



16 May, 2019

Advanced Vehicle
Technologies, Inc.

“Thank You” We appreciate your business.

Please contact us if you have any questions or problems. We will do our best to provide timely assistance.

Thank you for this opportunity to serve you with quality engineering products and support.
Your comments and concerns are always welcome.

Our web site has up-to-date Documentation Hardware and Firmware revision status Home Page: www.AVT-HQ.com E-mail: support@AVT-HQ.com
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TERMS AND CONDITIONS OF SALE

Sales of Products and Services (“Products”) are made by Advanced Vehicle Technologies, Inc. (“AVT”) to the “Customer” only under the terms and conditions stated here. Additional or different terms or conditions in any purchase order or similar communication are hereby rejected and shall not be binding or effective unless expressly assented to in writing by AVT.

Shipments

Unless otherwise specified, Products are sold “FCA” from AVT’s facility in Davidsonville, Maryland, USA.

Returns

No Product is to be returned to AVT without prior approval from AVT. Product returned for repair, credit, or refund must be properly packed and shipped prepaid to AVT’s facility. Product must be returned within 30 days of original shipment to qualify for refund. Credit or refund will only be made after the returned Product has been inspected and tested by AVT. The amount of credit or refund is the sole discretion of AVT.

Warranty

AVT warrants to the Customer that the Product conforms to the specifications set forth in AVT supplied documentation. AVT provides a one year warranty for AVT Products only. The warranty covers only parts and labor required to repair the Product. This warranty is null and void if the Product is mishandled or abused in any way.

IN NO EVENT SHALL AVT’S LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Customer’s exclusive remedy for AVT’s breach of warranty shall be limited to either repair or replacement of the Product or, at the sole discretion of AVT, an adjustment in the purchase price of the Product.

Except as specified here, AVT makes no warranty of any kind, express or implied, including, without limitation, express or implied warranties of merchantability or fitness for a particular purpose with respect to the Products sold.

AVT SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION LOSSES) OR SUCH DAMAGES SUFFERED BY ANY PURCHASER OR END USER OF ANY AVT SUPPLIED PRODUCTS , WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE.

Applicable Law

These Terms and Conditions of Sale shall be construed in accordance with the laws of the State of Maryland. Any legal action shall be brought solely in either the United States District Court for the District of Maryland located in Baltimore City or the appropriate court of the State of Maryland located in Anne Arundel County, Maryland. Customer hereby consents to (and waives any challenge or objection to) personal jurisdiction and venue in Maryland, and consents to the service of legal process in accordance with the provisions of the Annotated Code of Maryland and the Maryland Rules of Procedure.

Advanced Vehicle Technologies, Inc.
1509 Manor View Road, Davidsonville, MD 21035 USA
+1-410-798-4038 (voice) support@AVT-HQ.com
www.AVT-HQ.com