

I Reseller Requirements

Established resellers; Purchase minimum of \$5,000.00 during a 12-month period and **\$100.00 or more per order**. New resellers; \$1500.00 minimum required for their first purchase.

Custom solutions; \$5,000.00 minimum per order, less design, tooling and NRE fees.

II Warranty

Adaptive Technologies Group warrants that its products and hardware, for a period of **two years** from the date of shipment, are to be free of mechanical defects and poor workmanship. ATG reserves the right to refund, repair or replace defective product and only when the product was used per its intended service.

III Liability

ATG limits its liability to the replacement or repair of the purchased product and only when the product is used as it was intended per the instruction sheet that came packed with the product. Adaptive is not liable for labor costs associated with the use of its products nor for its delivery.

IV Stocking Policy

Although ATG strives to maintain stock of many standard products at-all-times, there is no guarantee that it will be available at the time of purchase and ATG is not responsible for customer's related freight charges, expedited or otherwise. To avoid delays, make purchases early to assure timely deliveries.

V Product Changes

ATG reserves the right to improve, change, revise or discontinue standard product designs at any time and without notice.

VI Order Documentation

Orders and change orders must be in writing and received by fax (+562-424-3520), email to (orders@adapttechgroup.com) or by post, mailed to Adaptive Technologies Group, 1635 E. Burnett Street, Signal Hill, CA 90755, USA. Orders must include part number(s), published price, bill and ship-to addresses, shipping method and agreed upon shipping and payment terms.

VII Order Processing

Orders for in-stock items will ship out the same day if placed by 1 PM PST. Orders received after 1 PM will be shipped the next business day. Items not in stock are subject to normal manufacturing lead times, which vary. Delivery of custom orders are subject to normal manufacturing lead times, beginning from the design approval date and receipt of deposit.

VIII Product Pricing

Due to periodic swings in material costs, Adaptive reserves the right to revise the price of standard products at any time and without notice. Unless otherwise specified, prices are quoted in US dollars.

IX Design/Engineering Pricing

Design services are billed at an hourly rate and may be based on a not-to-exceed budget. Orders for design services must be accompanied by a work plan, a purchase order and a 50% deposit for the estimated design work, as well as the estimated cost of the products to be built.

X Payment – Unless credit has been prearranged, orders for standard product are to be paid in full at the time of shipment. We accept Visa, MasterCard, Discover & American Express credit cards. Custom orders require a 50% deposit at the time of order and the balance due is at the time of shipment. Orders exceeding \$3,000 when placed on a credit card will incur an additional 2% charge.

XI Deposits – Custom designs and orders require a formal purchase order that outlines the work plan and a 50% non-refundable deposit at the start of an order, with the balance due upon shipment of the completed order. Delivery commitments will only be confirmed at the time of receipt of purchase order, a 50% payment deposit and the signed design approval form.

XII Credit

To apply for open account terms, submit a completed reseller application form, which is available on our web site <http://adapttechgroup.com/pdf/AdaptiveCreditApplication2.pdf> and email it to sales@adapttechgroup.com or fax it to 562-424-3520. Our open payment terms are net 30 days from the date of the invoice. Open balances over 45 days from the due date may incur a late fee of up to 1.5% per month of the invoice amount and/or loss of credit terms.

XIII FOB Shipments - Unless otherwise specified, orders are shipped FOB from Signal Hill, CA, 90755, USA. Shipments to third parties will incur a drop ship fee of \$15.00.

XIV Freight Damage / Discrepancy claims

Damage - Adaptive Technologies Group does not administer freight damage claims. Damage claims must be made with the shipping carrier and made at the time the shipment is received or when the damage is discovered. It is the consignee's responsibility to notify the delivering carrier of damaged or missing materials. All claims are between the carrier and the consignee.

Discrepancy - Freight discrepancy claims such as part numbers and piece counts must be filed with Adaptive customer service I writing within 30 days of when the shipment is received.

XV Returns Policy

Standard Products - Authorized product returns must be sent prepaid and accompanied by a return authorization number (RMA). Product(s) must be returned undamaged and are subject to a 25% restocking fee. Damaged products will incur additional fees. **Shipments received without an RMA will be refused.**

Rigging Products - For your safety, unless the rigging product is still sealed in its original container, **rigging products are not returnable.** Be sure that the item(s) you purchase meet your specific needs.

Custom Products are not resale-able and are therefore not returnable.

XV1 Returns Policy - Mounting products.

Return authorizations must be requested within 90 days of the original shipment date. An RMA number may be obtained from our customer service department, who will provide shipping instructions. Returned product must be sent prepaid and will be subject to a 25% restocking fee when returned undamaged. **Shipments received without an RMA will be refused.**