms are specified on the invoice. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum rate permitted by applicable law, than at the highest rate allowed by applicable law.

H. In the event the Buyer fails to make full payment when due and Seller employs an attorney or collection agency to assist in collection of the account, Buyer agrees to pay all of Seller's reasonable cost of collection including collection agency fees, attorney fees and court costs.

I. All Billing errors shall be:
   a. Reported in writing within 30 days of delivery
   b. Sales order and invoice number are to be furnished on all claims

J. A minimum order of $50.00 (Net) applies to all orders & per shipping location.

III. TRANSPORTATION

A. All shipping fees are to be paid by the customer, unless under special circumstances determined by ATP personnel.

B. Unless otherwise agreed upon, all orders are shipped via Ex Works (Incoterms-EXW).
   a. All title and risk of loss or damage is passed onto the customer upon acceptance by the carrier at ATP's facility, after the shipment is accepted and deemed in good condition by the common carrier
   b. The customer is responsible for inspecting the merchandise upon receipt.
   c. The customer shall insist that visible damage be noted on its copy of the freight bill.
   d. If the product has been lost or damaged in transit, the customer must immediately notify both ATP and the carrier. ATP bears no responsibility for any such loss or damage.
   e. Any desired freight insurance must be requested at the time of order submission
   f. All freight and insurance charges shall be invoiced to the customer or shipped freight collect

C. All shipments are made by carriers of ATP's choice. Any special arrangements requested by the customer shall be at customer's additional expense.

D. Any quantity shortages, omissions or incorrect items shall be:
   a. Reported in writing to ATP within 15 days of delivery.
   b. Claims for shortages or omissions shall not be considered if written notice is not received within the 15-day period.

E. ATP reserves the right to make delivery in installments:
   a. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries.
   b. Delay in delivery of any installment shall not relieve customer of his obligation to accept remaining deliveries.

F. ATP shall not be liable for failure to deliver or delay in delivery occasioned by causes beyond ATP's control. In the event of any delay in delivery due to such causes (below), unless otherwise agreed, the time for delivery shall be deemed extended for a period of sixty (60) days, and customer shall extend the

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letter of credit if payment is to be made by letter of credit. If delivery is not made within such extended sixty-day period, the contract shall be deemed cancelled without liability to either party. The noted reasons for delays are included, but not limited to:

a. Strikes
b. Lockouts
c. Fires
d. Embargoes
e. War or Other Breakouts of Hostilities
f. Acts of God
g. Inability to Obtain Shipping Space
h. Machinery Breakdowns
i. Delays of Carriers or Suppliers
j. Domestic or Foreign Governmental Acts or Regulations

G. Prepaid Freight is available on qualifying orders, and subject to current ATP policy. Check updated Freight Policy as of Oct. 2, 2026. Prepaid freight is shipped under Ex Works terms (Incoterms-EXW)

IV. RETURNS

1. What Can Be Returned
   a. Standard/Stocked ATP Inventory*
   b. Non-Stock, custom, or private-label items: Unfortunately, these are made specifically for you and cannot be returned*
2. Time-frames to keep in mind
   a. Check your order within 15 days: Please inspect your order when it arrives and let ATP know within 15 days if there are any issues with accuracy, shortages, or damage.
   b. Returns allowed within 45 days: Eligible catalog items can be returned within 45 days of delivery with prior approval.
3. Large Returns ($1,000 or more)
   a. Returns valued at $1,000 or more require review by ATP.
   b. ATP may approve all, part, or none of the return and will provide you with written confirmation explaining our decision.
4. Restocking Fee
   a. All approved returns are subject to a 25% restocking fee to cover inspection, handling, and processing.
5. How to Return Items
   a. All returns need prior Return Merchandise Authorization (RMA) from ATP.
   b. Items must be unused, in original packaging, and resalable condition.
   c. Return shipping costs are your responsibility unless the return is due to an ATP error.
6. One-Time Return per Sales Order
   a. Once we approve a return on part of a sales order, the remaining items on that order are no longer eligible for return later.

*List of stock and non-stock items are reviewed quarterly by ATP. These items will be clearly outlined and communicated to customers.

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V. **LIMITED WARRANTY**

A. All ATP products are warranted against defects in workmanship or materials under normal use for one year after date of purchase from ATP unless otherwise stated. (Proof of purchase is required).
   a. Anyone wishing to process a warranty claim must contact ATP's customer service department
   b. Returns of defective product must be accompanied by an RGA with proof of purchase (invoice) from ATP.

B. Any product, which is determined by ATP to be defective in material or workmanship and returned to ATP, shipping costs prepaid, shall be, as the sole remedy, repaired, replaced or credited at ATP's option.

C. This warranty is expressly in lieu of all other warranties expressed or implied including;
   a. The Warranties of Merchantability and Fitness or Use
   b. All other Obligations or Liabilities on the Part of ATP
   c. ATP neither assumes nor authorizes any other persons to assume for it any liability in connection with the sale hereunder.
   d. ATP disclaims any liability for product defects that are due to:
      1. Product Misuse
      2. Improper Selection
      3. Misapplication

D. ATP shall not be liable for customer's costs, lost profits, good will or other special or consequential damages. ATP's liability in all events is limited to, and shall not exceed, the value of merchandise involved.

E. **Remedies** - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Union County, State of Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in a court having jurisdiction there.

F. Recommendations for using ATP products are believed to be reliable. However, since the application of these items is beyond our control, no guarantee, expressed or implied, is made on their use, handling, possession or results.

VI. MODIFICATION OF TERMS

This contract constitutes the entire agreement between the parties, all prior representations and understands having been merged herein. It may not be modified or terminated except in writing signed by a duly authorized representative of ATP. This contract shall be governed by and construed according to the laws of the State of Ohio.

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