

Credit Terms & Conditions

Unless otherwise provided by a separate written agreement duly signed by an employee of Abatement Technologies Limited (ATL) with delegated authority, any sale of goods and/or services by ATL is conditioned upon the acceptance of the terms and conditions specified below. Any additional or different terms and conditions in a purchaser's purchase order or acknowledgement or other response are hereby objected to and shall be of no effect.

- Credit limit and payment terms are contingent upon ATL approval. ATL may suspend or cancel credit at any time.
- For customers with established credit, payment terms are NET 30 days from the date of invoice. The customer agrees to pay in full for all goods and services rendered (without deduction or set-off) on or before the due date of each invoice. Accounts with past due invoices must be brought current prior to shipment of any additional orders. Past due accounts are subject to an interest charge of 1.5% per month (19.56% effective annual rate).
- Unless credit has been established, all orders require payment in full prior to shipment.
- The customer agrees to pay all reasonable costs of collection (including lawyer fees, court costs and collection agency fees) in the event third party action is required to collect an outstanding amount. A fee of \$25.00 CAD will be applied for any cheque returned NSF.
- All goods should be closely inspected upon receipt. Claims for goods received in damaged condition or not in accordance with the order placed must be made in writing to ATL at the time of delivery.
- Orders are invoiced at prices stated in ATL's order confirmation or, in the absence of a written agreement, at prices in effect at the time of shipment. Freight charges will apply to all delivered orders unless otherwise agreed.
- Unused product may be returned within 30 days of purchase in original packaging and are subject to the 25% restocking charge. All special-order items are final sale.
- For all orders, title to goods purchased and the associated risk of loss or damage shall pass from ATL to the customer based on terms FOB Origin, unless agreed upon differently on the order confirmation.

The applicant consents to the obtaining of credit and/or personal information as may be required in connection with the credit account hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the applicant to any credit reporting agency or to any person with whom the applicant has or proposes to have financial relations.

The applicant represents that the information supplied in the Credit Application and Agreement is in all respects complete and correct, and has been signed by an owner, principal or an employee with delegated signing authority. The applicant agrees to notify ATL promptly, in writing, of any substantive changes in the information provided.