



Advanced Training Systems

atstargets.com | 651-429-8091 | info@atstargets.com
PO Box 486, Waconia, MN 55387

TERMS AND CONDITIONS OF SALE

Windcrest LLC d.b.a Advanced Training Systems's ("ATS") acceptance of this purchase order or other customer communication, including email or other electronic communication, by which customer requests to purchase Products or Services from ATS, is expressly subject to acceptance solely on ATS' terms and conditions of sale which are set forth in their entirety at: <https://atstargets.com/knowledge-base/terms-and-conditions-of-purchase/> (the "Terms"). Quotation, as used herein, is defined to mean a document or communication, including email or other electronic communication, which communicates a price for a Product. "Order Confirmation" or "Order Acknowledgement" shall be defined to mean any communication from ATS communicating an acceptance of a purchase order from customer. ATS agrees to sell to Customer, and Customer agrees to purchase, the products, system(s) ("**System**"), System parts ("**Parts**"), and/or other options and accessories (collectively, the "**Products**") and/or Services (as defined in Section 1.3 of the Terms) that are requested and set forth in any purchase order or any other written purchase agreement tendered to ATS ("**Purchase Order**"), any and all of which shall be solely governed by the ATS Terms, notwithstanding any conflicting or additional provisions in any Purchase Order or any other Customer communication. No purported waiver or other modification of these Terms will be effective unless, and only to the extent, specified by an express waiver or modification signed by an executive officer of ATS. All other proposed modifications or waivers (whether whole or partial) of these Terms are hereby objected to and rejected in all respects. The provisions of such referenced Terms shall have the same force and effect as though set forth herein in their entirety. These Terms: (i) constitute the entire agreement and understanding between the parties regarding the terms of each Product sale or sale of Services, and supersede all prior and contemporaneous representations, promises, statements, agreements and understandings, written or oral, regarding the subject matter hereof; and (ii) may only be modified and/or waived by a written agreement executed by both parties. Notwithstanding the foregoing, these Terms may be modified by ATS from time to time and in its discretion, by delivery of replacement Terms to Customer, and by posting such then-current Terms at <https://atstargets.com/knowledge-base/terms-and-conditions-of-purchase/>. Notwithstanding the above, in the event of a conflict in the Terms and the terms of a ATS Quotation or in an Order Confirmation or Acknowledgement, the terms in the ATS Quotation or Order Confirmation or Order Acknowledgement shall take precedence and supersede those conflicting terms in the Terms, solely with respect to the subject matter of the terms of the Quotation or Order Confirmation or Order Acknowledgement