

General Terms and Conditions of Sale

All of the information herewith must be approved in order to establish an account with AVL Systems, Inc. Modified applications will not be processed or accepted. Upon credit approval, open account terms are Net 30 from the invoice date. A service charge of 1-1/2% per month will be added to all accounts past due. Open credit accounts may be terminated if the account is found delinquent. The applicant's signature attests and guarantees financial responsibility for the company applying for credit with AVL and continually and perpetually guarantees the ability and willingness to pay our invoices in accordance with the terms and conditions indicated on the invoice and below.

These Terms and Conditions of Sale govern all sales of products, merchandise and services by AVL Systems, Inc. and the acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of the Terms and Conditions expressed herein.

Orders are subject to acceptance by Seller. Buyer will be notified promptly if orders are not accepted.

Cash discounts, if any are indicated, will be allowed only if taken within the time stated, and provided that there are no past-due items.

All taxes and excises of any nature, whatsoever, now or hereafter levied by Governmental Authority, whether Federal, State or Local, upon sale, use or transportation of any goods, covered hereby, shall be borne by Buyer.

Buyer cannot postpone, delay, or defer shipment of orders once Seller has scheduled a ship date, without Sellers's written authorization. Buyer's unauthorized postponement of shipment will constitute acceptance of immediate invoicing for the complete order under the invoice terms and, storage charges to begin after 5 days (from AVL scheduled ship date) at the rate of $.019 per pound/per day, of stored products payable prior to release of shipment.

Seller reserves the right to require payment in advance, or satisfactory security if the financial responsibility becomes unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement, or any collateral agreement, or fails to comply with any provision hereof, Seller may, at its option (and in addition to other remedies) cancel any unshipped portion of this order. Buyer to remain liable for all unpaid accounts and payment for cancellation.

Goods cannot be returned without authorization. Any order, once accepted, cannot be cancelled without Seller's prior written consent. Buyer's cancellation will be accepted only upon Buyer's acceptance and payment of 25% of the full purchase price after order is processed by Seller, and 100% of the full purchase price after production has been scheduled by Seller as indicated by AVL Order Confirmation.

In the event that an invoice is not fully paid within the terms shown on the invoice, Seller has the right to and may enter any premises where the merchandise may then be and re-take same either with or without legal process, but without breach of the peace. Rick of loss or damage to the merchandise herein passes to the Purchaser at the time that delivery of the said merchandise is made to a carrier at manufacturer's shipping point or is placed upon Seller's trucks for delivery. Merchandise must be inspected prior to acceptance at the time of delivery by Buyer or, any recipient at Buyer's designated "ship to" address, for damages, errors or shortages. All claims for error or shortages in the merchandise delivered shall be noted on the freight bill at the time of delivery and sent to the Seller in writing within forty-eight (48) hours from the delivery of the merchandise. A failure to note errors or shortages on the freight bill and send such claim within said period shall constitute a complete acceptance of the merchandise by Buyer and, as complying with any and all Terms and Conditions covering the sale of same.

AVL Systems, Inc.

5540 SW 6th Place, Ocala, FL 34474 USA

Toll Free: 800-ACUSTIC | Local: 352-854-1170 | Fax: 352-854-1278

Website: https://AVLonline.com | Email: Sales@AVLonline.com

Terms of this sale are Cash in Advance, or with pre-approved credit, Net Cash Twenty (20) Days from date of invoice subject to cash discount as shown on the face of the invoice and subject to a service charge as outlined below if delinquent.

A service charge of one and one-half percent (1.5%) per month will be applied to all accounts which are delinquent fifteen (15) days past the due date shown on the face of the invoice.

In the event that the invoice is not paid within the invoice terms and the Seller engages an attorney to enforce collection of the invoice, then, and in that event, Purchaser agrees to pay all expenses and costs of litigation including court costs and reasonable attorney's fees, including appellate fees, and bankruptcy fees, and Purchaser further agrees that venue for any legal action authorized hereunder, or separate, shall be in Marion County, Florida, and that personal jurisdiction over both parties shall be vested in the County or Circuit Court of the Fifth Judicial Circuit in and for Marion County, Florida, or the Federal District Court for the Middle District of Florida, Ocala Division. This paragraph shall be construed as an agreement independent of any other provision in the agreement and the existence of any claim or cause of action on the part of the Purchaser against Seller, whether predicated on the agreement or otherwise, shall not constitute a defense to the enforcement by Seller of the provisions of this paragraph.

With respect to equipment not manufactured by the Seller, the warranty obligations of the Seller shall in all respects be limited to the warranty actually extended to the Seller by its supplier.

EXCEPT FOR THE ABOVE LIMITED WARRANTY, NO OTHER EXPRESS WARRANTY ON THE MATERIALS OR EQUIPMENT, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY OF ANY DESCRIPTION, IS MADE OR AUTHORIZED IN CONNECTION WITH THIS TRANSACTION BY THE SELLER, NOR IS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS OF USE FOR A PARTICULAR PURPOSE MADE OR IMPLIED. SELLER DISCLAIMS ALL LIABILITY TO PURCHASER FOR DAMAGES FOR DELAY, LOSS OF USE, LOSS OF TIME, INCOME, PROFITS OR INCONVENIENCE, COMMERCIAL LOSS, AND INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION.

The Seller shall not be subject to any other obligations or liabilities whatsoever with respect to equipment manufactured by the Seller or its suppliers or services rendered by the Seller.

In the event of conflict between the terms of this agreement and the terms of any security agreement entered into between Purchaser and Seller, the terms of the security agreement shall prevail. In the event of a conflict between the terms of this agreement and terms of any purchase order or other document supplied by Purchaser, Purchaser and Seller agree that the terms of this agreement shall prevail. This agreement is governed by the laws of the State of Florida.

AVL Systems, Inc.

5540 SW 6th Place, Ocala, FL 34474 USA

Toll Free: 800-ACUSTIC | Local: 352-854-1170 | Fax: 352-854-1278

Website: https://AVLonline.com | Email: Sales@AVLonline.com