

## Standard Terms and Conditions

- ◆ Unless otherwise agreed to in advance, terms are NET 30 DAYS from date of invoice. A & P Technology, Inc. (hereinafter A & P Technology) may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of the buyer so warrants.
- ◆ A & P Technology reserves the right to assess a finance charge at the rate of 1.5% per month (18% per year) on amounts not paid when due. In the event that A & P Technology is required to retain legal counsel to assist in the collection of any amounts due, buyer agrees to pay all reasonable legal fees and expenses.
- ◆ All orders are subject to credit approval.
- ◆ A & P Technology reserves the right to withhold shipment of materials pending resolution of past due account balances.
- ◆ A & P Technology reserves the right to revise credit terms based on credit history.
- ◆ For immediate approval, purchases may be placed using Visa and MasterCard.
- ◆ Unless otherwise agreed to all shipments within the United States will be FOB (A & P Technology, Cincinnati, Ohio) as defined by the Ohio Uniform Commercial Code. Also, unless otherwise agreed to all shipments outside the United States will be shipped EXW or FCA (A & P Technology, Cincinnati, Ohio) as defined by Incoterms 2010.
- ◆ Standard shipping tolerance is +/- 10%.
- ◆ Price Quotations are valid for 30 days from the date noted on the quotation.
- ◆ Our volume pricing is based on blanket orders placed and shipped in a 12-month time frame.
- ◆ If order quantities shipped within 12 months are less than the tier requested, an invoice will be issued for the price tier difference.
- ◆ Due to order processing, material handling, and packaging costs, the number of releases included in blanket order pricing is limited. Releases requested in excess of the allowable number of releases per tier quantity may be subject to a handling fee.  
Releases / Tier: Under 50 lbs – 1 release / 51-100 lbs – 2 releases / 101-300 lbs – 4 releases / 301 – 1000 lbs – 6 releases / 1001 + no maximum.
- ◆ All orders must be confirmed in writing and must include a P.O. number, product description, quantity requested, price, shipping instructions and requested date for delivery.
- ◆ A & P Technology reserves the right to terminate blanket orders at any time for reasons including but not limited to raw material pricing changes and raw material availability.
- ◆ Customers are responsible to notify A & P Technology in writing of any changes in specifications that may affect the purchase of raw material, manufacture of the product, the inspection of the product or the shipping of the product. This includes, but is not limited to specifications contained in the Product Specification and the Purchase Order.
- ◆ All pricing is subject to change without notice for reasons including but not limited to revisions to customer specifications, changes in raw material price and availability, and changes to other production expenses.
- ◆ Claims of delivery of goods of unacceptable quality shall be void after molding or other processing, or after 30 days of sale, whichever occurs first. Unacceptable quality is defined as failing to meet the specifications for the product at the time of purchase.
- ◆ Buyer is solely responsible for all federal, state and local sales and excise taxes and assessments associated with the purchase of products.
- ◆ Seller warrants only that the goods will conform to the specifications set forth in the purchase order. Seller hereby disclaims all other warranties, expressed or implied including but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- ◆ NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. A & P Technology's liability is limited to the purchase price of the goods with respect to which a claim is made. Further, A & P Technology shall not be liable for any consequential,

incidental, special, punitive, lost profits, or other indirect damages arising out of or related to this Agreement regardless of whether a) such damages were foreseeable, b) whether or not buyer was advised of the possibility of such damages, and c) the legal or equitable theory (contract, tort, or otherwise) upon which a claim is based.

- ◆ Buyer agrees to indemnify and hold seller harmless from all liabilities, claims or demands for injuries or damages to any person or property arising out of, caused in whole or in part by, or in any way related to the use of the goods by Buyer or any customer or other person or entity.
- ◆ Standard Products may be returned at the discretion of A & P Technology. A restocking fee and the price tier difference will be charged if the material is returned.
- ◆ If an order is cancelled, the customer may be liable for any inventory produced against that order at the discretion of A & P Technology.
- ◆ Purchaser agrees to comply with all Federal, State, and local laws, rules, regulations, orders and U.S. export laws & regulations.
- ◆ All transactions under this Purchase order shall be governed by the laws of the state of Ohio, notwithstanding its conflict of laws rules.
- ◆ The trademarks, logos and service marks (Marks) used in any material distributed by A & P Technology are the sole property of A & P Technology. Users are not permitted to use these Marks without the prior written consent of A & P Technology.
- ◆ The accompanying confirmation of sale and invoice, if applicable, and these Terms and Conditions (collectively, this “Agreement”) comprise the entire agreement between the parties with the exception of any Nondisclosure Agreement that may have been previously executed, and supersedes all prior and contemporaneous understandings, agreements, negotiations, discussions, commitments, representations, warranties, and communications, both written and oral. This Agreement prevails over any of buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of buyer’s order does not constitute acceptance of any of buyer’s terms and conditions and does not serve to modify or amend these Terms and Conditions.