

## Terms & Conditions Covering the Sale of American Tower Company Products

**Prices:** All prices are subject to change or withdrawal without notice. Prices quoted are F.O.B. Shelby, OH.

**Terms:** Terms are subject to approval of American Tower Company's credit department. For buyers on open account, terms will be net 30 days from the date of invoice. If payment is not received within 30 days, 1 1/2% late charge per month (18% annual rate) will be added to buyer's account.

**Invoicing:** American Tower Company will invoice upon shipment of product. Additionally, no shipments will be made for any past due accounts.

In the event that the buyer has a dispute with the invoice or the invoice amount, buyer must notify American Tower Company within seven (7) days of receipt of the invoice. Failure to notify American Tower Company of any dispute within seven (7) days constitutes agreement with the final invoice.

**Changes / Cancellations:** Goods may only be returned after first retaining written permission and instructions from American Tower Company. Material accepted for credit is subject to a minimum service charge of 20% plus freight. Custom ordered products may not be returned for credit.

**Taxes:** Unless otherwise noted, quoted sales price does not include any applicable sales tax. For all sales outside the state of Ohio, buyer shall be responsible for the payment of applicable sales taxes.

**Shipments:** The carrier you specify normally makes shipments. In the event your order does not indicate a carrier, American Tower Company will select one. American Tower Company is not responsible for delays in shipping and will not be held liable for damages caused by delays in shipments.

Except for obligations stated under guarantee, our responsibility for products ceases upon delivery to the carrier. The unloading of the shipment is the responsibility of the buyer. In the event of loss or damage during shipment, your claim should be made against the carrier.

**Guarantee:** American Tower Company guarantees all materials and workmanship to be of the highest quality.

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